

IRIO Inc. Master Services Agreement

1. DEFINITIONS.

A. "IRIO" means IRIO Inc.

B. "You," "Your," "Client" or "User" means an account holder or other person who pays for or uses Services and affiliates.

C. "Services" means the mobile telephone program/campaigns of Text-4-Info, Text-2-Community, Text2-Win, and Text-2-Donate and all products & services offered to and affirmatively accepted by Client and agreed upon pursuant to the Order Form, which are performed and/or administrated by IRIO, as more fully described in the Service Addendum, attached hereto and made a part hereof.

D. "Customer" means a person, or any prospective or current Client customer, donor, or tenant who has authorized Client, in accordance with the terms of this Agreement, to send a message to his or her wireless phone number in connection with the Services and/or who transmits a Keyword in connection with the Services.

E. "Keyword" means a number or phrase capable of being transmitted through a mobile device by any Customer, enabling a Customer to access and receive information via text message, including information about a Client property, product, offer, or promotion to which the keyword corresponds.

F. "Telemarketing" means the initiation of a text message for the purpose of encouraging the purchase or rental of, or investment in, property, goods, or services, which is transmitted to any person.

G. "Advertising" means any message advertising the commercial availability or quality of any property, goods, or services.

H. "Promotion" means any contest or sweepstakes.

I. "Order Form" means the form signed by Client indicating selection of Services to be performed by IRIO, associated fees, and Services commencement date.

2. SERVICES AGREEMENT OVERVIEW.

A. The Agreement (the "Agreement") includes this Master Services Agreement, IRIO's Order Form(s), Any applicable Addendum(s) and IRIO's Privacy Policy and Terms of Use. It is important that you carefully read all parts of the Agreement because Services are subject to the Agreement terms and conditions.

B. You represent that you are legally competent, 18 or older, and have complete authority to enter into this Agreement. If you are entering into the Agreement on behalf of any entity, you represent and warrant that you are authorized to enter into this Agreement on such entity's behalf.

C. Acceptance. You enter into the Agreement by doing any of the following: (1) logging into your account via IRIO's website or an IRIO application; (2) signing a contract with IRIO on paper or electronically, including the Order Form and/or Any Applicable Addendum(s); or (3) using or paying for Services.

3. SERVICES AGREEMENT.

A. The Services enable Client, utilizing the IRIO platform, (i) to initiate and send SMS/text messages or other media to Customers or (ii) to have SMS/text messages or other media sent to Customers on its behalf, in each case as specified and limited in the Service Addendum in accordance with the form of Customer consent specified for and applicable to the particular Service as forth in Section 5(B) and the Customer Consent Addendum. Depending on the Service, Customers may transmit a Keyword via mobile telephone to access and receive via return text message, additional information specified by the Client associated with the Keyword, including, as applicable, a hyperlink that redirects Customer to a website providing additional related information.

B. IRIO has been approved by, and may perform such Services through the following mobile telecommunications carriers: ACS Wireless, All West Communication, Alltel, Appalachian Wireless, AT&T, Bluegrass Cellular, Boost, Breakaway Wireless, Carolina West Wireless, Cellcom, Cellular One of Central Illinois Montana and NEPA, Cellular South, Centennial Wireless, Chat Mobility, Cincinnati Bellar3, Cox Mobility, Cricket Communications, CTC, Element Mobile, Epic Touch, Farmers Mutual Telephone Co, GCI Communications, Golden State Cellular, Illinois Valley Cellular, Immix Wireless, Inland Cellular, iWireless, MetroPCS, Moby PCS, Mosaic Telecom, Nex-Tech Wireless, Nextel, Northwest Missouri Cellular, nTelos Wireless, Nucla-Naturita Telephone Co, Panhandle, Telecommunications, Peoples Wireless, Pioneer Cellular, Plateau Wireless, Revol Wireless, Silver Star PCS, Simmetry Wireless, Snake River PCS, South Central Communication, Sprint, Sprocket Wireless, Strata networks, Syringa Wireless, Thumb Cellular, T-Mobile, Union Wireless, United Wireless, US Cellular, Verizon Wireless, Viaero Wireless, Virgin Mobile, West Central Wireless. Each carrier has established different rules and regulations in order to access its network. IRIO will provision the Services to each carrier's specific requirements. This process may take up to 4 weeks.

