

## Software Subscription Agreement

This Subscription Agreement ("Agreement") is effective as of 06/27/19 ("Effective Date") between DoCircle, Inc., dba Trumpia, with a principal place of business at 2544 W. Woodland Dr., Anaheim, CA 92801 ("Trumpia") and County of Monterey, with a principal place of business at 1570 MURPHY ST., SAN JOSE CA 95128 ("Customer"). The term "Party" or "Parties" as used below will refer to Trumpia, Customer, or both as may be appropriate. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Trumpia Terms of Use, the provisions of this Agreement shall control, but solely to the extent of the conflicting terminology or provision(s).

The Parties agree to the following:

### 1. SUBSCRIPTION

Trumpia agrees to provide Customer with a terminable, non-exclusive, non-transferable, limited, and non-perpetual subscription to use and access the cloud-based Trumpia messaging software and API ("Trumpia software") for the Term.

### 2. TERM

This Agreement will be effective from 08/09/2019 to 08/08/2020 ("Initial Term"). This Agreement will automatically renew for consecutive one (1) year terms with monthly billing (each a "Renewal Term") unless terminated by either party upon delivering written notice to the other party at least sixty (60) days prior to the end of the then existing term. The Renewal Term(s), if any, and the Initial Term are collectively referred to herein as the Term. For the avoidance of doubt, Customer will be required to prepay the fees for the Initial Term upon execution of this Agreement but Customer will be billed monthly for during each Renewal Term.

### 3. COMPLIANCE WITH APPLICABLE LAWS

The Parties agree that applicable law includes all federal, state, local and international laws, regulations or directives created by common or statutory laws that are applicable to the provision and use of the Trumpia software, and any other regulations set forth by the Federal Communications Commission, Federal Trade Commission, Cellular Telephone Industries Association, Mobile Marketing Association, and the wireless carriers. Examples of applicable law include, but are not limited to, the Telephone Consumer Protection Act ("TCPA"), Do-Not-Call legislation, Telemarketing Sales Rule, CAN-SPAM Act, CTIA Short Code Monitoring Handbook, and MMA Consumer Best Practices for Messaging. Customer agrees to adhere to the terms of this Agreement, applicable laws and regulations, the Trumpia Terms of Use, the Trumpia Anti-Spam Policy, and the Trumpia Privacy Policy. Customer agrees to assume all responsibility and liability for privacy of subscribers and messages sent to them using the Trumpia software. Customer acknowledges that Trumpia has the right to suspend and/or disconnect Customer's short code(s) and/or long code(s) if Trumpia determines, in its sole discretion, that Customer has violated this Agreement or any applicable law.

### 4. RELATIONSHIP OF THE PARTIES

Nothing contained in this Agreement will be construed as creating any agency, legal representation, partnership, or other form of joint enterprise between Trumpia and Customer. Neither Party will have authority to contract for or bind the other in any manner whatsoever. Customer assumes full responsibility for its actions carried out under this Agreement.

### 5. DISCLAIMER OF WARRANTIES

TRUMPIA PROVIDES ITS SERVICE, SOFTWARE, AND ALL RELATED CONTENT ON AN "AS IS" BASIS. TRUMPIA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESSED, IMPLIED, OR STATUTORY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, TRUMPIA DISCLAIMS ALL WARRANTIES, INCLUDING AND WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, AND QUIET ENJOYMENT AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

TRUMPIA DOES NOT WARRANT THAT ITS SERVICES OR WEBSITE WILL FUNCTION AS DESCRIBED OR WILL BE TIMELY, UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY STORED DATA WILL BE SECURE OR SAFE FROM LOSS, THEFT, OR DAMAGE. ALTHOUGH

TRUMPIA SHALL NOT BE RESPONSIBLE FOR ANY SERVICE OR WEBSITE INTERRUPTION, TRUMPIA WILL ATTEMPT TO REROUTE TRAFFIC THROUGH ANOTHER SHARED SHORT CODE IF THE PRIMARY SHORT CODE IS IMPAIRED WITH A WRITTEN CONSENT FROM CUSTOMER. TRUMPIA DOES NOT WARRANT THAT ANY SHORT CODE AND/OR LONG CODE APPLICATION(S) WILL BE APPROVED BY THE WIRELESS CARRIERS FOR CUSTOMER'S SPECIFIC USE CASE(S).

