

GOP GATEWAY SERVICE AGREEMENT

This **GOP GATEWAY SERVICE AGREEMENT** ("**Agreement**") is a legal agreement between you ("**Customer**" or "**You**"), and Republican Governors Association ("**RGA**" and together with Customer, the "**Parties**", and each a "**Party**").

RGA PROVIDES THE SERVICES (AS DEFINED HEREIN) SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT CUSTOMER ACCEPTS AND COMPLIES WITH THEM. BY CREATING AN ACCOUNT OR OTHERWISE REQUESTING, ACCESSING OR USING THE SERVICES, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS; AND (B) YOU REPRESENT AND WARRANT THAT: (I) YOU HAVE THE FULL RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT FOR YOURSELF, OR IF YOU ARE A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF SUCH ENTITY AND TO BIND SUCH ENTITY TO THE TERMS HEREIN; AND (II) YOU (AND YOUR ORGANIZATION, IF APPLICABLE) HAVE THE FULL RIGHT, POWER, AND AUTHORITY TO PERFORM THE OBLIGATIONS AND GRANT THE RIGHTS, LICENSES, CONSENTS, AND AUTHORIZATIONS HEREIN. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MUST NOT CREATE AN ACCOUNT, DOWNLOAD, INSTALL, ACCESS OR OTHERWISE USE THE SERVICES, INCLUDING THE PLATFORM (AS DEFINED BELOW), AND RGA WILL NOT AND DOES NOT GRANT YOU ANY RIGHTS TO THE SERVICES REFERRED TO HEREIN.

THIS AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH RGA THROUGH FINAL AND BINDING ARBITRATION, EXCEPT AS OTHERWISE SET FORTH HEREIN. ANY ARBITRATION UNDER THIS AGREEMENT MUST TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. THINK CAREFULLY ABOUT WHAT THIS MEANS FOR YOU.

1. SERVICES AND LICENSES

1.1 Services. RGA has created a proprietary text messaging software platform (the "**Platform**") that permits customers to initiate text messages to identified recipients (the "**Services**") and desires to host and provide access to GOP Gateway and the Services to Customer as set forth in the Plan Description found on our website, <https://gopgateway.com/signup.html>, as it may be amended from time to time in the future (the "**Plan Description**"). To the extent the terms of the Plan Description conflict with the terms of this Agreement or the Website Terms (as defined in Section 1.3(f)) the terms set forth in this Agreement shall govern.

1.2 Licenses.

(a) RGA hereby grants Customer a non-exclusive, non-transferable (except as set forth in Section 8.10), non-sublicensable license during the Term (as defined in Section 2.1) to download, access and

use the Platform for the purpose of receiving the benefits of the Services. RGA, in its sole discretion, may make updates, upgrades, or other new releases of the Platform available to Customer.

(b) Subject to the terms hereof, law, and the rights granted by the non-conflicting terms of the Website Terms, Customer grants RGA a royalty-free, fully paid-up, non-exclusive, non-sublicensable license to use all Customer Data (as defined in Section 4.2); provided, however, that RGA may not, without Customer's express prior written consent, transfer or otherwise make available the Customer Data to any other customer of RGA or use the Customer Data for any purpose except (i) to perform its obligations under this Agreement, including the maintenance, hosting and provision of the Services, (ii) for RGA's internal purposes (e.g., such as for testing, improvement or modification of the Platform), (iii) create additional features and services to offer all of RGA's customers through the Platform and (iv) to develop or derive RGA Data (as defined in Section 4.4). The license granted in this Section 1.2(b) will be granted in perpetuity, is irrevocable and shall survive the termination or expiration of this Agreement.

(c) Customer authorizes RGA to refer to Customer's name in RGA's press releases, social media posts, blog posts and other marketing materials.

(d) RGA in its discretion may grant to Customer a non-exclusive license and right to use the RGA Data, in each case to the extent agreed to in writing (including any applicable order form) executed by and between Customer and RGA and solely for the purpose of receiving the benefits of the Services. Customer shall not utilize RGA Data in any manner, or for any purpose, that would directly or indirectly compete with RGA, the Platform or the Services. Customer may not (i) modify, copy, transmit, externally display, transfer or prepare derivative works of RGA Data; or (ii) publish or otherwise distribute any RGA Data to any third party without the prior express written consent of RGA.