4. LICENSE GRANT AND RESTRICTIONS.

A. IRIO hereby grants you a non-exclusive, non-transferable license for each Keyword You use. IRIO provides and bills for its Services based upon each license it assigns. IRIO may assign additional licenses to you after the effective date. All licenses shall expire and/or renew as set forth on the Original Order Form, even if additional licenses are purchased after the effective date.

B. IRIO grants each license solely for your internal business purposes, subject to the terms and conditions of this Agreement, and for

use as explicitly set forth in this Agreement. All rights not expressly granted to You through this Agreement are expressly reserved by IRIO, and all other uses, including any use in breach of this Agreement and the conditions hereunder, are strictly prohibited and are a violation of such license. You shall not obtain a license for purposes of monitoring or benchmarking IRIO's products or services, including the Services, or for any competitive purpose. You shall not license, sublicense, distribute, assign, or otherwise commercially exploit IRIO's products or services, including the said Services.

C. You shall not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, decompile, modify, or create derivative works of the products and/or services that IRIO uses in performing its Services. You shall not make Internet "links" to, or "mirror" any content of, the products and services available through IRIO's website or applications, including the said Services.

5. CONDITIONS OF SERVICE.

A. You are responsible for ensuring that appropriate communication, and calls to action required for the Text-4-Info, Text-2-Win and Text-2-Donate Services are visually posted, marketed via other media, and/or otherwise made available to Customers.

B. Customer Consent.

(i) Text-4-Info and Text-2-Win Services.

(a) Prior Express Written Consent (as defined below) must be obtained from every person that is sent SMS/text messages and other media through the Text-4-Info and Text-2-Win Services; *provided that* one-time entry texts in connection with Text-2-Win Client Promotions shall be governed by Section 5.B(i)(e), below.

(b) For Prior Express Written Consent obtained using a Customer-initiated text message or Keyword to the IRIO platform in response to Client advertisements and other calls to action, You and not IRIO are exclusively responsible for ensuring that all Client advertisements and other calls to action comply with the Call to Action Notification set forth in the Customer Consent Addendum and applicable law. In lieu of the Call to Action Notification in the Customer Consent Addendum, Customer may request IRIO's prior approval of a different form of notification, which such approval may be provided or denied at IRIO's sole discretion, and which will not eliminate Your obligation to ensure that the form of notification complies with applicable law.

(c) For Prior Express Written Consent obtained through a written or electronic form, You, and not IRIO, are exclusively responsible for obtaining the Prior Express Written Consent of every person that is sent SMS/text messages and other media through the Text-4-Info and Text-2-Win Services. "Prior Express Written Consent" means an agreement, in writing, bearing the signature of the person to receive the SMS/text messages and other media, that complies with applicable federal and state law, including without limitation, the requirements and disclosures set forth in 47 C.F.R. § 64.1200(f)(8), including as interpreted by the FCC and courts of competent jurisdiction, and as may be amended from time to time. The manner in which Client shall obtain Prior Express Written Consent for the Text-4-Info and Text-2-Win Services must also meet the requirements set forth in the Customer Consent Addendum. Client shall not upload any phone number to the IRIO platform for which it has not obtained Prior Express Written Consent.

(d) You further covenant that each person to whom you initiate and send texts through the Text-4-Info and Text-2-Win Services has provided Prior Express Written Consent, and that such consent has not been revoked and shall remain in full force and effect at the time you initiate and send a text to such person under the Text-4-Info and Text-2-Win Services. You agree to immediately notify IRIO if any person revokes or attempts to revoke in any manner or by any means a previously executed Prior Express Written Consent. You agree that the Services may only be used to send SMS/text messages and other media to persons who have delivered and have not revoked their respective Prior Express Written Consent in accordance with this Agreement and the Customer Consent Addendum.

