

Singlewire InformaCast® Software License Agreement

This Singlewire InformaCast Software License Agreement is made by and between You (as defined below) and Singlewire Software, LLC, a Wisconsin limited liability company (“SINGLEWIRE”).

The terms and conditions located at www.singlewire.com/terms (the “Additional Terms”) and any applicable Order Forms for the Software are incorporated herein by this reference. This Software License Agreement, the Additional Terms and the Order Forms are referred to collectively herein as this “Agreement.”

This Agreement constitutes a binding contract between You and SINGLEWIRE (together, the “Parties” and individually, each a “Party”). BY CLICKING THE “I ACCEPT” BUTTON, BY ACCEPTING THE TERMS OF THIS AGREEMENT THROUGH AN ORDER FORM THAT INCORPORATES THIS AGREEMENT, AND/OR BY USING THE SOFTWARE, YOU ARE ACCEPTING AND AGREEING TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, CLICK THE “I DECLINE” BUTTON AND YOU MAY NOT USE THE SOFTWARE. IF YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, AND “YOU” AND “YOUR” AS USED HEREIN SHALL REFER TO SUCH ENTITY.

IN THE EVENT OF A CONFLICT BETWEEN THE ADDITIONAL TERMS AND THE TERMS OF THIS SOFTWARE LICENSE AGREEMENT WITH RESPECT TO THE SOFTWARE, THE TERMS OF THIS SOFTWARE LICENSE AGREEMENT SHALL CONTROL. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU OR ON YOUR BEHALF, WHETHER IN A PURCHASE ORDER OR OTHERWISE, ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS, AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN BY SINGLEWIRE AND THEY ARE VOID.

1. CERTAIN DEFINITIONS. As used in this Agreement:

- a. “You” and “Your” refer to any person or entity licensing the Software and Documentation being provided by SINGLEWIRE in conjunction with this Agreement.
- b. “Software” means the Singlewire InformaCast software provided to You along with this Agreement, along with any upgrades, updates, fixes or plug-ins provided by SINGLEWIRE.
- c. “Documentation” means the documentation relating to the Software provided to You by SINGLEWIRE.
- d. “Endpoints” means devices capable of receiving Notifications including, but not limited to, mobile devices (e.g., cellular telephones), Internet Protocol (“IP”) speakers, IP phones, personal computers, audio paging interfaces and video displays.
- e. “Harmful Code” means any program, routine or device designed to delete, disable, deactivate, interfere with, prevent access to, or otherwise harm any software, program, data, device, system or service, including without limitation, any ‘time bomb’, virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door.
- f. “Licensed Location(s)” means the IP address or addresses identified in Your order for the Software.

g. "Notifications" means messages or other communications sent by You or others (not including SINGLEWIRE) using the Software.

h. "Notification Content" means all text, audio, imagery, video and other information or content set forth in a Notification or otherwise input by users (not including SINGLEWIRE) into the Software.

i. "Order Form" means SINGLEWIRE's quotation or ordering document specifying the Software to be provided to You hereunder, including any addenda and supplements thereto.

2. LICENSE. Subject to the terms and conditions of this Agreement, SINGLEWIRE grants to You a non-exclusive, non-transferable, non-sublicenseable license to use the Software and related Documentation as set forth herein. As set forth in the applicable Order Form, such license shall either be perpetual or for a specified period of time. In either case, such license shall be subject to Your payment of the applicable license or subscription fee (as determined by SINGLEWIRE and set forth in the applicable Order Form) and Your receipt and use of an applicable license key from SINGLEWIRE.

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3. LICENSE RESTRICTIONS. The Software and the Documentation may be used solely for Your internal business use at the Licensed Location(s). You acknowledge that changing Licensed Location(s) requires the

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4. MAINTENANCE AND UPGRADES. The terms for SINGLEWIRE's software maintenance services and support services is found at <http://www.singlewire.com/terms-m.html>.

5. YOUR USE OF THE SOFTWARE.

A. You acknowledge and agree that:

i. All Notification Content is Your sole responsibility. You are solely responsible for the integrity and quality of the Notification Content.

ii. You will not send Notifications to phone numbers that are emergency numbers and other numbers that may not be called using an automated system under applicable law.

iii. You will not knowingly send any Notification Content which infringes the intellectual property rights of any party, is invasive of another's right to privacy, or violates any privacy laws, violates Your privacy policies or applicable rules or laws (including without limitation anything that would justify a complaint to the Federal Communications Commission).

iv. You will not use or permit the use of the Software: (i) to engage in any illegal, unethical, deceptive or misleading practices in connection with the use of the Software to send Notifications, including but not limited to, creating a false identity or forged contact information or otherwise attempt to mislead others as to the identity of the sender or the origin of the message; (ii) in connection with any telemarketing, commercial messages, advertisements or solicitations, junk email, junk phone messages, spamming or any unsolicited messages (commercial or otherwise); or (iii) in any manner which violates or facilitates the violation of any law, statute, ordinance, rule or regulation, (including without limitation the CAN-SPAM Act, the Telephone Consumer Protection Act, the Do-Not Call

Implementation Act, the Health Insurance Portability and Accountability Act, laws governing export control, and any related rules or regulations).

B. Under no circumstances will SINGLEWIRE or any of its licensors or suppliers be responsible for any loss, damage or liability arising out of any Notification Content, including any mistakes or other errors contained in the Notification Content, the use or transmission of any Notification or Notification Content, or the failure of any Notification or Notification Content to reach its intended recipients.

C. You agree to maintain all security regarding Your Software account ID, password, and connectivity with the Software. You are responsible for all Notifications transmitted through the Software. If Your account ID or password is stolen or otherwise compromised, and used for malicious purposes, You are responsible for all Notifications sent using the stolen account information.

D. You acknowledge and agree that the Software is merely a passive conduit for the distribution and transmission of Notification Content by You and Your users. You agree that SINGLEWIRE has no obligation or liability for any loss, alteration, destruction, damage, corruption or recovery of any Notification Content or other data input into the Software. Under no circumstances will SINGLEWIRE or any of its service providers or suppliers be responsible for any loss or access to the Notification Content or other data input into the Software, or any damage or liability arising out of the Notification Content or other data input into the Software, including any mistakes or errors contained in any Notification Content or other data input into the Software or the use or transmission of the Notification Content or other data input into the Software, any infringing Notification Content or other data input into the Software, or the failure of a Notification to reach its intended recipient(s).

6. TERM AND TERMINATION. Subject to the terms of this Section 6, this Agreement shall begin upon the earlier of Your acceptance of this Agreement or Your use of the Software and shall continue until (the date on which this Agreement is terminated by SINGLEWIRE as permitted in this Agreement).

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7. WARRANTIES AND LIMITATIONS OF LIABILITY. Among other additional terms and conditions, SINGLEWIRE's limited warranty and its limitations of liability are found in the Additional Terms.