



EZLYNX TEXTING END USER LICENSE AGREEMENT

IMPORTANT – READ CAREFULLY: This EZLynx Texting End User License Agreement (EULA) is a legal agreement between you (either an individual or a single entity) and Webcetera, L.P. d/b/a EZLynx (“Webcetera”) for the short-message-system (SMS) services made available by Webcetera to you as identified above, which may include associated media, printed materials and online or electronic documentation (“SERVICE”). Any references in this agreement to “licensor”, “we”, “our”, or “us” shall refer to Webcetera and its successors and assignees. By using the SERVICE, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not use the SERVICE.

GRANT OF LICENSE: Subject to the payment of all fees by you and the terms and conditions of this EULA, you are granted a personal, non-exclusive, limited license, to use the SERVICE.

TERMS OF USE:

Your use of the SERVICE is subject to the following restrictions: You agree that your use of the SERVICE (1) shall be only for lawful purposes and may not be used for any illegal, improper or abusive activities, and (2) shall not be in a manner contrary to the requirements of a mobile operator, regulator or self-regulatory body.

If we have reason to believe that your use of the SERVICE has violated any terms of this TERMS OF USE section, we may investigate the incidents that we believe are contrary to the terms of this TERMS OF USE section, and following such investigation, we will provide you with written notice and information regarding any such incident. You agree that we may terminate or restrict access to and use of the SERVICE by you that we find in violation of this TERMS OF USE section. In case your content is found to be offensive or unacceptable by third parties, we may, without owing any indemnity to you, with prior notice, immediately suspend (i.e., temporarily stop providing) or terminate the Service.

You acknowledges and agree that the following list gives examples of uses of the SERVICE that are illegal, abusive, interfering or otherwise unacceptable or inappropriate (this list is provided by way of example and is not exhaustive): (1) adversely impacting the availability, reliability, or stability of the Services; (2) launching or facilitating, whether intentionally or unintentionally, a denial of service attack on any of SERVICE; (3) attempting to bypass or break any security mechanism on any of the SERVICE or using the SERVICE in any other manner that poses a security or service risk to us or any user of the SERVICE; (4) testing or reverse-engineering the SERVICE in order to find limitations, vulnerabilities or evade filtering capabilities; (5) using the SERVICE in any manner that may subject us or any third party to liability, damages or danger; (6) using the SERVICE in any manner that violates any applicable third party policies or requirements that we make written notice of; (7) using the SERVICE in any manner that violates the Mobile Marketing Association guidelines and/or best practices, carrier guidelines, or any other applicable industry standards; (8) engaging in fraudulent activity with respect to third parties or otherwise bypassing legitimate identification systems; (9) engaging in spamming or other unsolicited advertising, marketing or other activities, including, by way of example, any activities that violate anti-spamming laws and regulations including, but not limited to, the CAN SPAM Act of 2003, the Telephone Consumer Protection Act, and the Do-Not-Call Implementation Act; (10) using the SERVICE in connection with any unsolicited or harassing messages (commercial or otherwise) including but not limited to unsolicited or unwanted phone calls SMS or text messages, voice mail, or faxes; (11) offering or purporting to offer any Emergency Services (“Emergency Services” means services that allow a user to connect with emergency services personnel or public safety answering points such as 911 or E911 services); (12) harvesting or otherwise collecting information about others, including email addresses or phone numbers, from a website without express consent; (13) creating a false identity or forged email address or header, or phone number, or otherwise attempting to mislead others as to the identity of the sender or the origin of a message or phone call; (14) violating or facilitating the violation of any U.S. or foreign law regarding the transmission of technical data or software; (15) improperly engaging in activity for which the United States Federal Communications Commission has restricted or regulated with regard to proper use of the public telephony network; (16)



using the SERVICE, or a component of the SERVICE, in a manner not authorized by us; or (17) engaging in activities or transmitting through the SERVICE any information that contains Inappropriate Content ("Inappropriate Content" means, but is not limited to, content that: is libelous or defamatory or otherwise malicious or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age; is fraudulent; contains viruses, Trojan horses, worms or any other malicious, harmful, or deleterious programs; interferes with or disrupts networks connected to the SERVICE or violates the regulations, policies or procedures of such networks; promotes, markets or otherwise relates to illegal activities; or infringes on the intellectual property rights or other rights of third parties, including but not limited to trademark, copyright or rights of publicity or otherwise violates, infringes on, or misappropriates the rights of any third party).