(e) In addition to the foregoing, the Text-2-Win Service may be used by Client in connection with Client Promotions to initiate and send a single text message with entry information to a Customer in response to a Customer-initiated or Keyword request to the IRIO platform made in response to Client advertisements and other calls to action in connection with Client Promotions.

(ii) Text-2-Community Service.

(a) You, and not IRIO, are responsible for obtaining the Prior Express Consent (as defined below) of every person to whom you initiate and send an SMS/text message through the Text-2-Community Service.

(b) "Prior Express Consent" for the Text-2-Community Service means consent that complies with applicable federal and state law for sending texts to a wireless number via an automatic telephone dialing system (including, without limitation, 47 U.S.C. § 227 and 47 C.F.R. § 64.1200, including as interpreted by the FCC and courts of competent jurisdiction, and as may be amended from time to time), and must also meet the requirements set forth in the Customer Consent Addendum. Client shall not initiate and send a text through the Text-2-Community Service to any person that has not provided Prior Express Consent, and the initiation and sending of any such text without obtaining such Prior Express Consent is a breach of this Agreement. You may request IRIO's prior approval of a different form of consent in lieu of the form of consent in the Customer Consent Addendum, which such approval may be provided or denied at IRIO's sole discretion, and which will not eliminate Your obligation to ensure that the form of consent complies with applicable law.

(c) You agree to immediately notify IRIO if any person revokes or attempts to revoke in any manner or by any means a previously provided Prior Express Consent, and agree to immediately cease from initiating or sending texts to such person. You further covenant that each person to whom you initiate and send texts through the Text-2-Community Service has provided his or her Prior Express Consent in a manner set forth in the Customer Consent Addendum, and that such consent shall remain in full force and effect at such time as you initiate and send a text to such person under the Text-2-Community Program. You agree that the Text-2-Community Service may only be used to send SMS/text messages to persons who have delivered and not revoked their respective Prior Express Consent in accordance with this Agreement and the Customer Consent Addendum. You further agree that your use of the Text-2-Community Service will be limited to initiating and sending Permissible Text Messages as defined in the Services Addendum, and any other use is prohibited and shall constitute a breach of this Agreement, including any use of the Text-2-Community Service to initiate and send any Telemarketing or Advertising message to a Customer.

(iii) Text-2-Donate Service.

- (a) Prior Express Consent must be obtained from every person that is sent SMS/text messages and other media through the Text-2-Donate Service.
- (b) For Prior Express Consent obtained using a Customer-initiated text message or Keyword to the IRIO platform in response to a Client call to action, You and not IRIO are exclusively responsible for ensuring that all Client calls to action comply with the Donation Call to Action Notification set forth in the Customer Consent Addendum and applicable law. In lieu of the Donation Call to Action Notification in the Customer Consent Addendum, Customer may request IRIO's prior approval of a different form of notification, which such approval may be provided or denied at IRIO's sole discretion, and which will not eliminate Your obligation to ensure that the form of notification complies with applicable law.
- (c) For Prior Express Consent obtained through a written or electronic form, You, and not IRIO, are exclusively responsible for obtaining the Prior Express Consent of every person that is sent SMS/text messages and other media through the Text-2-Donate Service. The manner in which Client shall obtain Prior Express consent for the Text-2-Donate Service must also meet the requirements set forth in the Customer Consent Addendum. Client shall not upload any phone number to the IRIO platform for which it has not obtained Prior Express Consent.
- (d) You further covenant that each person to whom you initiate and send texts through the Text-2-Donate Service has provided Prior Express Consent, and that such consent has not been revoked and shall remain in full force and effect at the time you initiate and send a text to such person under the Text-2-Donate Service. You agree to immediately notify IRIO if any person revokes or attempts to revoke in any manner or by any means a previously executed Prior Express Consent. You agree that the Services may only be used to send SMS/text messages and other media to persons who have delivered and have not revoked their respective Prior Express Consent in accordance with this Agreement and the Customer Consent Addendum.

