

AGREEMENT

This agreement ("**Agreement**") is made and entered into as of _____ ("**Effective Date**") between Campaign Registry, Inc., a Delaware corporation with a principal office at 1775 Tysons Blvd, 5th Floor, Tysons, VA 22102 ("**Company**") and _____, a (_____) corporation, with a principal office at _____ ("**User**"). User may be referred to as "**you**," and Company and User are collectively referred to as the "**parties**."

1. Definitions

"Affiliate" means with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with such party, where "control" (or variants of it) shall mean the ability (whether directly or indirectly) to direct the affairs of another by means of ownership, contract or otherwise. For the purposes of this definition, an entity shall control another entity if the first entity: (a) owns, beneficially or of record, more than fifty percent (50%) of the voting securities of the other entity; (b) has the ability to elect a majority of the directors of the other entity or (c) provides day to day management of such entity under contract or as managing general partner.

"Application-to-Person" or "A2P" shall mean the process of sending mobile messages from an application to an End User.

"Brand" shall mean the applicable company on whose behalf the campaign and End User communications are conducted.

"Campaign Service Provider" or "CSP" shall mean the company responsible for submitting a Brand's Campaign Registry Information to the Campaign Registry and contracting with the Brand, which includes managing Brand's campaign content, database of End Users who have consented to receive 10-Digit Long Code Messages, obtaining End User consent and connectivity into the DCA, either directly, or via an intermediary messaging company.

"Campaign Registry" means the database and systems created and maintained by and on behalf of the Company to authenticate CSP A2P messaging campaigns using 10-digit telephone numbers.

"Confidential Information" shall mean all non-public information, trade secrets and know-how disclosed by a Party pursuant to this Agreement, which is either designated as proprietary and/or confidential, or by the nature of the circumstances surrounding disclosure that should be reasonably understood to be confidential.

"Connectivity Partner" shall mean an entity that is part of the message delivery chain between the CSP and the MNO Gateway(s). The CSPs may have direct connections with the MNO Gateway(s) and therefore not need any Connectivity Partners, or the CSPs may nominate their Connectivity Partner(s), who in turn may nominate their own Connectivity Partner(s).

"Data" shall mean all data and other information uploaded by User to the Campaign Registry for the registration of 10-Digit Long Code Message Campaigns.

"DCA" (Direct Connect Aggregator) shall mean the entity that transmits the message to the MNO for delivery to the End User.

"End User" shall mean the person with a mobile phone and an account with an MNO.

"Gateway" shall mean the company which manages the connectivity between the DCA and the MNO.

"Mobile Network Operator" or "MNO" shall mean the company that provides the mobile telecommunications service to the End User.

2. Service Terms

a. *Description.* The Campaign Registry has been established to authenticate CSP A2P messaging campaigns using 10-digit telephone numbers for the benefit of MNOs. CSPs shall provide required information necessary for Company to perform a basic cybersecurity and identity check on the CSP and each individual Brand. The cybersecurity and identity checks may be done using third party online services. When registering new campaigns, the required information shall include the identity of the Brand; the identity of the CSP; the use case (e.g., alerts, two-factor authentication, marketing) and the industry vertical (e.g., transportation, government, non-profit). For some campaign types, additional information and/or third party vetting may be required at the Company's discretion. In such cases, Company may share the foregoing information with the applicable third parties for the purposes of such vetting. Company may also require that that CSP demonstrate it has an agreement with a DCA or other connectivity partner. Once authenticated, Company shall register the campaign with the NetNumber Override Services Registry and issue the Campaign ID number allowing CSPs to associate their sending numbers with the campaign.

b. *License.* The Campaign Registry is proprietary to the Company and is protected by intellectual property laws and international intellectual property treaties. User's access to the Campaign Registry is licensed and not sold. Subject to the timely payment of all Fees and the terms and limitations set forth in this Agreement, Company agrees to provide User with a personal, non-transferable and non-exclusive account enabling User to access the Campaign Registry. Company reserves all rights not expressly granted to User, including, but not limited to, the right to alter, modify, update, enhance, or improve the Campaign Registry and the right to modify or update this Agreement. If you have an active account, we will notify you by email when there has been an update or modification of the terms and conditions of this Agreement and / or of third party services offered through TCR, and your continued use of the account following such email shall be deemed as your acceptance of these modifications. If changes to the Campaign Registry are unacceptable to you, you may terminate this Agreement upon written notice. The rights granted by Company in this Agreement are personal to User and may not be sub-licensed or otherwise transferred or delegated, and any attempt to do so shall be void.

c. *Accessibility.* User agrees that from time to time the Campaign Registry may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Company may undertake from time to time; or (iii) causes beyond the control of Company or which are not foreseeable by Company. Company makes no guarantee and does not represent or warrant that User will be able to access or use the Campaign Registry at times of User's choosing.

d. *Equipment.* User shall be solely responsible for providing, maintaining and ensuring the compatibility of all hardware, software, electrical and other physical requirements necessary for User's use of the Registry, including, without limitation, telecommunications and internet access connections and links, web browsers or other equipment, programs and services required to access and use the Service. User is solely responsible for all charges related thereto.

e. *Transactions.* User acknowledges that by interacting with the Campaign Registry, User is voluntarily choosing to engage in certain transactions enabled by the Campaign Registry.

f. *Feedback.* User agrees that if Company receives from User any suggestions, ideas, improvements, modifications, feedback, error identifications or other information related to the Campaign Registry (collectively, "**Feedback**"), Company may use, disclose and exploit such Feedback without restriction, including to improve the Campaign Registry and to develop, market, offer, sell and provide other products and services, without any obligation to pay any royalties or other compensation in respect thereof.