The United States long number SMS SERVICE may not be used in a manner other than Peer-to-Peer. A long number SMS message may originate from a mobile phone, a computer or an internet-based service, but the message must have been initiated due to human interaction, versus an automated or timed message. Each message is viewed as a single instantiation of these definitions (i.e., if a message is transmitted from a natural person to an application and a subsequent message is transmitted from the application to a natural person, such as a SMS search function for example). Although the "round-trip" appears as though the message originated from a natural person back to the same natural person, each message is viewed individually. To that end, the initial message is viewed as a single message sent from a natural person to an application and the subsequent message is viewed as a single message sent from an application to a natural person. Marketing SMS and mobile content delivery messages are not permitted on the United States long number SMS SERVICE. You (and any end user using the SERVICE by or through you) are strictly prohibited from using inbound and outbound SERVICE in connection with any call types that would result in us incurring originating access charges, local exchange carrier "DIP" fees or other call types that may be subject to reverse billing process, application or charge. In the event that you (and any end user using the SERVICE by or through you) fail to comply with the terms of this section, we may (i) immediately suspend or terminate the SERVICE without notice or opportunity to cure and (ii) charge you an additional \$0.05 per minute or SMS of use for all inbound SERVICE from and after the date of any violation. If you utilize the SERVICE using a dedicated short code, you will be the named owner of any short code assigned to you by an authorizing organization. At any time during or after the term of this EULA, you may cause such dedicated short code to become associated with the SMS network provider of your choosing. Note that we have the right to terminate your short code if you fail to timely pay the fees we specify.

FEES: You agree to pay us all initialization, subscription and/or transaction fees associated with the SERVICE. We may also charge you for fees and costs we incur from wireless carriers in relation to your use of the SERVICE. These fees and costs include interworking charges that your use of the SERVICE generates in relation to sending to ported numbers, and fees for providing provisioning services in relation to dedicated short code services. These fees and charges will be billed to you by us the month after we have received an invoice for porting or undertaking provisioning services.

YOUR REPRESENTATIONS/WARRANTIES:

You agree and acknowledge that you are responsible for providing suitable third party hardware or communications equipment, and for all other third party infrastructure, necessary to ensure that you may access and use the SERVICE.

You agree that we exercise no control over your content, and we are a passive conduit in transmitting, delivering, and handling your content. As between us, you are responsible for (i) the accuracy, completeness and appropriateness of content transmitted by you or on your behalf using the SERVICE, and (ii) the acts or omissions of mobile subscribers with respect to your content.

You will not use the SERVICE for any illegal, immoral or improper purpose or in any manner which contravenes this Agreement and the TERMS OF USE section and you will not allow any third party to do



so, and you will employ industry best practices and retain documentation evidencing your compliance with this section (including without limitation documentation establishing that you have obtained all required consents, authorizations and approvals relating to your use of the SERVICE). We reserve the right to monitor your use of the Service for any reason or no reason, without notice, to insure your compliance with this EULA and the TERMS OF USE section. You will inform us immediately if you have reason to believe that there is likely to be an unauthorized or impermissible use of the SERVICE. You agree to handle your SERVICE credentials (login/password) carefully and take responsibility for any and all use of your credentials.

You represent and warrant that: (i) the information you provide in connection with your registration for the SERVICE is accurate and complete; (ii) you are duly authorized to do business in the jurisdiction where you operate; (iii) you are an authorized representative of your entity duly authorized to access the SERVICE and to legally bind you to this EULA and all transactions conducted under your account; and (iv) you have read and understand this EULA.

MAINTENANCE/UPGRADE/AVAILABILITY: We may temporarily suspend the SERVICE in order to undertake maintenance or upgrades. We will endeavor to give you advance written notice of such suspension. When possible, such maintenance-related suspensions (excluding force majeure events or substantial or total outage of the SERVICE, which we cannot foresee) will occur during off peak hours. We are not responsible in any way for any mobile telecommunications systems or networks, which we do not operate. Therefore we are not liable for the acts or omissions of other providers of telecommunication services (including suspension or termination of connections and/or contracts with any mobile operator) or for faults in or failures of their apparatus or network, and in general for any other technical reason attributable to a mobile operator's network or a telecommunication service provider.

NOTICES: Notices that we provide to you under this EULA (e.g., notices of breach and/or suspension) will be provided via a notification message in email to the email address you provide us in your registration for the SERVICE or through periodic updates you make to your account profile. It is your responsibility to keep your email address current, and you will be deemed to have received any email sent to the last known email address we have on record for you. Notices we send you will be deemed effective upon our sending of the email, whether or not you actually receive the email. For notices you provide to us under this EULA, please contact us by email at support@ezlynx.com.

INDEMNIFICATION: You will defend and handle at your own expense, indemnify and hold harmless us, our parent companies, subsidiaries and affiliated companies, their respective officers, directors, employees and agents, subcontractors, suppliers (each, an "indemnified party") from and against any and all claims, demands, actions, damages, costs and expenses, or liability of whatever nature incurred or to be incurred by an indemnified party (including but not limited to costs of investigation and reasonable attorney and other third party fees and, to the extent permitted by law, fines and penalties) in connection with or arising from (i) your use of the SERVICE other than as expressly authorized in this EULA, (ii) your infringement of any third party intellectual property rights in connection with or arising from your use of the SERVICE, (iii) any breach of this EULA, and (iv) any claims arising from information, data, or messages transmitted by you using the SERVICE that we contend comprise a violation of the TERMS OF USE section. We agree to promptly notify you of any such claim, to permit you to control the defense and/or settlement of such claim and to assist you, at your expense and reasonable request, in the defense and/or settlement of any such claim. You agree that we may additionally participate, at our expense, in the defense of any such claim through counsel of our own choosing.

