

## NRSC MAJORITY MESSENGER SERVICE AGREEMENT

This **NRSC MAJORITY MESSENGER SERVICE AGREEMENT** ("**Agreement**") is a legal agreement between you ("**Customer**" or "**You**"), and NRSC Majority Messenger ("**NRSC Majority Messenger**" and together with Customer, the "**Parties**", and each a "**Party**").

NRSC MAJORITY MESSENGER 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 MAJORITY MESSENGER, AND NRSC MAJORITY MESSENGER WILL NOT AND DOES NOT GRANT YOU ANY RIGHTS TO THE SERVICES REFERRED TO HEREIN.

THIS AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH NRSC MAJORITY MESSENGER 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.** NRSC Majority Messenger has created a proprietary text messaging software platform ("**Majority Messenger**") that permits customers to initiate text messages to identified recipients (the "**Services**") and desires to host and provide access to Rumble Up and the Services to Customer as set forth in the Plan Description found on our website, <[www.majoritymessenger.com](http://www.majoritymessenger.com)>, 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) NRSC MAJORITY MESSENGER 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 Majority Messenger for the purpose of receiving the benefits of the Services. NRSC MAJORITY MESSENGER, in its sole discretion, may make updates, upgrades, or other new releases of Majority Messenger 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 NRSC MAJORITY MESSENGER 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 NRSC MAJORITY MESSENGER may not, without Customer's express prior written consent, transfer or otherwise make available the Customer Data to any other customer of NRSC MAJORITY MESSENGER or use the Customer Data for any purpose except to perform its obligations under this Agreement, including the maintenance, hosting and provision of the Services, or otherwise for NRSC MAJORITY MESSENGER's internal purposes (e.g., such as for testing, improvement or modification of Majority Messenger). 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 NRSC MAJORITY MESSENGER to refer to Customer's name in NRSC MAJORITY MESSENGER's press releases, social media posts, blog posts and other marketing materials.

### 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 Majority Messenger, whether by Customer's employees, agents, service providers or any other person that interacts with Majority Messenger 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, Majority Messenger 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, Majority Messenger 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, Majority Messenger 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 Majority Messenger 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 Majority Messenger 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 Majority Messenger and NRSC Majority Messenger 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 Majority Messenger, in whole or part, and may not use Majority Messenger on behalf of anyone other than Customer or make the same available on a time-share or service bureau basis. Customer may not use Majority Messenger 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 Majority Messenger. Customer may not modify or remove any proprietary notices included Majority Messenger by NRSC Majority Messenger. Customer may not access Majority Messenger 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 Majority Messenger users) using an automated software tool or manually on a mass basis. Customer acknowledges that Majority Messenger does not have the capability to automatically send messages, and Customer agrees that it shall not alter, modify, reconfigure or reverse engineer Majority Messenger or use Majority Messenger 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 Majority Messenger, is subject to NRSC Majority Messenger's Terms of Service (available at: <https://www.nrsc.org/majority-messenger-terms-of-service>), Privacy Policy (available at: <https://www.nrsc.org/majority-messenger-privacy-policy/>), and Acceptable Use Policy (available at: <https://www.nrsc.org/majority-messenger-use-policy/>) (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 NRSC Majority Messenger at any time, for any reason, and at NRSC Majority Messenger'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 NRSC Majority Messenger makes a material change to the Website Terms, NRSC Majority Messenger will provide Customer with notice of such change by posting a notice on NRSC Majority Messenger's website, after which Customer's access to and use of Majority Messenger 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 Majority Messenger (collectively, "**Customer Policies**"), Customer agrees that NRSC Majority Messenger 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 NRSC Majority Messenger 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 NRSC Majority Messenger.

## 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 Majority Messenger (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 NRSC Majority Messenger will continue to provide Customer access to Majority Messenger 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) NRSC Majority Messenger may disable access to Majority Messenger.