1.3 Use of Services and Restrictions.

(a) Customer is responsible for maintaining the confidentiality of any and all usernames and passwords issued to or created by Customer that are used to access the Services. Customer acknowledges and agrees that Customer is solely responsible for any and all activities conducted through the use of the Platform, whether by Customer's employees, agents, service providers or any other person that interacts with the Platform under Customer's account, whether such action is made with or without Customer's authority.

(b) Customer agrees that it will not use, and will not permit any other person or entity to use, the Platform to transmit any content that is illegal or that relates to or references illegal activities, drugs, or alcohol; that is defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive; or that infringes upon or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). Customer further agrees that it will not use, and will not permit any other person or entity to use, the Platform to

contact any emergency services, to annoy or harass any person or entity, or in any manner that otherwise violates any federal, state or local law, regulation or ordinance.

(c) Customer agrees that it will only use, and permit others to use, the Platform in a manner that is consistent with the terms of this Agreement and Applicable Law. For purposes of this Agreement, **"Applicable Law"** shall mean any applicable law, rule, statute, regulation or legal obligations applicable to the use of the Platform by Customer, including, without limitation, the Telephone Consumer Protection Act, 47 U.S.C. § 227, and the Federal Communications Commission's rules issued thereunder, including 47 C.F.R. § 64.1200 (collectively, the "TCPA"), the Telemarketing and Consumer Fraud and Abuse Prevention Act, 15 U.S.C. §§ 6101 et seq., and the Federal Trade Commission's Telemarketing Sales Rule issued thereunder, 16 C.F.R. §§ 310.1 et seq. (collectively, the "TSR"), federal and state laws relating to do-not-call registries ("DNC Laws"), federal and state campaign finance laws (including required disclaimer, disclosure, or "Paid for by" laws, such as the California Text Message DISCLOSE Act, or AB 201), and any analogous or similar foreign, local, municipal or state laws and regulations. For the avoidance of doubt, Customer may only use the Platform to initiate or cause to be initiated messages if the subscriber or customary user of the telephone number to be contacted has provided the consents that are required by Applicable Law for the type of message sent and has not revoked such consent. Customer agrees to promptly honor any request by a message recipient to not be contacted or any other revocation of consent to be contacted via any particular manner, for any particular purpose or at any particular times. To the extent any message constitutes an advertisement or serves a marketing purpose and to the extent required by Applicable Law, Customer agrees to obtain and review the applicable federal and state do-not-call registries as frequently as required by Applicable Law and to refrain from initiating messages to any telephone number appearing on any such registry. Customer shall be solely responsible for any and all messages sent through the use of the Platform and RGA shall have no liability for any such messages.

(d) Customer shall not take any action to mask, spoof or alter caller identification information in violation of any applicable federal or state law, including, without limitation, the TSR, the FCC's Truth in Caller ID Rules, 47 C.F.R. §§ 1601 et seq., and analogous state laws and regulations.

(e) Customer may not sell, license, sublicense, modify, distribute, display, disassemble, or reverse engineer the Platform, in whole or part, and may not use the Platform on behalf of anyone other than Customer or make the same available on a time-share or service bureau basis. Customer may not use the Platform to store or transmit code, files, script, or programs intended to do harm, such as viruses, worms, time bombs or other malicious code, or otherwise interfere with the integrity, performance or security of the Platform. Customer may not modify or remove any proprietary notices included in the Platform by RGA. Customer may not access the Platform in order to build a competitive service or product; for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; or to "harvest" or collect information (including information about other Platform users) using an automated software tool or manually on a mass basis. Customer acknowledges that the Platform does not have the capability to automatically send messages, and

Customer agrees that it shall not alter, modify, reconfigure or reverse engineer the Platform or use the Platform and any other third party code, files, script or program to automatically send messages or in any manner that violates the terms of this Agreement, applicable law or the Website Terms.