g. *Use of Data.* Any Data you provide shall remain your property, which Company will hold securely in accordance with our internal security policy and the law. Company will take reasonable measures to protect your Data with security safeguards appropriate to the sensitivity of the Data, through the use of technological measures (e.g., firewalls, passwords, encryption) and training of employees. CSPs will only have access to Data regarding Brands and Campaigns the CSP has registered with the Campaign Registry. Company will not redistribute your Data, except as provided herein, including (a) Company may disclose Data including Brand identities and Brand-Campaign pairings to MNOs and Connectivity Partners solely for traffic management and spam mitigation purposes; and (b) Company shall register the campaigns with the NetNumber Override Services Registry (to include campaign ID and campaign status, derived campaign class as per MNO specifications, and if included, obfuscated sender IDs). Company may use Data: (a) solely to exercise its rights and perform its obligations under this Agreement, including by verifying the identity of Brands (e.g., via multifactor authentication) and subject to Company's privacy policy available at <https://www.campaignregistry.com/privacy/> and the Data Processing Addendum attached as Exhibit E to this Agreement; and (b) to support the development of new services and service improvement related to spam mitigation and traffic management in support of the MNOs. The Data provided to the MNOs and Connectivity Partners shall be usable only for traffic routing, traffic management, customer service and to confirm campaign compliance with laws and this Agreement. Company will not sell or disclose Data provided by CSPs for marketing purposes (e.g., attempting to directly contract with and/or provide services to the Brands, DCAs or CSPs; or using the Data as a lead generation tool for internal marketing or messaging aggregation services). Company may disclose Data to its employees, Affiliates and third parties such as governmental authorities, third party vetting services, gateway providers and MNO spam filter providers, as is reasonably required in connection with the exercise of Company's rights and performance of its obligations under this Agreement; or as otherwise required by law.

3. Fees and Payments

a. *Fees.* The Campaign Registry fees are detailed in Exhibit A. Fees may be paid by credit card or other such payment methods as may be provided in Exhibit A. All amounts payable under this Agreement will be paid without setoff or counterclaim, and without any deduction or withholding. The Company reserves the right to change fees for any existing service at its discretion with sixty (60) days prior written notice and to introduce new campaign types or new third party vetting options with their corresponding fees immediately. All other fees shall be due net thirty (30) days from the date of invoice. Late fees shall accrue interest at the rate of one percent (1%) per month. All payment obligations are noncancelable and all amounts paid are nonrefundable, except as specifically provided for in this Agreement.

b. *Disputes.* If User withholds the payment of any amount invoiced under this Agreement because it in good faith disputes the amount in question, User must (i) pay all undisputed amounts by the applicable Due Date and (ii) provide written notice of the dispute by that same Due Date. In addition, if User does not notify Company in writing of a dispute within sixty (60) days of the invoice date, the invoice will be deemed to be correct and binding upon User. Any amounts unpaid by User, including disputed amounts, are subject to any other remedies available to Company.

c. *Taxes.* All fees are exclusive of taxes, which we may charge or withhold as applicable. You agree to pay any taxes applicable to your use of the Campaign Registry, unless you provide Company with a valid tax exemption certificate authorized by the appropriate taxing authority.

d. *Suspension of Services.* The services may be suspended at any time if you are in breach of any payment obligations hereunder.

e. *3rd Party Services:* Terms and Conditions, including pricing, will be shown on the TCR Portal. CSPs will be notified by email if and when such terms change.

4. Security Requirements and Acceptable Use

- a. *Security Requirements.* The Parties shall act in compliance with the Security Requirements detailed in Exhibit B. User shall be solely responsible for the security, confidentiality and integrity of all content that User receives. User shall be solely responsible for any authorized or unauthorized access to User's account by any person. User agrees to bear all responsibility for the confidentiality of User's passwords and all usage or other charges incurred from use of the Campaign Registry with User's passwords.
- b. *Acceptable Use.* User acknowledges that all information and other material transmitted (collectively, "**Content**"), is the sole responsibility of the person from which such Content originated or the person transmitting it. As between User and Company, User is responsible for all Content that User transmits. Company does not monitor or control the Content and, as such, does not guarantee the accuracy, integrity or quality of the Content. Under no circumstances will Company be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted by User.
- c. User agrees not to use the Campaign Registry to publish any Content or undertake any Campaign:
 - that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
 - that impersonates any person or entity, including, but not limited to, any state or federal government employee or representative, forum moderator, guide or host, or falsely state or otherwise misrepresents your affiliation with a person or entity;
 - that User does not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
 - that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
 - that contains software viruses, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 - that interferes with or disrupts the servers or networks of communications carriers, or disobey any requirements, procedures, policies or regulations of public communications networks; or
 - that violates, or causes Campaign Registry to violate, any applicable local, state, national or international law.
- d. *User Acknowledgements.* User's privilege to use the Campaign Registry depends on User's compliance with the requirements set forth above. Company may immediately suspend or terminate, in its sole discretion, User's registration privileges, access to the Campaign Registry, and/or take any other appropriate measures to enforce these requirements.

- e. *Compliance.* User must access and use the Campaign Registry in compliance, at all times, with the following: (i) the terms of this Agreement; and (ii) all applicable laws and regulations. User may not access or use the Campaign Registry for any Brand that is located in or under the control of any country subject to a comprehensive U.S. economic embargo (currently including Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine), any Brand that is owned or controlled by the Government of Venezuela, or for any Brand that is on any U.S. Government restricted party list, including but not limited to the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons.
- f. *No Sale or Purchase by Individuals or Minors.* User may not be an individual; you must be a corporation or partnership.

5. Intellectual Property

The intellectual property utilized in providing the Campaign Registry is the valuable, confidential and copyrighted property of Company and its licensors. User may use the Campaign Registry as permitted herein and may not otherwise modify, adapt, translate, or create derivative works based on the Campaign Registry without the prior written consent of Company. User may not use or reference the Campaign Registry or permit it to be used or referenced, to aid in the creation of a competitive alternative to the Campaign Registry. As between the parties, Company owns all right, title, and interest in and to the Campaign Registry, including without limitation, all ancillary and interface software, all current and future enhancements, revisions, new releases and updates thereof and any derivative works based thereon and all documentation thereto, all copyrights, trade secrets, patents, and goodwill therein. "Campaign Registry" and the stylized "Campaign Registry" logo are service marks of Company. All other trademarks, service marks and logos used on the website or through the Campaign Registry are the trademarks, service marks or logos of their respective owners.