### 6. REPRESENTATIONS

- 6.1 Customer represents and warrants that it has full authority to enter into this Agreement and consummate the transactions contemplated, and that this Agreement is not in conflict with any other Agreement to which Customer is a party or by which it may be bound.
- 6.2 CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE FOR ALL DAMAGES ARISING FROM ITS BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT INCLUDING THOSE RELATED TO ANY APPLICABLE LAW, POLICY, REGULATION OR PRIVACY LAW. IN ADDITION, CUSTOMER'S LIABILITY WILL EXTEND TO THOSE IT CONTRACTS WITH AS PART OF THE PROVISION OF CUSTOMER'S SERVICE, INCLUDING BUT NOT LIMITED TO THIRD PARTY AFFILIATES OR ANY ENTITY OR PERSON WHOM CUSTOMER DIRECTS, INSTRUCTS OR MANAGES IN AN EFFORT TO SELL OR MARKET CUSTOMER'S SERVICES AND PRODUCTS. CUSTOMER AGREES THAT A BREACH OF THIS AGREEMENT BY ANY THIRD PARTY AFFILIATE SHALL CONSTITUTE A BREACH BY CUSTOMER. EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO TRUMPIA'S FAILURE TO COMPLY WITH APPLICABLE FEDERAL OR STATE LAWS, POLICY, OR REGULATION, TRUMPIA'S ACTS OR OMISSIONS, OR ITS WILLFUL MISCONDUCT OR NEGLIGENCE, CUSTOMER IS SOLELY LIABLE FOR ANY ACTS OR OMISSIONS CAUSING DAMAGE OR INJURY TO TRUMPIA: (I) RESULTING FROM SENDING OR TRANSMITTING ANY MESSAGES TO A PHONE NUMBER, SOCIAL MEDIA ACCOUNT, OR EMAIL ADDRESS; (II) FOR ALL CUSTOMER CONTENT, CUSTOMER SERVICES OR INSTRUCTIONS SUPPLIED BY OR ON BEHALF OF CUSTOMER THAT ARE FALSE, INCORRECT, INCOMPLETE, ILLEGIBLE, OUT OF SEQUENCE, OR IN THE WRONG FORMAT OR ARISING FROM THEIR LATE ARRIVAL OR NON-ARRIVAL, OR ANY OTHER ACT OR OMISSION OF CUSTOMER OR ANY OF ITS AFFILIATES; AND (III) FOR THE ACTS OF ANY AFFILIATES CONTRACTED OR OTHERWISE RETAINED BY CUSTOMER FOR PURPOSES COVERED BY THIS AGREEMENT.

### 7. INDEMNIFICATION

Customer agrees to defend, indemnify, and hold harmless Trumpia and its officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against any damages, losses, liabilities, judgments, fines, settlements, and expenses, including but not limited to, costs and reasonable attorneys' fees in connection with any claim or action due to or arising from (i) Customer's improper use of the Trumpia software, (ii) any violation of applicable law or regulation alleged to have been committed through Customer's use of the Trumpia software, and (iii) any other use of System or Features in any manner not authorized by this Agreement, in violation of the restrictions herein, or in violation of applicable law or regulation.

### 8. "NO REFUND" POLICY AND COLLECTIONS

- 8.1 Customer acknowledges and agrees that all payments made including setup fees, subscription fees, plan fees, service fees, and prepaid text message credits are non-refundable regardless of Customer's service usage or account activity. It is the sole responsibility of Customer to utilize the Trumpia software. By making a payment, Customer is accepting the Trumpia software as provided at Trumpia.com. Customer agrees to pay any outstanding amount for the Trumpia software whether the Trumpia software was or will be used. Customer may cancel service at any time, but any commitments under this Agreement, including but not limited to paying all fees herein, will remain until all obligations are met with valid payments. Customer acknowledges and agrees that any unused text message credits are also non-refundable.
- 8.2 Customer acknowledges and agrees that any failure to make payments due under this Agreement will result in Trumpia pursuing all legal remedies, including seeking the assistance of the courts and/or a collection agency. Customer agrees to pay any costs associated with Trumpia's efforts to collect any payments due under this Agreement.