(f) Customer understands and agrees that use of the Platform, is subject to RGA's Terms of Service (available at: <https://gopgateway.com/terms-of-service.html>), Privacy Policy (available at: <https://gopgateway.com/privacy.html>), and Acceptable Use Policy (available at: <https://gopgateway.com/usepolicy.html>) (collectively, the "**Website Terms**"), which are hereby incorporated by reference. Customer will comply with, and cause any of its users to comply with, the terms of this Agreement and the applicable Website Terms. Notwithstanding any other provision to the contrary, to the extent the terms of this Agreement conflict with the Website Terms, the terms of this Agreement shall govern. Customer acknowledges and agrees that the Website Terms may be modified by RGA at any time, for any reason, and at RGA's sole discretion. A revised version of any of the Website Terms will be effective as of the date it is posted. Customer should review the Website Terms periodically to be aware of and understand any changes. Notwithstanding the foregoing, in the event RGA makes a material change to the Website Terms, RGA will provide Customer with notice of such change by posting a notice on RGA's website, after which Customer's access to and use of the Platform shall be subject to the updated version of the Website Terms.

(g) To the extent Customer adopts its own terms of service, terms or use, privacy policy or similar restrictions relating to the use of the Platform (collectively, "**Customer Policies**"), Customer agrees that RGA will be made a third-party beneficiary of any such Customer Policies. Customer Policies shall be at least as restrictive as the Website Terms and the Terms of this Agreement. Customer shall submit a copy of any Customer Policy to RGA for approval prior to its adoption and agrees that it shall not adopt or post any Customer Policy that has not yet been approved by RGA.

2. TERM AND TERMINATION

2.1 Term. Except as otherwise provided in this Agreement, this Agreement will commence on the date that Customer obtains account credentials in order to access the Platform (the "**Effective Date**") for a period of one month and shall renew automatically on a monthly basis (collectively, the "**Term**").

2.2 Termination by Either Party. Either Party may terminate this Agreement at any time, and for any reason. Should Customer choose to cancel its subscription, Customer will be responsible for the full subscription fee for the month in which Customer cancels, and RGA will continue to provide Customer access to the Platform until the end of the month.

2.3 Effect of Termination. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

(a) all non-perpetual rights, licenses, consents and authorizations granted by either Party to the other hereunder will immediately terminate;

(b) Customer will promptly pay all amounts due under this Agreement; and

(c) RGA may disable access to the Platform.

2.4 Survival. The rights and obligations of the Parties set forth in Section 3, Section 4, Section 5, Section 8, and Sections 1.2(b), 2.3, 2.4, 6.1.2, 7.1 (for services provided prior to expiration or termination), 7.2, 7.3, 7.4 and any other right or obligation of the Parties in this Agreement which, by its nature, should survive expiration or termination of this Agreement, will survive any such expiration or termination of this Agreement.

3. INDEMNIFICATION

3.1 Customer. Customer agrees to indemnify, defend and hold harmless RGA and its affiliates, and its and their officers, directors, employees, agents and representatives from and against any losses, costs, damages, liabilities, expenses, fees or fines (including reasonable attorneys' fees) to the extent incurred as a result of or otherwise arising from any third party claim, allegation, lawsuit, demand, or proceeding (hereafter "**Claim**") based upon, or in connection with, (i) any material breach of the terms of this Agreement by Customer or any of its directors, officers, employees, consultants, contractors, personnel, agents or service providers (collectively, "**Representatives**"); (ii) any use by Customer or its Representatives of the Platform or Customer Data, in violation of this Agreement or Applicable Law; (iii) negligence by Customer or any of its Representatives relating to the use of Customer Data; (iv) a message that is sent by Customer or any of its Representatives without the consent required under Applicable Law, including the TCPA, TSR or analogous state laws; (v) any violation of Applicable Law (which includes, without limitation, the TCPA, TSR, DNC Laws and analogous state laws) or any other legal obligation by Customer or any of its Representatives and (vi) any public disclosure of, or insufficient security that leads to the disclosure of, Customer Data that occurs as a result of an act or omission of Customer or any of Customer's Representatives. Notwithstanding the foregoing, Customer shall have no obligation to indemnify RGA if a Claim results from the gross negligence or willful misconduct of RGA which caused text messages to be sent through RGA's systems in Customer's name that (i) were not authorized by Customer at the time of their sending, or (ii) contained content not created, authorized, or approved by Customer at the time of their sending.