**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 NRSC Majority Messenger 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 Majority Messenger 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 NRSC Majority Messenger if a Claim results from the gross negligence or willful misconduct of NRSC Majority Messenger which caused text messages to be sent through NRSC Majority Messenger'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 NRSC MAJORITY MESSENGER.** NRSC Majority Messenger 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 Majority Messenger 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 NRSC Majority Messenger believes such a claim is reasonably likely, in its sole discretion and at its sole expense, NRSC Majority Messenger may (i) undertake to procure for Customer the right to continue using Majority Messenger, (ii) modify Majority Messenger to render it non-infringing but with substantially equivalent functionality; (iii) substitute Majority Messenger 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 NRSC Majority Messenger, 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 Majority Messenger.** NRSC Majority Messenger is and will remain the sole and exclusive owner of Majority Messenger, as well as any upgrades, updates, modifications and developments. Customer will not acquire any interest in Majority Messenger or any other intellectual property of NRSC Majority Messenger by virtue of any rights granted under this Agreement. All rights not expressly granted hereunder by NRSC Majority Messenger are expressly reserved to NRSC Majority Messenger.

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

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

## 5. LIMITATION OF LIABILITY

NRSC MAJORITY MESSENGER 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 NRSC MAJORITY MESSENGER IS MADE AWARE OF THE POSSIBILITY OF THE SAME OR THE SAME IS OTHERWISE FORESEEABLE. IN NO EVENT WILL NRSC MAJORITY MESSENGER'S LIABILITY TO CUSTOMER IN ANY EVENT EXCEED THE FEES PAID TO NRSC MAJORITY MESSENGER 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 NRSC MAJORITY MESSENGER 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 NRSC MAJORITY MESSENGER.

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

6.1.2 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND MAJORITY MESSENGER ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND NRSC MAJORITY MESSENGER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED. NRSC MAJORITY MESSENGER 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. NRSC MAJORITY MESSENGER MAKES NO WARRANTY OR REPRESENTATION THAT THE SERVICES OR MAJORITY MESSENGER MEETS CUSTOMER'S NEEDS OR OTHERWISE RESULTS IN ANY EXPECTED OUTCOME OR THAT MAJORITY MESSENGER 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). NRSC MAJORITY MESSENGER MAKES NO REPRESENTATION OR WARRANTY AS TO THE TIMELINESS OR SECURITY OF ANY COMMUNICATIONS TO OR WITHIN MAJORITY MESSENGER, THE DELIVERY OF ANY MESSAGE OR COMMUNICATION THROUGH MAJORITY MESSENGER, OR THE SECURITY OF ANY 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 Majority Messenger 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 Majority Messenger, and to send messages to any third parties contacted via Majority Messenger.

## 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 NRSC Majority Messenger, via an automatic charge with the credit card on file with NRSC Majority Messenger, the following fees: a) a monthly subscription fee on each monthly anniversary of the date you created your account with NRSC Majority Messenger, 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 NRSC Majority Messenger that exceed those agreed to be provided by NRSC Majority Messenger 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.** NRSC Majority Messenger 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 NRSC Majority Messenger has billed Customer incorrectly, Customer must provide written notice to NRSC Majority Messenger 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, NRSC Majority Messenger'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 NRSC Majority Messenger 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 NRSC Majority Messenger does not waive by the exercise of any rights hereunder), NRSC Majority Messenger shall be entitled to suspend the provision of any services and to suspend access to Majority Messenger 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 NRSC Majority Messenger 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 NRSC Majority Messenger's intellectual property rights or other misuse of Majority Messenger, money damages would be inadequate and NRSC Majority Messenger would not have an adequate remedy at law. Accordingly, Customer agrees that upon a breach or threatened breach of this Agreement, NRSC Majority Messenger 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 NRSC Majority Messenger 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.** NRSC Majority Messenger may modify the terms of this Agreement by providing written notice to Customer, which may be presented to Customer through Majority Messenger. 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 NRSC Majority Messenger. Customer may only modify the terms of this Agreement with prior written consent of NRSC Majority Messenger.

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 NRSC Majority Messenger. 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. NRSC Majority Messenger 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 NRSC Majority Messenger'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 NRSC Majority Messenger 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: NRSC Majority Messenger, 425 2nd St NE Washington, DC 20002, 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.** NRSC Majority Messenger 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 NRSC Majority Messenger, 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 NRSC Majority Messenger may, without Customer's consent, include Customer's name and/or other indicia in its lists of NRSC Majority Messenger's current or former customers and other unidentifiable aggregate Customer Data (e.g., increase in number of P2P texts sent or the number of telephone numbers uploaded) in company-wide information about NRSC Majority Messenger in its promotional and marketing materials. For purposes of clarity, nothing in this Agreement shall be construed as preventing NRSC Majority Messenger from discussing its own products, services, and business practices.