### 9. ASSIGNMENTS

This Agreement will be binding upon the Parties' respective successor and permitted assigns. Customer may not assign this Agreement and/or any of its rights, obligations, accounts, or text message credits without the prior written consent of Trumpia. Any attempted assignment without consent will be void and of no effect. Subject to the foregoing, all of the terms, conditions, covenants, and agreements contained under this Agreement will take effect to the benefit of, and be binding upon, any such successor corporation and any permitted assignees of the respective parties to this Agreement. It is further understood and agreed that consent by Trumpia to such assignment in one instance will not constitute consent by Trumpia to any other assignment. Trumpia reserves the right to assign its rights to any of its affiliates or to any successor in interest of any business associated with Trumpia so long as such assignee agrees to assume this Agreement and perform all of the obligations of Trumpia set forth herein.



Invoice

DoCircle, Inc. (dba Trumpia)
2544 W. Woodland Drive, Anaheim, CA 92801
Phone: (888) 707 - 3030 Accounting Ext. 1382
Fax: (310) 961 - 3002 | Email: invoice@docircle.com

10 GOVERNING LAW AND JURISDICTION

10.1 The validity, construction, and performance of this Agreement will be governed by and construed in accordance with the laws of the State of California without giving effect to their conflict of law principles.

10.2 The Parties agree that the federal or state courts sitting in California will be the exclusive courts of jurisdiction and venue for any litigation, special proceeding, or other proceeding as between the Parties that may be brought, arise out of, in connection with, or by reason of this Agreement.

11. ARBITRATION

All disputes, claims, or controversies arising from or relating to this Agreement or the relationships which result therefrom shall be resolved by binding arbitration in California in accordance with the Rules of the American Arbitration Association. Any controversy or claim subject to this arbitration provision shall be decided by one arbitrator selected by the parties, and judgment on the award may be entered in any court having jurisdiction thereof. Each party shall bear its costs of arbitration.

12. AMENDMENTS

No modification, amendment, supplement to, or waiver of this Agreement or any of its provisions, including those by custom, usage of trade, or course of dealing, will be binding on the Parties unless made in writing and duly signed by the Parties.

13. WAIVER

A failure or delay of Trumpia to enforce at any time any of the provisions of this Agreement, or to exercise any option provided in this Agreement, or to require at any time performance of any of the provisions in this Agreement, will not be construed to be a waiver of such provision of this Agreement, nor will it excuse the other Party's performance of such, nor affect any rights at a later time to enforce the provision.

14. SEVERABILITY

If any provision of this Agreement is found invalid, illegal, or unenforceable by a tribunal or court of competent jurisdiction, the remaining provisions of this Agreement will remain valid and enforceable according to its terms. The invalid, illegal, or unenforceable provision will be replaced by a mutually acceptable provision which, being valid, legal, and enforceable, comes closest to the intention of the Parties. If any provision of this Agreement is held to be excessively broad as to duration, geographical scope, activity, or subject, it is to be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

DoCircle, Inc. dba Trumpia

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## Certification for Consent by Message Recipients

Importing contacts into the Trumpia software is subject to a rigorous process to help our customers ("Customer") understand that all contacts must be obtained with proper consent.

There are 6 cases when this certification process is required:

- Customer is importing contact information into the Trumpia software;
- Customer is using the Trumpia API to add contacts or send text messages or emails;
- Customer is using the Trumpia Private API to send text messages or emails without adding contacts to the Trumpia software;
- Customer is using an email software or SMTP interface to send text messages using the Email-to-SMS feature;
- Customer is manually adding phone numbers to its contact lists (database); and
- any other case when Customer is using the Trumpia software to send messages to any contact that is not collected using the Trumpia software.