3.2 RGA. RGA agrees to indemnify, defend and hold harmless Customer, its officers, directors, employees, agents and representatives from and against any losses, costs, damages, liabilities, expenses, fees or fines (including reasonable attorneys' fees) to the extent incurred as a result of or otherwise arising from any third party claim, allegation, lawsuit, demand, or proceeding based upon any allegation that the Platform infringes or misappropriates any third party copyright, trademark, trade dress, trade secret right or other intellectual property right. If an indemnification claim is made under this Section 3.2 or if RGA believes such a claim is reasonably likely, in its sole discretion and at its sole expense, RGA may (i) undertake to procure for Customer the right to continue using the Platform, (ii) modify the Platform to render it non-infringing but with substantially equivalent functionality; (iii) substitute the Platform with a replacement that is non-infringing but with

substantially equivalent functionality; or (iv) if none of clauses (i), (ii) or (iii) can be achieved on terms and conditions reasonably acceptable to RGA, terminate this Agreement and Customer may request a refund of any fees that have been paid in advance.

3.3 Indemnification Procedure. Each Party shall promptly notify the other Party in writing of any action for which such Party believes it is entitled to be indemnified pursuant to Section 3.1 or Section 3.2, as the case may be. The Party seeking indemnification (the "**Indemnitee**") shall cooperate with the other Party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly take control of the defense and investigation of such action and shall employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 3.3 will not relieve the Indemnitor of its obligations under this Section 3, except to the extent that the Indemnitor can demonstrate that it has been prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any such action, without first obtaining the Indemnitee's prior written consent, where the settlement of such action results in any admission of guilt or liability on the part of the Indemnitee, imposes any obligation or liability on the Indemnitee, or has a judicially binding effect on the Indemnitee (other than monetary liability for which the Indemnitee is indemnified by the Indemnitor).

4. OWNERSHIP OF MATERIALS

4.1 Ownership of the Platform. RGA is and will remain the sole and exclusive owner of the Platform, as well as any upgrades, updates, modifications and developments. Customer will not acquire any interest in the Platform or any other intellectual property of RGA by virtue of any rights granted under this Agreement. All rights not expressly granted hereunder by RGA are expressly reserved to RGA.

4.2 Customer Data. As between the Parties, Customer owns all right, title and interest in and to any telephone numbers, names or messages that are uploaded, received, stored, maintained, collected, or processed within the Platform by Customer (the "**Customer Data**"). Subject to the provisions of Section 1.2(b), above, RGA shall have the non-revocable right to collect and store any such Customer Data pursuant to RGA's Privacy Policy (which is available at: <https://gopgateway.com/privacy.html>).

4.3 Notifications. Customer will notify RGA of any known use or registration by third parties of the Platform that may be an unauthorized use or may infringe upon RGA's rights. At no time will Customer challenge RGA's ownership of the Platform or RGA's intellectual property rights.

4.4 RGA Data. RGA will not be restricted with respect to RGA's commercialization or other use of (a) any outputs, results, analyses and information learned, derived, or aggregated by RGA through the provision, use, or access of the Platform or Services, including Customer's use of the Platform or Services or (b) any data or information of any other sources outside of the Platform, such as third party data providers, in each case excluding any Customer Data (collectively, the "**RGA Data**"). Customer acknowledges that Customer has no right, title and interest in and to the RGA Data and RGA

may use the RGA Data for purposes of providing or modifying the Platform, Services, or any other RGA products or services and any other lawful purposes, in its sole discretion.

5. LIMITATION OF LIABILITY

RGA WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOST GOODWILL, LOST BUSINESS, LOST REVENUE, LOST DONATIONS OR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF RGA IS MADE AWARE OF THE POSSIBILITY OF THE SAME OR THE SAME IS OTHERWISE FORESEEABLE. IN NO EVENT WILL RGA'S LIABILITY TO CUSTOMER IN ANY EVENT EXCEED THE FEES PAID TO RGA BY CUSTOMER IN THE SIX (6) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY. THE PARTIES AGREE THIS LIMITATION OF LIABILITY IS A MATERIAL TERM OF THIS AGREEMENT WITHOUT WHICH RGA WOULD NOT HAVE ENTERED INTO THIS AGREEMENT AND THAT THEY INTEND FOR THIS PROVISION TO APPLY EVEN IF THE AVAILABLE DAMAGES FAIL TO MEET THEIR ESSENTIAL PURPOSE.

6. WARRANTY AND DISCLAIMER

6.1 By RGA.

6.1.1 RGA warrants that all Services under this Agreement will perform substantially in accordance with any written documentation about the Services provided by RGA for a period of 90 days from the Effective Date.