6. User Representations

User represents and warrants to Company that: (a) the person registering and operating the User's account is over the age of eighteen (18) and has the power and authority to enter into and perform User's obligations under this Agreement; (b) all information provided by User to Company is truthful, accurate and complete; (c) if User provides a credit or charge card for payment of fees for the Service, User is the authorized signatory of the credit or charge card provided to Company to pay the fees; (d) User shall comply with all terms and conditions of this Agreement, including, without limitation, the provisions set forth in this Section 6; (e) User has provided and will maintain accurate and complete registration information with Company, including, without limitation, User's legal name, address and telephone number; (f) User's access to and / or use of the Campaign Registry does not and will not constitute a breach or violation of any other agreement, contract, terms of use, or similar policy or understanding to which User is or may be subject; (g) User shall comply with all laws attendant upon its performance of its obligations under this Agreement; (h) User and/or the Brand have obtained, and will maintain, all applicable consents, approvals, or permissions required by applicable law, including, without limitation, the Telephone Consumer Protection Act ("*TCPA*"), 27 U.S.C. § 27, as amended from time to time, to transmit or otherwise send messages to any End User; (i) User and/or Brand is operating in accordance with the current version of the CTIA Messaging Principles and Best Practices, found at <https://api.ctia.org/wp-content/uploads/2023/05/230523-CTIA-Messaging-Principles-and-Best-Practices-FINAL.pdf>; and (j) User and/or Brand is operating in accordance with rules, regulations, best practices and guidelines published by MNOs.

7. Term and Termination

This Agreement will commence on the Effective Date and shall continue for an initial term of two (2) years. Thereafter, the term will automatically renew for successive one (1) year renewal terms unless terminated by either party pursuant to this Agreement (collectively, the “*Term*”). Notwithstanding the foregoing, either party may terminate this Agreement, or any service provided hereunder, at the expiration of the initial term or at any other time thereafter by providing sixty days’ prior written notice of termination to the other party. Notwithstanding the above, the Term of this Agreement shall extend through the completion of the term of any then current service. Unless otherwise provided herein, Company may terminate this Agreement upon 30 days’ written notice if User fails to comply with any material provision of this Agreement and User fails to cure such failure during such 30 day period; provided that with respect to a breach of the terms of this Agreement solely with respect to a particular Brand and/or Campaign, such termination shall relate solely to the Brand and/or Campaign which is the subject of the failure to comply with any material provision of this Agreement. Termination for any reason shall not affect Company’s entitlement to any sums due in respect of User’s use of the Campaign Registry prior to such termination, or any additional remedies provided by law or equity. Under no circumstances shall User be entitled to any refund on any portion of fees paid in connection with this Agreement. Notwithstanding the above, User is under no obligations to purchase any minimum volume of services from Company.

8. Disclaimer of Warranties

THE CAMPAIGN REGISTRY IS PROVIDED ON AN “AS IS” AND A “WHERE IS” BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. USE OF THE CAMPAIGN REGISTRY IS AT USER’S SOLE RISK. COMPANY DOES NOT WARRANT THAT ACCESS TO THE CAMPAIGN REGISTRY WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES COMPANY MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE CAMPAIGN REGISTRY. COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE CAMPAIGN REGISTRY.

9. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, THE CAMPAIGN REGISTRY OR, INCLUDING, WITHOUT LIMITATION, USER’S USE OR INABILITY TO USE THE CAMPAIGN REGISTRY, ANY CHANGES TO OR INACCESSIBILITY OF THE CAMPAIGN REGISTRY, DELAY, FAILURE, UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY TRANSMISSION OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, ANY TRANSACTION OR AGREEMENT ENTERED INTO THROUGH THE CAMPAIGN REGISTRY, OR ANY DATA OR MATERIAL FROM A THIRD PERSON ACCESSED ON OR THROUGH THE CAMPAIGN REGISTRY, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. IN NO EVENT SHALL EITHER PARTY’S TOTAL LIABILITY FOR DIRECT DAMAGES EXCEED THE TOTAL FEES, IF ANY, PAID TO COMPANY BY USER OR IN RESPECT OF USER’S USE OF THE CAMPAIGN REGISTRY IN THE SIX (6) MONTH PERIOD PRIOR TO THE ACT, OMISSION, OR EVENT GIVING RISE TO THE LIABILITY. SOME STATES PROHIBIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES; THUS, THIS LIMITATION OF LIABILITY MAY NOT APPLY. IN SUCH STATES, THE LIABILITY OF A PARTY WILL NONETHELESS BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. BREACHES OF EITHER PARTY’S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL BE EXEMPTED FROM THE FOREGOING LIMITATIONS. IF USER IS DISSATISFIED WITH THE

CAMPAIGN REGISTRY, USER'S SOLE AND EXCLUSIVE REMEDY SHALL BE FOR USER TO DISCONTINUE USE OF THE CAMPAIGN REGISTRY AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 7.

COMPANY IS NOT AN INSURER WITH REGARD TO OPERATION OF THE CAMPAIGN REGISTRY. THE DISCLAIMER OF WARRANTIES AND THE LIMITATION OF LIABILITY AND REMEDY ARE A REFLECTION OF THE RISKS ASSUMED BY THE PARTIES IN ORDER FOR USER TO OBTAIN THE RIGHTS TO USE THE CAMPAIGN REGISTRY AT THE SPECIFIED PRICE, IF ANY. USER AGREES TO ASSUME THE RISK FOR: (i) ALL LIABILITIES DISCLAIMED BY COMPANY CONTAINED HEREIN; AND (ii) ALL ALLEGED DAMAGES IN EXCESS OF THE AMOUNT, IF ANY, OF THE LIMITED REMEDY PROVIDED HEREUNDER.

10. Indemnification

a. User agrees to indemnify, hold harmless and defend Company, its members, officers, employees and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person or entity, arising out of or relating to: (a) this Agreement; (b) User's use of the Campaign Registry, including any Data or other Content transmitted or received by User; (c) any unacceptable use of the Campaign Registry by User or through User's account, including, without limitation, any statement, Data or other Content made, transmitted or republished by User which is prohibited as unacceptable at Section 4.c; and (d) any breaches of Section 6 of this Agreement.

b. Company agrees to indemnify, hold harmless and defend User, its members, officers, employees and agents from and against any third party action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person or entity, arising out of or relating to this Agreement.