(iv) Documentation of Consent. Client shall retain for a period of four (4) years from the expiration date of the last effective Service Order, documentation evidencing required consent under this Section 5 and the Consent Addenda, and shall provide such documentation to IRIO immediately upon request.

C. You, and not IRIO, are responsible for the substance, content, style, appearance, propriety, accuracy, truth, and correctness of the SMS/text messages and other media sent to Customers through the Services and ensuring that such message is a Permissible Text Message if initiated and sent pursuant to the Text-2-Community Service. You may review and approve all SMS/text messages prior to sending.

D. IRIO may suspend or terminate its Services and/or to refuse to send specific messages or other digital media at any time, without notice, and in its sole discretion, for any conduct or any message that IRIO believes violates this Agreement. Violative conduct includes, but is not limited to: (a) violation of IRIO's Terms of Use set forth therein; (b) your failure to make any required payment when due; (c) your failure to market in accordance with the Agreement; (d) your use of the Services for a commercial or competitive purpose, including reselling, redistributing, or rebroadcasting the Services; (e) posting or transmitting information that contains unauthorized or malicious software such as viruses; (f) if IRIO has reasonable cause to believe that you are using the Services for an unlawful purpose or otherwise in violation of law, for an obscene or offensive purpose, or for a purpose other than that which You and IRIO agreed upon; (g) for any failure by Client to obtain or maintain the consent required in accordance with Section 5(B) or the Customer Consent Addendum; or (h) Use of the Services that are inconsistent with the Service Addendum, including the use of the Text-2-Community Service or Text-to-Donate Service to send a Telemarketing or Advertising message.

E. In performing its Services, IRIO may send or receive SMS messages, text messages, mobile internet messaging, wireless action protocol ("WAP"), multimedia messaging, and/or common short code ("CSC") that transmit, among other things, messages, communications, text, sounds, graphics, photographs, video, or other digital media. IRIO does not guarantee delivery of mobile telephone transmissions. Moreover, IRIO does not guarantee that any customers to whom IRIO directs Services have telephones, personal digital assistants, or other devices that are capable of receiving, or are activated to receive, Services. Moreover, not all customers have equipment possessing SMS/text messaging, short coding, Internet browsing, and/or digital, graphic, or color display or interface capabilities.

F. You are responsible for obtaining Internet access to the Services made available through IRIO's website or applications.

G. Services are transmitted by telecommunications service providers ("Carriers") over whom IRIO has no control. IRIO has no control over communications or information exchanges between your employees, agents, and representatives, and the customers who access, receive, or respond to the Services, or over the conduct of Customers who access, receive, respond to, manipulate, or forward the Services. During the Term, You shall have a posted privacy statement, linked from any Client website accessed by Customers in response to a Customer-initiated text message or Keyword request to the IRIO platform. The privacy statement shall reflect current established Internet industry standards and fully comply with U.S. and state laws and regulations. You shall comply with such privacy policy during the Term. Failure by You to continue to post such a privacy policy during the Term or to adhere to Your privacy policy is, without limiting other available remedies, grounds for immediate termination of this Agreement by IRIO without an opportunity to cure. IRIO IS NOT DIRECTLY OR INDIRECTLY LIABLE FOR PAYMENT OF ANY GOODS OR SERVICES ORDERED, PURCHASED, OR ACQUIRED BY CUSTOMERS WHO ACCESS, RECEIVE, OR RESPOND TO THE

SERVICES.

H. All trademarks, copyrights, trade dress, logos, and other intellectual property used, transmitted, or accessed in connection with the Services belong to their respective owners, including third-parties. You should seek permission of the owner before copying, downloading, redistributing, or exploiting trademarked or copyrighted materials, or other intellectual property. IRIO does not warrant that any unauthorized use of trademarks, copyrights, or other intellectual property by You or any customer will not infringe upon the rights of third-parties.