6.1.2 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND THE PLATFORM ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND RGA MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED. RGA HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE. RGA MAKES NO WARRANTY OR REPRESENTATION THAT THE SERVICES OR THE PLATFORM MEETS CUSTOMER'S NEEDS OR OTHERWISE RESULTS IN ANY EXPECTED OUTCOME OR THAT THE PLATFORM WILL BE ERROR-FREE OR UNINTERRUPTED OR WILL OTHERWISE ENSURE CUSTOMER'S COMPLIANCE WITH ANY PARTICULAR LAW, RULE, OR REGULATION (INCLUDING, WITHOUT LIMITATION, THE TCPA, TSR AND DNC LAWS). RGA MAKES NO REPRESENTATION OR WARRANTY AS TO THE TIMELINESS OR SECURITY OF ANY COMMUNICATIONS TO OR WITHIN THE PLATFORM, THE DELIVERY OF ANY MESSAGE OR COMMUNICATION THROUGH THE PLATFORM, OR THE SECURITY OF ANY DATA OR INFORMATION, INCLUDING CUSTOMER DATA OR INFORMATION, WHETHER IN TRANSIT OR AT REST.

6.2 By Customer. Customer represents and warrants that Customer's collection, storage, transfer, use and licensing of the Customer Data and use of the Platform is in compliance with all Applicable Laws in all relevant U.S. and foreign jurisdictions (including, without limitation, the TCPA, TSR and DNC Laws), Customer's privacy policies and the requirements of any contract or codes of conduct to which Customer is a party. Customer represents, warrants and covenants that it has and will have all

necessary authority, consents, permits, licenses and authorizations to receive, use, disclose and license the Customer Data under this Agreement, including in connection with the use of the Platform, and to send messages to any third parties contacted via the Platform.

7. FEES

7.1 Fees. For the performance of the Services contemplated in the Plan Description and grant of rights to Customer in accordance with the terms of this Agreement, Customer agrees to pay RGA, via an automatic charge with the credit card on file with RGA, the following fees: a) a monthly subscription fee on each monthly anniversary of the date you created your account with RGA, except that the first month subscription fee will be due in advance on the date you create your account; b) an initial balance charge of \$100 for text messaging credits on the Effective Date; and c) an additional \$100 for text messaging credits whenever Customer's account balance drops below \$50. Customer may also choose to manually replenish its account balance, but Customer will not be able to send any text messages unless there is a positive balance in the Customer's account. Any out-of-scope services requested by Customer and accepted by RGA that exceed those agreed to be provided by RGA in the Plan Description, each in its sole discretion, will be billed separately. All Fees are nonrefundable except as expressly set forth herein. Without limiting the foregoing, no refunds or credits will be issued for partial periods of service, upgrade/downgrade refunds, or refunds for periods unused with an active subscription.

7.2 Invoices. RGA reserves the right to change any fees or applicable charges from time to time, upon at least 30 days' prior notice to Customer. All fees will be invoiced monthly in accordance with Section 7.1, with payment due for such invoice immediately. If Customer believes that RGA has billed Customer incorrectly, Customer must provide written notice to RGA no later than 30 days after the closing date on the first invoice in which the error or problem appeared in order to dispute any charge or fee.

7.3 Taxes. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any Fees payable by Customer hereunder; provided, that, in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, RGA's income, revenues, gross receipts, personnel or real or personal property or other assets.

7.4 Late Payments. All late payments shall bear interest at the lesser of the rate of 1.5% per month or the highest rate permissible under law, calculated daily and compounded monthly. A payment shall be considered late if Customer fails to make any undisputed payment when due or the credit card information on file with RGA is no longer accurate and so an undisputed payment is not processed timely. In addition to all other remedies available under this Agreement or at law (which RGA does not waive by the exercise of any rights hereunder), RGA shall be entitled to suspend the provision of any services and to suspend access to the Platform if Customer fails to pay any amounts when due hereunder and such failure continues for 7 days following written notice thereof.

8. MISCELLANEOUS

8.1 Complete Agreement. This Agreement represents the complete and entire agreement between Customer and RGA and completely replaces and supersedes all previous agreements, whether written or oral, pertaining to the subject matter hereof.