INTELLECTUAL PROPERTY: Your use of the SERVICE does not convey any title, ownership rights and intellectual property rights in and to the SERVICE.

FORCE MAJEURE: Any delay or failure by either party hereto in performance hereunder will be excused if and only to the extent that such delays or failures are caused by occurrences beyond such party's control, including acts of God, decrees or restraints of governments, strikes or other labor disturbances, war,



sabotage, and any other cause or causes, whether similar or dissimilar to those already specified, which cannot be controlled by such party; provided that the party seeking to excuse its performance will promptly notify the other party of the cause therefore, such performance will be so excused during the inability of the party to perform but for no longer period, and the cause thereof will be remedied so far as possible with all reasonable dispatch. Notwithstanding the foregoing, either party may terminate this Agreement in writing if such condition continues for a period of sixty (60) days.

DISCLAIMER OF WARRANTIES: YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. WE PROVIDE THIS SERVICE ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE DO NOT WARRANT AND EXPRESSLY DISCLAIM THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS; (II) THE SERVICE WILL BE UNINTERRUPTED, RELIABLE, TIMELY, SECURE, ERROR-FREE OR FREE OF VIRUSES AND OTHER HARMFUL COMPONENTS, AND (III) ANY ERRORS RESULTING FROM YOUR USE OF THE SERVICE WILL BE CORRECTED. ANY DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR SOLE DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICES/COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

LIMITATIONS OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, DAMAGES FOR LOSS OF BUSINESS PROFITS/LOSS OF BUSINESS INFORMATION, COMPUTER/DEVICE FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR LIABILITY SHALL NOT EXCEED, IN THE AGGREGATE, A SUM EQUAL TO THE AMOUNT OF FEES, IF ANY, PAID BY YOU FOR USING THE SERVICE UNDER THIS AGREEMENT.

TERM/TERMINATION:

Your license to use the SERVICE may be suspended or may be terminated automatically if you fail to comply with the terms and requirements of this EULA. Your use of the SERVICE may continue until terminated by you by closing your account for such SERVICE or by contacting us. We may suspend your right to use any or all of the SERVICE or terminate this EULA in its entirety (and, accordingly, cease providing any SERVICE to you), for any reason or for no reason, at our discretion at any time by providing you thirty (30) days' advance notice.

We may suspend your right to use the SERVICE or terminate this EULA in its entirety (and, accordingly, your right to use the SERVICE), for cause effective immediately upon our written notice to you if (i) you violate any provision of this EULA or we have reason to believe that you have violated this EULA, (ii) there is an unusual spike or increase in your use of the SERVICE for which there is reason to believe such traffic or use is fraudulent or negatively impacting the operating capability of the SERVICE; (iii) we determine, in our sole discretion, that our provision of any of the SERVICE to you is prohibited by applicable law, or has become impractical or unfeasible for any legal or regulatory reason; or (iv) subject to applicable law, upon your liquidation, commencement of dissolution proceedings, disposal of your assets, failure to continue your business, assignment for the benefit of creditors, or if you become the subject of a voluntary or involuntary bankruptcy or similar proceeding. We may also immediately and without notice terminate this EULA in its entirety (and, accordingly, your right to use the SERVICE) if you are in default of any payment obligation with respect to any of the SERVICE or if any payment mechanism you have provided to us is invalid or charges are refused for such payment mechanism.



Upon our suspension of your use of the SERVICE, in whole or in part, for any reason: (i) fees will continue to accrue for any SERVICE that is still in use by you, notwithstanding the suspension; (ii) you remain liable for all fees, charges and any other obligations you have incurred through the date of suspension with respect to the SERVICE; and (iii) all of your rights with respect to the SERVICE will be terminated during the period of the suspension. Upon termination of this EULA for any reason: (i) you remain liable for all fees, charges and any other obligations you have incurred through the date of termination with respect to the SERVICE; and (ii) except as expressly set forth herein, all of your rights under this EULA will immediately terminate.

In the event this EULA expires or is cancelled or terminated for any reason, the following sections will survive any such expiration, cancellation or termination: FEES, YOUR REPRESENTATIONS/WARRANTIES, INDEMNIFICATION, DISCLAIMER OF WARRANTIES, LIMITATIONS OF LIABILITY, INTELLECTUAL PROPERTY, and MISCELLANEOUS PROVISIONS.

MISCELLANEOUS PROVISIONS: This EULA will be governed by and construed in accordance with the laws of the State of Texas and, to the extent applicable, United States federal laws. The exclusive forum for any disputes arising out of or relating to this EULA shall be an appropriate federal or state court in Dallas County, Texas. You hereby expressly waive your right to a jury trial and all venue, jurisdiction and choice of law challenges or defenses. If a court finds any provision or portion of this EULA to be invalid or unenforceable, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this EULA will continue in full force and effect. This EULA constitutes the entire agreement between you and us with respect to the SERVICE and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding the SERVICE. Any changes to this EULA will be published here. Your use of the SERVICE will always be governed by the EULA in effect at the time of use.