11. Publicity

Neither party may issue press releases or any other public announcement of any kind relating to the Agreement without the other party's prior written consent. Notwithstanding the foregoing, Company may use the User's name and logo (a) on Company's website; (b) for promotional and marketing purposes; and (c) in connection with its provision of the Campaign Registry, including providing User's name to MNOs that have signed agreements with Company to provide authentication services. Except as set forth herein, neither party may use the trademarks of the other party without its prior written consent.

12. Miscellaneous

a. *Independent Contractors.* The parties and their respective personnel are and shall be independent contractors and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

b. *Waiver.* No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

c. *Severability.* If any provision of this Agreement is determined to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

d. *Relationship of the Parties.* Nothing in this Agreement shall create any joint venture or principal-agent relationship between Company and User. Each party will be responsible for its own costs to comply with its obligations hereunder.

e. *Assignment.* User may not assign this Agreement or any rights or obligations under this Agreement in whole or in part without the prior written consent of Company; provided, however, that such consent shall not be required for assignment by to an Affiliate or successor to its business by merger, consolidation, asset sale or other acquisition. Any attempted assignment in violation of the preceding sentence will be void. This Agreement will bind and inure to the benefit of the respective successors and permitted assigns.

Notice. To be effective, any notice under this Agreement must be in writing (unless otherwise expressly provided) and must be sent by (a) registered or certified mail, postage prepaid, return receipt requested; (b) hand or messenger delivery; or (c) Federal Express or similar overnight delivery service, to the other party at its address(es) for notices set forth below (or such other address(es) as such party may designate by notice to the other given in accordance with this). Any notice, report, or approval under this Agreement will be deemed given on the date actually delivered (except if such date is a Saturday, Sunday or legal holiday, in which case it will be deemed given on the next business day for the recipient).

When Company is the intended recipient:

1775 Tysons Blvd, 5th Floor
Tysons, VA 22102
Attn: Soren Schafft

With a Courtesy Copy (which shall not constitute notice) to:

Glenn S. Richards, Partner
Dickinson Wright LLP
1825 I St, NW, Suite 900
Washington, DC 20006
GRichards@dickinson-wright.com

When User is the intended recipient:

Name: _____

Address: _____

City: _____ State: _____

Zip: _____

Email: _____

f. *Governing Law.* This Agreement shall be interpreted in accordance with and governed by the laws of the Commonwealth of Virginia, USA, without regard to conflict of law principles, as though it were executed and performed entirely in Fairfax County, Virginia, USA. The rights and obligations under this Agreement shall not be governed by the United Nations Convention on Contracts or the International Sale of Goods, the application of which is expressly excluded, but such rights and obligations will instead be governed by the laws of the Commonwealth of Virginia, USA.

g. *Forum.* Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity are disallowed.

h. *Process.* The parties irrevocably submit and consent, and irrevocably waive any and all objections which any party may now or hereafter have, to process being served in any such suit, action or proceeding referred to in the preceding subsection pursuant to the rules of the applicable court, including, without limitation, service by certified or registered mail, return receipt requested. No provision of this section shall affect the right of any party to serve process in any manner permitted by law or limit the right of any party to bring suits, actions or proceedings to enforce in any lawful manner a judgment issued by the state or federal courts of the Commonwealth of Virginia.

i. *Action.* No action arising under this Agreement may be brought by User more than one (1) year after the cause of action has accrued.

j. *Attorney's Fees.* If any action in law or in equity is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable fees of attorneys, accountants, and other professionals, and costs and expenses in addition to any other relief to which such prevailing party may be entitled.

k. *Headings.* The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement.

l. *Force Majeure.* If the performance of any part of this Agreement by either party (other than the payment of money) is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

m. *Survival.* The terms and provisions of Sections 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 shall survive any termination or expiration of this Agreement.

n. *Counterparts.* This agreement may be executed in several counterparts and by electronic or facsimile signatures, and each counterpart shall be deemed as original and all such counterparts together shall constitute one and the same instrument.

o. *Entire Agreement.* This Agreement constitutes the complete and exclusive statement of the agreement between the parties and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties with respect to its subject matter.

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date first written above.

CAMPAIGN REGISTRY, INC.

CUSTOMER

Signature _____

Signature _____

Name _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

FEES AND PAYMENT TERMS

Current fees for the Campaign Registry services are set forth below. Please note:

- All campaign registrations are created for an initial three-month period. After the three-month period, all campaigns will be renewed monthly unless terminated by the User ahead of the renewal date with the exception of vetted political campaigns, which have a one month minimum.
- Campaign fees are billed monthly, at the end of the calendar month.
- The following billing example is provided for illustrative purposes only:

Billing example

Campaign creation	May 5
First Monthly Charge	On May 31 Invoice (end of calendar month of campaign creation)
Second Monthly Charge	On June 30 Invoice
Third Monthly Charge	On July 31 Invoice
Cancellation notice due (to avoid renewal billing)	August 4 (Day before campaign renewal)
First Campaign renewal (anniversary) date	August 5
First Monthly charge in second cycle The campaign continues to be renewed and billed on a monthly cycle until the campaign is terminated	August 31 (end of calendar month of renewal date)

- The Company does not guarantee that any MNOs, or any particular MNO, will approve or maintain approval of any campaign.
- The fees are non-refundable, irrespective of whether the applicable campaigns are terminated or suspended for any reason, whether by the CSP, TCR or MNOs.
- Brands have the option to register through multiple CSPs, but registrations and the corresponding fees are specific to each CSP and not transferrable.

One Time Setup Fees	CSP Registration	\$200.00	One time, non-refundable application fee, which includes validation with MNOs and DCAs. There is no fee for maintenance or renewal of CSP accounts.
	Brand Registration	\$4	This charge excludes any 3rd party vetting fees or non-standard review procedures as mandated by MNOs.