I. Services may be unavailable, delayed, limited, or interrupted due to causes beyond IRIO's reasonable control, including, among other things: electronic or mechanical equipment failure; data storage or transfer limitations; Carrier or third-party problems; telephone or computer interconnect problems; network speed or access; coverage or geographic limitations; hardware, software, or network problems or availability; damage caused by weather, accident, fire, water, natural disaster, war, riot, acts of God, or terrorism; or strikes or other labor stoppage. In such instances, IRIO may be unable to perform the Services until the act or event has been resolved.

6. SERVICE COMMITMENT.

Your service commitment begins on the date you enter into this Agreement and ends as specified on the Order Form.

7. TERMINATION.

You cannot terminate the Agreement before your initial service commitment expires unless IRIO fails to perform under the Agreement other than as provided in Section 5(I). IRIO may terminate the Agreement at any time by providing 30 days written notice to you. Upon breach by you of any provision of this Agreement, IRIO may terminate this provision upon ten (10) days written notice; provided that, in the event of your breach of Section 5(B), the Service Addendum, or the Customer Consent Addendum, IRIO may immediately terminate this Agreement and cease providing Services hereunder, and shall provide such notice as is reasonable under the circumstances. You may terminate your contract before the end date if the contract term is paid in full. For Services related to multifamily & student housing, in the event of a change in ownership/management, Services under this Agreement may be canceled with respect to the affected property with a written 30 day notice that would alter contractual obligation and fiscal responsibility.

8. CHARGES, BILLING, AND PAYMENT.

You are responsible for paying all charges for or resulting from Services, including all third-party charges and fees. You agree to pay IRIO by way of cash, authorized credit, certified funds, or wire transfer made payable to "IRIO, Inc." IRIO bills in 30 day terms, payments not received within 30 days will be past-due and may incur a late fee.

9. PAYMENT DETAILS, LATE PAYMENT FEES.

Payment is due in full as specified on your bill. If IRIO does not receive payment in full by the date specified on your bill, a late payment charge, which may be charged at the highest rate permitted by law, or at the rate of 1.5% of the balance carried forward to the next bill, may be applied. Charging a late payment fee does not prevent IRIO from terminating the Agreement by reason of your nonpayment. IRIO may also charge you any costs paid to a collection agency to collect unpaid balances from you. Moreover, IRIO may charge the highest rate allowed by law for returned checks or other payments made by you and denied for any reason by a financial institution. Your company must be in good standing with current billing, in order to receive additional or expanded Services.

10. WARRANTIES, DISCLAIMER OF WARRANTIES.

A. IRIO will comply with the guidelines of the Mobile Marketing Association, in performing its Services.

B. IRIO'S SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING BY VIRTUE OF CUSTOM OF TRADE, COURSE OF DEALING, TITLE, NON-INFRINGEMENT, SECURITY, OR ACCURACY. IRIO DOES NOT WARRANT OR REPRESENT THAT ITS SERVICES WILL MEET YOUR REQUIREMENTS OR SATISFACTION, OR WILL ACHIEVE A PARTICULAR RESULT. MOREOVER, IRIO DOES NOT WARRANT THE EFFECTIVENESS, WORK, PERFORMANCE, OR QUALITY OF ANY SERVICES PROVIDED BY ANY THIRD-PARTY.