Customer is required to submit a new certification (this document) each time a new method of collecting contact information is used. For example, if Customer is approved for using contacts collected from a third party system, and Customer now wants to add contacts from an event Customer hosted using another system or method, Customer must submit a new certification.

If Customer is using the Trumpia Private API to add contacts or send text messages or emails, Customer will also be required to read and agree to Appendix F: "Certification For Private API Customers."

### Important Legal Notices

Customer must understand the limitations and best practices of automated messaging and comply with various laws, regulations, and guidelines including the Telephone Consumer Protection Act (TCPA), CAN-SPAM Act, Do Not Call Provisions, and those set by the CTIA and MMA. Trumpia is a common carrier serving as a messaging conduit. Since each Customer's situation is unique, Trumpia does not provide legal advice or warranty compliance of Customer's messaging practices with various anti-spam laws or regulations. Customer is advised to consult with its own legal counsel for interpretation of relevant laws specific to Customer's situation, including any laws that impose content or age restrictions such as regulations related to healthcare, finance, gambling, alcohol, tobacco, security, and adult content.

In particular, if Customer has an opt-in system outside of the Trumpia software and plans to send solicitation (marketing) messages to the collected contacts from that system, Customer must implement a subscription system that:

- provides the required disclosures under all regulations and
- captures "prior express written consent from all contacts."

**IMPORTANT: Failure to comply with the TCPA may result in damages up to \$1,500 per message sent to a contact that has not properly consented to receive messages through private actions and class action lawsuits. Customer is required by law to retain evidence of all contact opt-ins.**

1. User Information:

All fields are required. Please use CAPITAL LETTERS.

<b>Username*</b> (NOT email address): MONTRBYDT <small>*Customer username is on the first line under the User Information section of the software in Account &gt; Account Settings.</small>	I am authorized to represent my organization.
Name:	Email:
Job Title:	Mobile #:
Organization Name: COUNTY OF MONTRBYDT	Organization Phone #:
Street Address: 1570 MORPHEE STREET	Website URL:
City/State/Zip: SALEMAS, CA 93905	Industry: GOVERNMENT

Please describe Customer's business: LOCAL GOVERNMENT
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2. Which communication channel(s) will Customer be using to send messages?

(Please check all that apply)

- SMS or MMS
- Email
- Email-to-SMS
- Voice Broadcast (Note: Can only be used for non-solicitation purposes)
- Social Media (Facebook, Twitter)

3. Please help us with identity verification by selecting Customer's account type below and providing the required acceptable forms of authentication.

Type of Account:	Acceptable Forms of Authentication:
<input type="checkbox"/> Corporation	<p><b>Email Verification</b>  <i>Trumpia will send a verification email to the email address stated in section 1. The email address must contain Customer's official email domain. When Customer receives the email, Customer is required to reply back with a contact name and mobile phone number.</i></p> <p><b>Business Card</b>  <i>In addition, please upload the undersigned person's business card image along with this document.</i></p>
<input checked="" type="checkbox"/> Business	<p><b>Business License</b>  <i>A valid state-issued incorporation document or local government's business license will be required to authenticate Customer's business.</i></p> <p><b>Business Card</b>  <i>In addition, please upload the undersigned person's business card image along with this document.</i></p>
<input type="checkbox"/> Individual	<p><b>Drivers License</b>  <i>A valid state-issued driver's license is required to authenticate the undersigned person. Please upload the undersigned person's driver's license image along with this document.</i></p>