	Sole Proprietor Brand Registration	\$4	One-time fee for registering Sole Proprietors brands.
Monthly Campaign Fees	Regular Campaigns	\$10.00 / month	Invoiced monthly for an initial three month period, after which will be renewed monthly.
	Low Volume Mixed Campaign	\$1.50 / month	Invoiced monthly for an initial three month period, after which will be renewed monthly.
	Political Campaigns	\$10.00 / month	Invoiced monthly.
	Charity Campaigns	\$3.00 / month	Invoiced monthly for an initial three month period, after which will be renewed monthly.
	UCaaS Low Volume	\$1.50 / month	Invoiced monthly for an initial three month period, after which will be renewed monthly. This use case is only available to approved UCaaS businesses.
	UCaaS High Volume	\$10.00 / month	Invoiced monthly for an initial three month period, after which will be renewed monthly. This use case is only available to approved UCaaS businesses.
	Sole Proprietor/Developer	\$2.00 / month	Invoiced monthly for an initial three month period, after which will be renewed monthly. CSPs will need to sign a special amendment with TCR before they are eligible for this use case.
	Carrier Exempt	\$10.00 / month	Invoiced monthly for an initial three month period, after which will be renewed monthly.
	K-12 Education	\$10.00 / month	Invoiced monthly for an initial three month period, after which will be renewed monthly.
	Conversational	\$10.00 / month	Invoiced monthly for an initial three month period, after which will be renewed monthly.

	Emergency	\$5.00 / month	Invoiced monthly for an initial three month period, after which will be renewed monthly.
	Sweepstakes	\$10.00 / month	Invoiced monthly for an initial three month period, after which will be renewed monthly.
	Agents and Franchises	\$30.00 / month	Invoiced monthly for an initial three month period, after which will be renewed monthly.
	Social	\$10.00 / month	Invoiced monthly for an initial three month period, after which will be renewed monthly.
	Platform Free Trial	\$0 / month	CSPs will need to sign a special amendment with TCR before they are eligible for this use case.
3 rd Party Vetting Fees	Standard Brand Vetting	\$40 per vet	One-time, non-refundable vetting fee for successful vets. For failed vets, this fee will be reduced to \$5.
	Enhanced Vet	\$95 per vet	One-time, non-refundable vetting fee for successful vets. For unscored unsuccessful vets, this fee will be reduced to \$5.
	Political Vet with email or standard PIN delivery	\$64 per vet	One-time, non-refundable vetting fee for successful vets. For failed vets, this fee will be reduced to \$22.
	Political Vet with express mail PIN Delivery	\$91.95 per vet	One-time, non-refundable vetting fee for successful vets. For failed vets, this fee will be reduced to \$22.
	Appeal Fee	\$10 per appeal	One-time, non-refundable fee for a manual review of either a brand registration or a standard vet.

EXHIBIT B

SECURITY REQUIREMENTS

Campaign Registry Security Measures

In addition to the User's security obligations outlined elsewhere in this Exhibit B, in the Agreement, or other relevant instruments between the parties, the Company will implement reasonable and appropriate measures to help secure the content in the Campaign Registry against accidental or unlawful loss, access, or disclosure.

The Company may, at its sole discretion, provide detailed security options and/or requirements ("Updated Requirements") from time to time. We will make efforts to provide such requirements with at least ten (10) business days' advance notice, unless urgent implementation and/or compliance is required to avoid major disruption or irreparable harm.

However, it's important to note that the Company cannot guarantee that the Campaign Registry will be entirely free of viruses, cyberattacks, cyber threats, data corruption, data loss, or similar occurrences ("Security Threats").

User's Security Obligations

In addition to the responsibilities outlined elsewhere in the Agreement:

- You agree to comply with any Updated Requirements; failure to do so may result in suspension or termination of services.
- You must take all commercially reasonable efforts to prevent the introduction of any Security Threats into the Campaign Registry or any connected networks.
- You are responsible for ensuring proper access and use of the Campaign Registry, safeguarding your credentials and/or systems against improper access, and appropriately securing, protecting, and backing up your content. You must not share, sell, or transfer your access rights to any third party without prior written approval from us. Nonetheless, you are accountable for all acts or omissions of your subcontractors or agents as though performed by you.

Exhibit C**Customer Support & Service Level Agreement****1. Service Level Agreement Table**

Priority Level	Description	Response Time Guideline (During business hours)
Priority 1	Complete outage of service preventing client's ability to communicate with platform and process campaigns	<ul style="list-style-type: none"> • Notification to client within 1hr • Resolution or work around by next business day, else work will continue until fully resolved. • Daily client updates
Priority 2	Service degradation with accessible work around.	<ul style="list-style-type: none"> • Notification to client within 2hrs of incident identification • Resolution or work around in 2 business days, else work will continue until fully resolved. • Daily client updates.
Priority 3	Minor performance degradation with accessible work around.	<ul style="list-style-type: none"> • Notification to client upon incident identification. • Work will be continuous until the issue is fully resolved. • Clients will be notified as updates become available.
Priority 4	Information request, portal access, billing record request, miscellaneous.	<ul style="list-style-type: none"> • Notification to client upon incident identification. • Work will be continuous until the issue is fully resolved. • Clients will be notified as updates become available.

2. Escalation Matrix

Level	Escalation
1st	support@campaignregistry.com
2nd	Support Manager
3rd	VP of Operations

3. Maintenance Windows & Notifications

a. Customer Notifications

- i. Scheduled Maintenance Notifications will be sent to customer 5 days prior to maintenance.
- ii. Emergency Maintenance Notifications will be sent to customers 24 hours prior to maintenance.
- iii. Maintenance Cancellation Notifications will be sent any time prior to maintenance starting.

- b. Production release is scheduled every other Thursday from **7am to 9am ET** (two-hour maintenance window).

4. Business Hours and Service Availability

- c. Support hours are 9am-8pm ET Monday to Friday except holidays.
- d. TCR Portals and APIs are set up to be operational around the clock, with a targeted availability of better than 99.5% during support hours.

Exhibit D

Agreement for the Sole Proprietor and Platform Free Trial use cases

This exhibit requires a separate signature. Please contact support@campaignregistry.com if you wish to sign this additional agreement.