11. LIMITATION OF LIABILITY.

IRIO IS NOT LIABLE FOR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR THIRD-PARTY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST OPPORTUNITY, LOSS OF DATA, OR BUSINESS INTERRUPTION THAT YOU MAY SUFFER ARISING FROM OR RELATING TO: (1) ITS PERFORMANCE OR FAILURE TO PERFORM SERVICES; (2) THE CONDUCT, PERFORMANCE, OR NON-PERFORMANCE OF ANY THIRD PARTIES WHOSE SERVICES MAY BE NECESSARY; (3) THE CONDUCT OF YOU, ANY OF YOUR EMPLOYEES, AGENTS, OR REPRESENTATIVES WHO COMMUNICATE OR EXCHANGE INFORMATION WITH CUSTOMERS; (4) THE CONDUCT OF ANY CUSTOMERS WHO RECEIVE, ACCESS, RESPOND TO, MANIPULATE, OR FORWARD SERVICES; (5) THE DISRUPTION, UNAVAILABILITY, DELAY, LIMITED SCOPE, OR INTERRUPTION OF SERVICES; OR (6) SMS/TEXT MESSAGES AND OTHER MEDIA SENT TO AND/OR RECEIVED BY ANY PERSON IN VIOLATION OF SECTION 5(B), THE SERVICE ADDENDUM, OR THE CUSTOMER CONSENT ADDENDUM, OR IN VIOLATION OF LAW. IF THE ABOVE LIMITATION OF LIABILITY SHOULD FAIL IN ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL IRIO'S LIABILITY TO YOU FOR DAMAGES EXCEED THE AMOUNT YOU HAVE PAID IN CHARGES AND FEES UNDER THIS AGREEMENT OR IN USING SERVICES, LESS ANY MONIES OUTSTANDING AND DUE TO IRIO FOR PERFORMING SERVICES.

12. INDEMNIFICATION.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD IRIO HARMLESS FOR ANY AND ALL LOSSES AND DAMAGES, INCLUDING LEGAL EXPENSES, COURT COSTS, AND ATTORNEYS' FEES INCURRED BY IRIO, RESULTING FROM ANY CLAIM BROUGHT BY ANY NON-PARTY TO THIS AGREEMENT, ARISING FROM OR RELATING TO: (A) THE DELIVERY AND/OR RECEIPT OF ANY FALSE, MISLEADING, OR DECEPTIVE INFORMATION CONTAINED IN COMMUNICATIONS FURNISHED BY YOU; (B) ANY PROMOTIONS ADVERTISED OR ADMINISTERED BY OR COMMUNICATIONS FURNISHED BY YOU, OR ANY VIOLATION OF APPLICABLE RULES OR LAWS GOVERNING PROMOTIONS AND/OR SWEEPSTAKES; (C) ANY VIOLATION OF APPLICABLE RULES GOVERNING CHARITABLE DONATIONS, INCLUDING CLIENT'S CLASSIFICATION AS A NON-PROFIT ENTITY; (D) COLLECTION, USE OR MAINTENANCE BY CLIENT OF DATA OR INFORMATION TRANSMITTED THROUGH THE SERVICES; (E) THE USE OF SERVICES BY YOU, YOUR EMPLOYEES, AGENTS, REPRESENTATIVES, OR ANY PERSON OR ENTITY ACTING ON YOUR BEHALF IN VIOLATION OF THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE PROVISIONS OF SECTION 5(B), THE SERVICE ADDENDUM, OR THE CUSTOMER CONSENT ADDENDUM, OR OTHERWISE IN VIOLATION OF LAW; AND (F) ANY VIOLATION BY YOU OF ANY THIRD-PARTY RIGHT, INCLUDING, WITHOUT LIMITATION, ANY PROPRIETARY OR PRIVACY RIGHT.

13. INDEPENDENT CONTRACTORS.

The Parties are dealing with each other as independent contractors. Nothing contained in this Agreement shall be interpreted as constituting either party the joint venturer, employee, or partner of the other party or as conferring upon either party the power of authority to bind the other party in any transaction with one or more third parties.

14. INTELLECTUAL PROPERTY.

A. IRIO owns all right, title, and interest in and to IRIO's products and services, including said Services. Any and all processes, procedures, improvements, enhancements, code, copy, devices, equipment, and other tangible or intangible property developed, created, discovered, or supplied by IRIO in preparing or performing Services is, and shall remain, the exclusive property of IRIO.