**Please click here to upload your file(s):**

4. Please read the following carefully and certify that ALL statements are correct.

- All collected contact information has been legitimately collected by Customer through opt-ins and consent as required by the TCPA and all other relevant laws and regulations.
- Customer certifies that it can supply tangible proof of consent. Customer understands that for solicitation messages, consent must be in writing or recorded electronically. Customer understands that for non-solicitation messages, documentation of how consent was obtained is required, if the consent is not in writing.
- Customer certifies that all of its contacts are aware of the type and frequency of messages that will be delivered. If a contact opts in only for alert purposes, Customer understands that it may only send alert messages and may not send promotional or solicitation messages.
- Customer understands that it is only allowed to send messages on behalf of a business to contacts that opted in for messages from that specific business, even if Customer owns multiple businesses or subsidiaries.
- Customer certifies that, in the event Customer is transferring from an old short code to a new one serviced by Trumpia, Customer has read and fulfilled the requirements outlined in Appendix B: "How to Import Contacts Collected Using Another Service Provider."
- Customer certifies that, in the event it is sending messages related to any content or activity that is regulated by age verification, Customer has taken all necessary steps to verify the age of all recipients and that all recipients are of the requisite age for the content or activity.
- Customer understands that messages sent by anyone in its organization with access to its account must abide by the requirements listed in this document. Customer takes sole responsibility for all activities of its account by anyone with access to Customer's account.
- Customer certifies that it understands and agrees to all the terms and conditions described in this document, including Appendix E: "Important Disclosure on Sending Marketing (Solicitation) Messages."
- Customer acknowledges that although Trumpia does not assume the duty or obligation to monitor messages, Trumpia has the right to monitor any and all messages sent using the Trumpia software

at any time without prior notice to ensure that they conform to Trumpia Terms of Use, Privacy Policy, and Anti-Spam Policy.

- Customer has read, understands, and agrees to Trumpia Terms of Use, Privacy Policy, and Anti-SPAM Policy.
- Customer understands that severe penalties and consequences may apply with any violation of the laws mentioned in this certification.
- **INDEMNIFICATION:** Customer agrees to assume sole responsibility and to fully indemnify Trumpia, its affiliates, and its technology partners for all disputes, complaints, claims, and actions arising from Customer's use of the Trumpia software. Customer agrees to all provisions in the attached Appendix D: "Indemnification."

I, on behalf of Customer, have read and understood all instructions and disclosures in this certification. I certify that I have full authority to represent Customer in this certification. I certify that the information submitted in this certification is true under the penalty of law. I, on behalf of Customer, accept all the terms and responsibilities of this certification.

COUNTY OF MONTEREY

Company Name

1500 MORRIS STREET SALINAS CA 93905

Company Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **APPENDIX A**

### **How To Submit This Certification and Agreement**

1. Please attach all required items:
  - Section 3: Copy of the required acceptable forms of authentication based on the account type.
2. Print, sign and upload this document with the required attachments:
  - All necessary fields must be completed.
  - Scan this signed document and the above required documentation (Section 3) to generate a SINGLE electronic file. Customer may also zip multiple files into a single file. Then upload the SINGLE zipped file from within Customer's account during the online import process.

## **APPENDIX B**

### **How To Import Contacts Collected Using Another Service Provider**

If Customer is importing contacts from a short code used by another service provider to a new one serviced by Trumpia, Customer must follow industry guidelines on changes of short codes:

- The content and purpose of the messages must remain the same as what the contact opted-in to receive.
- The content provider must have not changed.
- The contact must receive notice from the same short code they originally opted into that the program will be moving to a new short code with instructions on how to opt-out of the program if the contact does not wish to move to the new short code.
- The first message the contact receives from the new short code must remind contacts of the short code change and include instructions on how to opt-out of the program.

## **APPENDIX C**

### **Disclosure on Sending Messages Related to Activities That Require Age Verification**

Please note that the CTIA, wireless carriers, and local regulations have guidelines stating that any content related to activities requiring age verification (e.g., gambling) requires Customer (the sender) to take the necessary steps to verify the ages of all recipients.

## **APPENDIX D**

### **Indemnification**

Customer agrees to defend, indemnify, and hold harmless Trumpia, its affiliates, and its technology partners from and against any damages, losses, liabilities, judgments, fines, settlements, and expenses, including without limitation, costs and reasonable attorney fees, in connection with any claim or action arising from Customer's use of the Trumpia software that violates any law, Trumpia Terms of Use, Privacy Policy, Anti-Spam Policy or any other relevant regulation that may apply.

Customer acknowledges that Trumpia, its affiliates, and its technology partners have a right to seek and recover all of its damages caused by Customer through any use of the service in an unlawful manner that violates any law, the Trumpia Terms of Use, Privacy Policy, Anti-Spam Policy or any other regulation that may apply.