Exhibit E

Data Processing Addendum

This Data Processing Addendum (“**Addendum**”) forms part of the agreement (the “**Agreement**”) between THE CAMPAIGN REGISTRY INC (“**TCR**”) acting on its own behalf and as agent for each TCR Affiliate, and the undersigned customer (“**Customer**”) (each a “**party**” and collectively the “**parties**”) and reflects the party’s agreement with regard to the processing of Personal Data in accordance with the requirements of the applicable Data Protection Legislation. This Addendum is effective as of the date it is signed by both parties (the “**Effective Date**”).

The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement. Except as modified below, the terms of the Agreement shall remain in full force and effect. In the event of any conflict or inconsistency between this Addendum and the Agreement, the more restrictive data processing and security terms shall prevail.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an addendum to the Agreement. This Addendum forms part of the Agreement and will have the same force and effect as if set out in the body of this Agreement. Except where the context requires otherwise, references in this Addendum to the Agreement are to the Agreement as amended by, and including, this Addendum.

1. DEFINITIONS

1.1 The following terms shall have the following meanings:

- (a) “**Applicable Law**” means all applicable laws, statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judgements, orders, decisions, rulings or awards of any government, quasi-government, statutory or regulatory body, ministry, government agency or department, court, agency or association of competent jurisdiction.
- (b) “**Controller**” means an entity which, alone or jointly with others, determines the purposes and means of the processing of Personal Data, and shall also mean a “**Business**”, where applicable, as defined by the CCPA.
- (c) “**Customer Personal Data**” shall have the meaning given to it in Clause 3.1.
- (d) “**Data Protection Legislation**” means all applicable data protection and privacy laws and regulations, including (without limitation) state, federal and national laws and regulations of the United States, such as the California Consumer Privacy Act of 2018, and its implementing regulations, as amended, the Virginia Consumer Data Protection Act, Colorado Privacy Act, Connecticut Data Privacy Act, Oregon Consumer Privacy Act, Texas Data Privacy and Security Act, and/or the Utah Consumer Privacy Act, the laws of the European Union (“**EU**”), the European Economic Area (“**EEA**”), their Member States and the United Kingdom which are applicable to the processing of Personal Data under the Agreement including (without limitation) the GDPR, the UK Data Protection Act 2018 (“**UK DPA**”), and the Swiss Federal Data Protection Act.

- (e) **“GDPR”** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regards to the processing of Personal Data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation). For the purposes of this Addendum, “GDPR” shall be construed as also referring to the GDPR as it applies in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 and as amended by the UK Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (**“UK GDPR”**). Any references to specific articles of the GDPR shall be construed as also referring to the equivalent sections of the UK GDPR, where applicable.
- (f) **“Personal Data”** means any information relating to an identified or identifiable natural person (a **“Data Subject”**) and/or any such information as may be defined as constituting personal data. Personally identifiable information or any equivalent thereof, in any applicable Data Protection Legislation.
- (g) **“Process”** and variants of it, such as “processing” and “processed” (whether capitalized or not) means any operation or set of operations performed upon Personal Data or sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- (h) **“Processor”** means an entity which processes Personal Data on behalf of the Controller and shall also mean a **“Service Provider”**, where applicable as defined by the CCPA.
- (i) **“Services”** means those services and other activities to be provided to, or carried out on behalf of, Customer by TCR pursuant to the Agreement.
- (j) **“Standard Contractual Clauses”** means, as applicable: (i) the standard contractual clauses for the transfer of personal data to third countries, as approved by the European Commission in Decision (EU) 2021/914 and as set out in Schedule 1 to this Addendum (**“EU SCCs”**); (ii) the EU SCCs as amended by the International Data Transfer Addendum to the European Commission’s Standard Contractual Clauses as approved by the UK Information Commissioner’s Office under section 119A(1) of the UK DPA as set out in Schedule 2 to this Addendum; or (iii) any set of clauses approved by the European Commission, UK Information Commissioner’s Office, or a Supervisory Authority (as applicable) which subsequently amends, replaces or supersedes the same, in each case as amended and interpreted in accordance with Clause 7.3; and
- (k) **“Subprocessor”** means any person or entity appointed by or on behalf of TCR (or the relevant intermediate Subprocessor) to process Customer Personal Data as described in Clause 6, and
- (l) **“Supervisory Authority”** means a supervisory authority established by and EEA Member State or the United Kingdom, pursuant to Article 51 of the GDPR, or any other competent government authority with jurisdiction over the processing of Personal Data under the Agreement.

- 1.2 For the purpose of this Addendum, references to Clauses, Schedules, and Appendixes shall be deemed to be references to the clauses, schedules and appendixes of this Addendum, unless otherwise stated or if the context otherwise requires.

2. **ROLES OF THE PARTIES**

- 2.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause
2.1 is in addition to, and does not relieve, remove or replace, either party's obligations under the Data Protection Legislation or under the Agreement.
- 2.2 The parties acknowledge and agree that for the purposes of the Data Protection Legislation, Customer is the Controller and TCR is the Processor. To the extent TCR requests Customer to process data, the parties further acknowledge and agree that TCR is the Processor and Customer is a Subprocessor.
- 2.3 Customer shall ensure that it has and will continue to have, the right to transfer, or provide access to, Customer Personal Data to TCR for processing in accordance with the Agreement. For the avoidance of doubt, Customer's instructions for the processing of Customer Personal Data shall comply with applicable Data Protection Legislation. TCR will immediately inform Customer if it considers, in its opinion, that any of Customer's instructions infringe applicable Data Protection Legislation. Customer shall have sole responsibility for the accuracy, quality, and legality of Customer Personal Data and the means by which Customer acquires Customer Personal Data and shall be responsible for ensuring that the processing of Personal Data, which TCR is instructed to perform, has a valid legal basis.