B. You grant to IRIO a limited, non-exclusive, and revocable license to use your name, logos, custom graphics, marks, trademarks, copyrights, trade dress, and other intellectual property as necessary for performing the Services. This license is limited in scope and duration to IRIO's use of the licensed property in performing the Services, and terminates upon the termination of the Agreement.

15. GENERAL PROVISIONS.

A. Changes to Agreement. IRIO may change the Agreement terms and conditions at any time. IRIO will post the changes on its website and applicable applications and notify you either in your monthly bill or separately, at least one calendar month before the changes take effect. If you object, you shall notify IRIO in writing by no later than 14 days from the date of the notice. If, upon timely filing a written objection and affording IRIO 14 days to respond from the date it receives your objection, you still object to the changes, you may terminate the Agreement, provided you send 30 days written notice to IRIO, and IRIO receives your notice of termination within 60 days after the first bill incorporating the changes.

B. Applicable Law. The provisions of the Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law principles and venue for any suit or dispute regarding the Agreement shall be brought in Dallas, Texas.

C. Severance. If any provision of the Agreement is held to be unenforceable, such provision shall be considered to be separate, distinct, and severable from the remaining provisions in the Agreement, and shall not affect the validity or enforceability of such other remaining provisions; and, in all other respects, the Agreement shall remain in full force and effect. If any provision of the Agreement is held to be unenforceable as written, but may be enforceable by limitation, then such provision shall be enforceable to the maximum extent permitted by applicable law.

D. Waiver. The waiver by User or IRIO of a breach of any of the provisions of the Agreement shall not operate or be construed as a waiver of any other provision of the Agreement or a waiver of any subsequent breach of the same provision.

E. Construction. The language of all parts of the Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly construed for or against User or IRIO.

F. Entire Agreement. User and IRIO acknowledge and agree that: (1) the Agreement contains and constitutes the entire understanding and agreement between them with respect to its subject matter and supersedes and cancels any previous negotiations, agreements, commitments, and writings with respect to that subject matter; (2) that the Agreement is not executed in reliance upon any statement, representation, omission, and/or conduct of any other Party; and (3) that the consideration recited in the Agreement is fair and reasonable

SERVICES ADDENDUM

“Text-4-Info” is a service by which text messages are sent to Customers, who, either: (1) in response to an advertisement or other call to action, have texted a Keyword to an IRIO- specified number, and explicitly opted into the Text-4-Info program and provided (and not revoked) Prior Express Written Consent, in a manner consistent with applicable law and otherwise as set forth in the Agreement and Customer Consent Addendum, to receive text messages containing information, offers and/or other Telemarketing or Advertising in connection with a Client program; or (2) provided written or electronic Prior Express Written Consent, in a manner consistent with applicable law and otherwise as set forth in the Agreement and Customer Consent Addendum, to receive text messages in connection with the a Client program.

“Text-2-Win” is a service which may be used by Clients in connection with Client Promotions to initiate and send a single text message to a Customer with a hyperlink to entry information on a Client or third-party website in response to a Customer-initiated text message or Keyword request to the IRIO platform in response to Client advertisements or other calls to action in connection with Client Promotions. Client shall have exclusive responsibility and liability for all content on, the operation of, and all matters relating to such website. Client shall be responsible for the lawful operation and administration of any Promotion, including, providing any necessary disclosures on Client website regarding the official rules, offer terms and eligibility requirements (e.g., age and residency restrictions), and compliance with all applicable rules and laws governing the Promotion and any associated prizes. Client shall include in any official rules associated with any Promotion the following language: “This sweepstakes promotion is in no way sponsored, endorsed, or administered by, or associated with [Client Name’s] texting service platform provider.”