## **APPENDIX E**

### **Important Disclosure on Sending Marketing (Solicitation) Messages**

#### **A. Prior Express Written Consent**

If Customer is sending text or voice messages for solicitation purposes, Customer's campaign must now meet the "prior express written consent" standard of the TCPA. "Prior express written consent" is defined as a signed written agreement that clearly and conspicuously discloses to the contact that:

- By signing the agreement, the recipient authorizes the specific sender to deliver telemarketing calls or text messages to the recipient at the telephone number provided using an automatic telephone dialing or mass messaging system, and
- The recipient is not required to sign the agreement or provide consent to such calls or messages as a condition of purchasing any property, goods, or services.

For solicitation messages, the required written signature may be obtained in compliance with the E-SIGN Act, including via an e-mail, website form, text message, telephone key-press, or voice recording. The subscription agreement, its disclosure, and its written signature gathered from an order, application, or agreement has to be "clear and conspicuous" and the recipient must agree specifically to receive text or voice messages of a specific information type at a specific phone number before any solicitation messages can be sent. If this disclosure is contained within the general terms of service, it is not considered conspicuous, as the disclosure is buried and will likely not be read. Trumpia recommends providing a separate agreement with a dedicated checkbox that will not be confused with the general service agreement. For those contacts collected outside the Trumpia software, Customer must be able to provide proof of prior express written consent. Oral or verbal consent is valid only if Customer sends exclusively non-solicitation messages to all recipients. In cases where only non-solicitation messages are sent, oral consent is permissible, but Customer bears the burden of providing proof that this consent was obtained.

#### **B. Illegal Collection of Telephone Numbers**

If any of the following situations apply to Customer's collected phone numbers, Customer's certification will be invalid and Customer will be held liable for violating Trumpia Terms of Use and all applicable laws. The telephone number Customer plans to send text messages to was:

- (Fs collected without prior express WRITTEN consent (physical or electronic)
- (For non-solicitation messages): collected without prior express written or oral consent (physical or electronic)
- copied or borrowed from another account, person or organization
- purchased or rented
- obtained from lead generation services
- created through randomly generated phone numbers
- obtained without asking if the contact wanted to be on Customer's distribution list, even if the number was voluntarily given for customer service or another purpose
- not removed from Customer's distribution list when an unsubscribe request was made
- mixed in with some phone numbers or emails that were collected without written consent. (Please refer to Trumpia Terms of Use, Privacy Policy, and Anti-Spam Policy.

## **APPENDIX F**

### **Certification for Private API Customers**

The Trumpia standard HTTP and REST APIs allow Customer to send and receive text messages and emails as well as manage contacts, distribution lists, and mobile keywords.

There are 2 types of API customers:

- If Customer is a regular API customer, all contacts must be added to the Trumpia contact database before text messages or emails can be sent or received.
- If Customer is a Private API customer, Customer can send and receive messages without adding contacts to the Trumpia database. If Customer is using Private API and its own dedicated short code, Customer will have an additional option to control compliance and footer wording. If Customer is using Private API without a dedicated short code, Customer can use Trumpia's shared short code but Customer cannot control compliance and footer wording.

#### **Private API**

Under the Private API Plan, Customer will have an option to choose an aggregator mode if a dedicated short code is used. If this option is chosen, Trumpia will:

- Pass all incoming traffic to Customer's account.
- Turn off all normal system logic and messages relating to subscriptions and compliance, thus disabling automated responses for mobile keywords, HELP requests, and STOP requests.
- NOT manage any HELP, STOP, or any other opt-out requests. These requests will be passed straight to the Inbound URL.
- Remove the organization header from every text message.
- Remove the required disclosing footer at the end of every text message.

If Customer does not choose an aggregator mode option or if Customer does not use a dedicated short code, Trumpia will pass incoming traffic to Customer's account, but HELP, STOP (and its variations), or mobile keyword traffic not associated with Customer's account will be handled by Trumpia.