3. **SCOPE OF PROCESSING**

- 3.1 Customer agrees that TCR, its Affiliates and agents, may process Personal Data on behalf of Customer to perform its obligations under the Agreement for the term of the Agreement ("**Customer Personal Data**") in accordance with this Addendum. A list of the categories of data subjects, types of Customer Personal Data and the processing activities are set out in the Appendix. The duration of the processing corresponds to the duration of the Services as described in the Agreement, unless otherwise stated in the Agreement or this Addendum.
- 3.2 TCR shall process Customer Personal Data only on the written instructions of Customer unless TCR is required by Applicable Law to process such data. Where TCR is relying on Applicable Law as the basis for processing Customer Personal Data, TCR shall notify Customer of this before performing the processing required by Applicable Law unless those Applicable Laws prohibit TCR from so notifying Customer. Concerning Customer Personal Data to which the GDPR applies. "Applicable Law" as used in this section is limited to the laws of any member state of the EU, the United Kingdom or by the laws of the EU applicable to TCR.
- 3.3 The following is deemed an instruction by Customer to process Customer Personal Data, subject to TCR's compliance with this Addendum and the Data Protection Legislation: (i) processing necessary to perform the Services in accordance with the Agreement; (ii) processing initiated by Customer (or its authorized representative) in their use of the Services; and (iii) processing necessary to comply with other reasonable instructions provided by Customer where such instructions are consistent with the Agreement.

- 3.4 For the avoidance of doubt, the instructions set out at Clause 3.3(i) include (without limitation): (i) instructions to share certain Customer Personal Data with Direct Connect Aggregators (or other Connectivity Partners) and Mobile Network Operators as necessary for the authorization of the Customer's messages to be sent to End Users; and (ii) instructions to process Customer Personal Data as needed to verify information provided by Customer (e.g., if Mobile Network Operators require Customer to have such information verified before messages will be sent). In accordance with Clause 2.3, Customer shall be responsible for ensuring any such actions taken by TCR on behalf of Customer comply with applicable Data Protection Legislation.

4. DATA PROCESSING OBLIGATIONS

- 4.1 Without prejudice to the generality of Clause 2.1, TCR shall, in relation to any Customer Personal Data processed in connection with the performance by TCR of its obligations under the Agreement:
- (a) ensure that it has in place appropriate technical and organizational measures to protect the security, confidentiality and integrity of Customer Personal Data, including protections against accidental, unauthorized or unlawful processing, destruction, loss, alteration and unauthorized disclosure of, or access to, Customer Personal Data (a "**Personal Data Breach**"), appropriate to the harm that might result from a Personal Data Breach and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
 - (b) ensure that all personnel who have access to and/or process Customer Personal Data are obliged to keep Customer Personal Data confidential, either pursuant to a written agreement or under an appropriate statutory obligation;
 - (c) assist Customer in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to records of processing, security, breach notifications, impact assessments and consultations with supervisory authorities or regulators, provided that TCR may charge Customer a reasonable fee on a time and materials basis in the event that TCR considers, in its reasonable discretion, that such assistance is unnecessarily onerous, complex or repetitive. TCR will without delay, to the extent permitted by law, notify Customer upon receipt of a request by a Data Subject to exercise the Data Subjects rights under applicable Data Protection Legislation. Unless required by Data Protection Legislation, TCR shall not respond to any such Data Subject request without Customer's prior written consent, except to confirm that the request relates to Customer;
 - (d) without limitation of any obligation under the Agreement, notify Customer without undue delay on becoming aware of a Personal Data Breach and shall provide Customer with further information about the Personal Data Breach in phases as such information becomes available to the TCR; and
 - (e) on the termination or expiration of the Agreement or upon written direction of Customer, delete or return Customer Personal Data and copies thereof to Customer unless required by Applicable Law to store Customer Personal Data, and in such case, TCR shall hold Customer Personal Data in compliance with this Addendum and will not actively process the Customer Personal Data being held other than as required by Applicable Law. Concerning Customer Personal Data to which the

GDPR applies. “Applicable Law” as used in this section is limited to the laws of any member state of the EU, the United Kingdom or by the laws of the EU applicable to TCR.

- 4.2 TCR shall maintain records and information to demonstrate its compliance with this Addendum. Customer shall, with reasonable notice to TCR, have the annual right (unless required more frequently by Data Protection Legislation, an order of a Supervisory Authority or competent court, or in the event of a Personal Data Breach) to review such records.
- 4.3 Upon Customer’s request. TCR shall, no more than once per calendar year (unless required more frequently by Data Protection Legislation, an order of a Supervisory Authority or competent court, or in the event of a Personal Data Breach) make available for Customer’s review copies of certifications or reports demonstrating TCR’s compliance with this Addendum and the prevailing data security standards applicable to the processing of Customer Personal Data.
- 4.4 Where Customer reasonably believes the information provided under Clause 4.2 and 4.3 above is not sufficient to demonstrate TCR’s compliance with this Addendum, at Customer’s expense and subject to clause 5, TCR shall permit Customer, or its appointed third party auditors (collectively, “**Auditor**”) to audit the architecture, systems and procedures relevant to TCR’s compliance with this Addendum and shall make available to the Auditor all information, systems and staff necessary for the Auditor to conduct such audit. To the extent any such audit incurs in excess of 10 hours or TCR personnel time, TCR may charge Customer on a time and materials basis for any such excess hours.

5. **AUDITS**

- 5.1 Before the commencement of an audit described in Clause 4.4, TCR and Customer will mutually agree upon the reasonable scope, start date, duration of and security and confidentiality controls applicable to the audit. Customer agrees that:
 - (a) audits will be conducted during TCR’s normal business hours;
 - (b) it will not exercise its on-site audit rights more than once per calendar year, (unless required more frequently by Applicable Data Protection Law, an order of a Supervisory Authority or competent court, or in the event of a Personal Data Breach);
 - (c) it will be responsible for any fees charged by any third-party auditor appointed by Customer to execute any such audit;
 - (d) TCR may object to any third-party auditor appointed by Customer to conduct an audit if the auditor is, in TCR’s reasonable opinion, not suitably qualified or independent, a competitor of TCR or otherwise manifestly unsuitable. Any such reasonable objection by TCR will require Customer to appoint another auditor or conduct the audit itself;
 - (e) unless specifically required by an order of a Supervisory Authority or competent court, nothing in this Clause 5 will require TCR either to disclose to the Auditor, or to allow the Auditor access to (a) any data processed by the TCR on behalf of any other organization, (b) any TCR internal accounting or financial information, (c) any trade secret of TCR, (d) any information that, in TCR’s opinion could (i) compromise the security of any TCR systems or premises, or (ii) cause TCR to

breach its obligations to Customer or any third party, or (e) any information that Customer seeks to access for any reason other than the good faith fulfillment of Customer's obligations under the Applicable Data Protection Law; and

- (f) it shall provide TCR with copies of any audit reports completed by the Auditors, which reports shall be subject to the confidentiality provisions of this Agreement.