8.2 Interpretation. For purposes of this Agreement the words "including," "included" and "includes" mean including without limitation, and the term "or" is not exclusive.

8.3 Remedies. Customer acknowledges that in the event of a breach or threatened breach of RGA's intellectual property rights or other misuse of the Platform, money damages would be inadequate and RGA would not have an adequate remedy at law. Accordingly, Customer agrees that upon a breach or threatened breach of this Agreement, RGA may (in addition and supplementary to other rights and remedies existing in its favor) apply to any court of law or equity of competent jurisdiction for specific performance, injunctive or other equitable relief without posting of a bond, proof of damage or other similar requirement.

8.4 Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "**Notice**") must be in writing and addressed to the other Party at the e-mail address RGA has on record for you . Unless otherwise agreed herein, all Notices shall be in writing and shall be deemed effectively given when sent by confirmed electronic mail if sent during normal business hours of the receiving Party, and if not so confirmed, then on the next business day, in each case when the Party giving the Notice has complied with the requirements of this Section 8.5.

8.5 Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

8.6 Amendments. RGA may modify the terms of this Agreement by providing written notice to Customer, which may be presented to Customer through the Platform. Upon receipt of such notice, Customer shall have 30 days to terminate this Agreement. If Customer does not exercise such right, Customer shall be deemed to agree to the terms of any such modification. Customer may only modify the terms of this Agreement if it obtains the written Agreement of RGA. Customer may only modify the terms of this Agreement with prior written consent of RGA.

8.7 Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

8.8 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

8.9 Assignment. Customer shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of RGA. Any purported assignment or delegation in violation of this Section 8.9 shall be null and void. No assignment or delegation shall relieve Customer of any of its obligations under this Agreement. RGA may freely assign and subcontract its obligations under this Agreement, whether in whole or in part, without the consent of Customer.

8.10 Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

8.11 Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and permitted assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

8.12 Choice of Law. This Agreement and all related documents, including all attachments appended hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware.

8.13 Arbitration. Any controversy, dispute or claim arising out of or relating to this Agreement or any breach thereof (other than for any controversy, dispute or claim relating to breaches of RGA's intellectual property rights or confidentiality) will be determined by final and binding arbitration administered by the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules and Mediation Procedures ("**Commercial Rules**"). There shall be one arbitrator agreed to by the Parties within 20 days of receipt by respondents of the request for arbitration or, if the Parties fail to agree within such period, such arbitrator shall be appointed by the AAA in accordance with its Commercial Rules. The award rendered by the arbitrator shall be final and binding on the Parties and may be entered and enforced in any court having jurisdiction. The place of arbitration shall be the District of Columbia. Notwithstanding anything to the contrary herein, Customer may opt out of the foregoing arbitration provision by notifying RGA of Customer's desire to opt out, which writing must be dated, signed and delivered by U.S. Mail or by any nationally recognized delivery service (e.g., UPS, Federal Express, etc.), or by hand delivery to: Thomas N. Peters, Chief Executive Officer, 2021 L ST NW, Suite 101-220, Washington, DC 20037, United States. In order to be effective, the writing must

clearly indicate Customer's intention to opt out of the foregoing arbitration provision, and the envelope containing the signed writing must be received (if delivered by hand) or postmarked within 30 days of the Effective Date. Should Customer not opt out of the foregoing arbitration provision within such 30-day period, Customer shall be bound by the terms of the foregoing arbitration provision. Customer has the right to consult with counsel of Customer's choice concerning the foregoing arbitration provision.

8.14 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING ANY ATTACHMENTS THERETO OR DOCUMENTS REFERENCED THEREIN, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY ATTACHMENTS THERETO OR DOCUMENTS REFERENCED THEREIN, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

8.15 Force Majeure. RGA shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of RGA, including acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

8.16 Public Announcements and Case Studies. Neither Party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement or otherwise use the other Party's trademarks, service marks, trade names, logos, domain names or other indicia of source, affiliation or sponsorship, in each case, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that RGA may, without Customer's consent, include Customer's name and/or other indicia in its lists of RGA's current or former customers and use other unidentifiable aggregate data (e.g., increase in number of P2P texts sent or the number of telephone numbers uploaded) in company-wide information about RGA in its promotional and marketing materials. For purposes of clarity, nothing in this Agreement shall be construed as preventing RGA from discussing its own products, services, and business practices.