Customer will do the following:

- Ensure that all contacts have properly opted in, complying with the TCPA, CAN-SPAM Act and any other relevant laws, regulations, and guidelines, such as those from the CTIA, MMA, and Do-Not-Call Legislation.
- Retain evidence of the required consent for each opt-in.
- Abide by any federal, state, or local laws and regulations that define what is or is not allowed in messaging. For example, transmission of certain content should be limited to recipients of certain age groups. Also, certain states impose time restrictions on when calls or text messages can be delivered. The restrictions vary from state to state.
- Provide all necessary disclosures to subscribers as required by the TCPA, CTIA, MMA, and CAN-SPAM Act prior to contacts opting in. Such disclosure should include, but is not limited to, the following:

- A clear and conspicuous display of required legal disclaimers and footnotes when any contact information is collected
- Type of messages to be sent
- Name of the sender
- Intended use of contact information
- Message frequency
- Understand and meet all requirements of the TCPA, CTIA, CAN-SPAM Act, Do-Not-Call Legislation, and other relevant privacy and anti-spam regulations.
- Avoid transmitting any of the following:
  - Content that is unlawful or violates any intellectual property right or any other right of any third party
  - Content that facilitates any illegal activity or promotes violence or discrimination
  - Content related to any of the following:
    - Alcoholic beverages (e.g., beer, wine, or liquor)
    - Tobacco (e.g., cigarettes, cigars, pipes, chewing tobacco)
    - Guns or other weapons (e.g., firearms, bullets)
    - Illegal or illicit drugs (e.g., marijuana, cocaine)
    - Pornography (e.g., sexually explicit videos or other material)
    - Crime (e.g., organized crime, notorious characters)
    - Violence (e.g., violent games)
    - Death (e.g., mortuaries)
    - Gambling (e.g., casinos, lotteries)
    - Obscenity, defamation or hate speech
    - Wireless carriers (e.g., material mentioning any wireless carrier, material copying or parodying the products or services of any wireless carrier)
  - Claims or offers that are false, misleading, or deceptive (e.g., indication of any message's source or author)
  - Unsolicited messages or data
  - Anything designed to disrupt the function of any computer or telecommunications asset (e.g., viruses)
- For text messages sent using an aggregator mode option, Customer will:
  - (For recurring messages): Send the initial welcome message required by the CTIA after each contact opt-in (explicitly stating which program the contact enrolled in, a recurring-message disclosure, "Message and data rates may apply" disclosure, and clear opt-out instructions).
  - (For recurring messages): Add HELP, STOP, and opt-out instructions at the end of each message as required by the CTIA.
  - Process all HELP and STOP requests, and ensure that appropriate automated responses are sent.
  - Remove and block all mobile numbers that text STOP or its equivalent request to the short code in use.
- For commercial emails, Customer will:
  - Include a clear and conspicuous explanation of how the recipient can opt out of getting emails in the future.
  - Remove and block from the email distribution list in use all emails that unsubscribe or opt-out within 10 business days.
  - Provide an opt-out mechanism that will be able to process opt-out requests for at least 30 days after the message has been sent

- Understand and meet all requirements of the CAN-SPAM Act and other relevant privacy and anti-spam regulations.
- Inform recipients of the sender's valid physical postal address.
- Disclose clearly and conspicuously that the message is an advertisement for commercial emails.
- For informational emails, Customer will:
  - Remove and block from the email distribution list in use all emails that unsubscribe or opt-out within 10 business days.
  - Provide an opt-out mechanism that will be able to process opt-out requests for at least 30 days after the message has been sent.
  - Understand and meet all requirements of the CAN-SPAM Act and other relevant privacy and anti-spam regulations.

As a common carrier conduit, Trumpia simply passes messages and emails in and out of the Trumpia software and assumes no responsibility or liability for any Customer activity conducted through the software. This certification may be updated, without advance notice, in order to reflect and comply with changes in relevant regulations or any interpretation thereof. Customer may be required to sign an amended certification in order to continue using the Trumpia software in the future.

**Signature:**

**Email:** sturgilljd@co.monterey.ca.us