6. **APPOINTMENT OF SUBPROCESSORS**

- 6.1 Customer authorizes TCR to appoint (and permit each Subprocessor appointed in accordance with this Clause 6 to appoint) Subprocessors for the purpose of providing the Services in accordance with this Clause 6 and any restrictions in the Agreement.
- 6.2 TCR may continue to use those Subprocessors already engaged by TCR as at the Effective Date as listed in Annex III to the Schedule, subject to TCR in each case as soon as practicable meeting the obligations set out in Clause 6.4.
- 6.3 TCR shall give Customer prior notice of any intended changes concerning the appointment or replacement of Subprocessors. If, within fourteen (14) days of receipt of that notice, Customer notifies TCR in writing of any objections (on reasonable grounds) to the proposed appointment:
 - (a) TCR shall work with Customer in good faith to make available a commercially reasonable change in the provision of the Services which avoids the use of that proposed Subprocessor; and
 - (b) where such a change cannot be made within thirty (30) days from receipt by TCR of Customer's notice, notwithstanding anything in the Agreement, Customer may by written notice to TCR terminate those Services which cannot be provided by TCR without the use of the objected-to Subprocessor. This termination right is Customer's sole and exclusive remedy if Customer objects to any proposed Subprocessor.
- 6.4 With respect to each Subprocessor, TCR shall:
 - (a) ensure that the arrangement between on the one hand (a) TCR, or (b) the relevant intermediate Subprocessor; and on the other hand, the Subprocessor, is governed by a written contract including terms which offer at least the same level of protection for Customer Personal Data as those set out in this Addendum and meet the requirements of Data Protection Legislation, including, where applicable, Article 28(3) of the GDPR;
 - (b) to the extent that Subprocessor processes Customer Personal Data outside of the EU, EEA and/or the United Kingdom, TCR will ensure that appropriate safeguards are at all relevant times incorporated into the agreement between on the one hand (a) TCR, or (b) the relevant intermediate Subprocessor; and on the other hand, the Subprocessor, or before the Subprocessor first processes Customer Personal Data procure that it enters into an agreement incorporating appropriate safeguards; and
 - (c) provide to Customer for review such copies of the agreements with Subprocessors (which may be redacted to remove confidential commercial information not relevant to the requirements of this Addendum) as Customer may request from time to time.

- 6.5 TCR may replace a Subprocessor if the need for the change is urgent and necessary to provide the Services and the reason for the change is beyond TCR's reasonable control. TCR shall notify Customer of the replacement as soon as reasonably practicable, and Customer shall retain the right to object to the replacement Subprocessor pursuant to Clause 6.3 above.
- 6.6 Where the Subprocessor fails to fulfill its data protection obligations and TCR is the initial Processor, TCR shall remain fully liable to Customer for the performance of that Subprocessors obligations.

7. **INTERNATIONAL TRANSFERS**

- 7.1 TCR is self-certified to the Data Privacy Framework (the EU-US and/or Swiss-US self-certification program operated by the U.S. Department of Commerce). TCR intends to maintain its Data Privacy Framework certification during the term of this DPA, until such time as the Federal Trade Commission determines it will no longer enforce the terms of Data Privacy Framework, or TCR determines it is no longer useful to its customers.
- 7.2 TCR and Customer may propose variations to this Addendum which the party reasonably considers to be necessary to address the requirements of any Data Protection Legislation, and the parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in the party's notice as soon as is reasonably practicable.

8. **GENERAL TERMS**

Termination

- 8.1 Subject to Clause 8.2, the parties agree that this Addendum shall terminate automatically upon termination of the Agreement.
- 8.2 Any obligation imposed on TCR under this Addendum and the Agreement in relation to the processing of Customer Personal Data shall survive any termination or expiration of this Addendum.

Governing law of this Addendum

- 8.3 This Addendum shall be governed by the governing law of the Agreement.

Choice of jurisdiction

- 8.4 The parties to this Addendum hereby submit to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this Addendum.

Order of precedence

- 8.5 Nothing in this Addendum reduces TCR's obligations under the Agreement in relation to the protection of Customer Personal Data or permits TCR to process (or permit the processing of) Customer Personal Data in a manner which is prohibited by the Agreement. In the event of any inconsistency between this Addendum and any other agreements between the parties, including but not limited to the Agreement, the most restrictive obligation(s) shall prevail.

Severance

- 8.6 Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

ANNEX I - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Description of the technical and organizational security measures implemented by the data importer:

TCR has obtained ISO 27001:2013 certification in November 2020 by Perry Johnson Registrars, certificate number C2020-03812, with an Information Management System (ISMS) covering all relevant information security areas including Access Control, Human Resource Security, Asset Management, Backup Management, Virus Management, Encryption, Physical and Environmental Security, VAPT testing, Change Management, Data Retention, Infosec Risk Management, Incident Management, etc.

ANNEX II – LIST OF SUBPROCESSORS

Customer has authorized the use of the following (sub) processors by TCR:

Name	Address	Contact person (name, position, contact details)	Description of processing
Wireless Media Consulting, Inc. d/b/ a WMC Global	11781 Lee Jackson Memorial Highway, Suite 500, Fairfax, VA 22033	Ian Matthews CEO ian.matthews@wmcglobal.com	Provider of optional vetting services.
Aegis Mobile, LLC	8850 Stanford Blvd, Suite 4200, Columbia, MD 21045	John Tullai COO tullai@aegismobile.com	Provider of identity verification and optional vetting services.
Amazon Web Services, Inc. (“AWS”),	410 Terry Avenue, Seattle, WA 98109		Hosting provider for TCR applications and data.
Proofpoint, Inc.	892 Ross Drive, Sunnyvale, CA 94089	Michael Blum, Mobile Security Product Management Director	Messaging compliance / spam filter support to US MNOs, with use of data shared by TCR