“Text-2-Community” is a service by which Client initiates and sends text messages to Customers utilizing the IRIO platform, who (i) are current tenants in a Client property, and (ii) have explicitly opted into the program and provided (and not revoked) Prior Express Consent as required by applicable law and otherwise as set forth in the Agreement and in the Customer Consent Addendum, which such texts deliver non-telemarketing, purely informational message notifications relating to Customer’s relationship with Client. Permissible text messages under the Text-2-Community service (“Permissible Text Messages”) include notification messages related to maintenance, emergency, package delivery, rent payment, account status, lease expiration, account status and similar matters. Client may only include lease renewal information and associated lease renewal offers in Text-2-Community texts, and such messages shall be deemed Permissible Text Messages, where a tenant has consented to the receipt of renewal notices through a form of consent consistent with applicable law and otherwise as specified in the Customer Consent Addendum. Client is explicitly prohibited from using the Text-2-Community Service to initiate and send any Telemarketing or Advertising message to a Customer.

“Text-2-Donate” is a service provided to non-profit Client entities in connection with a Client charitable giving campaign or event. Through the Text-2-Donate service, text messages are sent to Customers who have texted a Keyword to an IRIO- specified number in response to a Client advertisement or other call to action or who have provided (and not revoked) written or electronic Prior Express Consent in a manner consistent with applicable law and otherwise as set forth in the Agreement and Customer Consent Addendum, where such text messages contain charitable giving campaign or event information, including registration and payment processing-related hyperlinks to online forms, whether on an IRIO website, a Client or Client-directed website, and/or a website operated and maintained by IRIO’s payment processing service provider, that when submitted by Customer, will initiate donation confirmation text flows.

Any Client utilizing the Text-2-Donate Service must certify to IRIO in writing that Client is a 501(c)(3) tax exempt organization in good standing with the Internal Revenue Service. Client shall have exclusive responsibility and liability for all content on, the operation of, and all matters relating to Client or Client-directed websites, including, without limitation, all payment processing matters, and IRIO explicitly disclaims any and all liability for such matters. Further, Client shall have exclusive responsibility and liability for complying with federal and state laws applicable to charitable organizations, including making any required registrations and disclosures in connection with its charitable solicitation of donations from members of the public. Where the Text-2-Donate Service makes use of a donation website operated by IRIO’s payment processing service provider, the use by Client and Customers of such website shall be subject to the Service Agreement, Terms of Service, Privacy Policy, and any other agreement and/or terms of service of such third party service provider, and Client and Customer recourse relating to all payment processing matters and any other matter relating to the use of such website shall be exclusively with Client and/or such payment processing service provider, as applicable, and IRIO explicitly disclaims any and all liability for such matters.

CUSTOMER CONSENT ADDENDUM

TEXT-4-INFO AND TEXT-2-WIN

In connection with the Text-4-Info and Text-2-Win Services, Client shall obtain the Customer's Prior Express Written Consent in a manner consistent with applicable law; provided that one-time entry texts in connection with Client Promotions shall be governed by Section C, below. Without limiting the obligation to comply with applicable law, Prior Express Written Consent must be obtained as follows:

A. CLIENT ADVERTISEMENTS AND OTHER CALLS TO ACTION

1. Client must include the following "Call to Action" notification ("Notification") in any material in any medium that solicits a Customer's enrollment in the Text-4-Info service:

"To receive text messages with [community/product] information and offers, text "[KEYWORD]" to [number]. [Landlord/Client] or its service provider will send a text message to your mobile device with additional enrollment instructions. Message and data rates may apply. Texts may be sent by an automatic telephone dialing system. Enrollment is not required for purchase [or lease]."
2. Upon receiving a text from the Customer in response to the Call to Action, the IRIO platform will automatically reply with an "Enrollment Text" message flow or website link allowing Customer to confirm Prior Express Written Consent.

B. WRITTEN OR ELECTRONIC FORMS

1. To the extent Client directly obtains Prior Express Written Consent from a Customer through a written or electronic form, that form must comply with the requirements for Prior Express Written Consent contained in 47 C.F.R. § 64.1200(f)(8). Without limiting the foregoing, such form must be an agreement in writing that:
 - a. bears the signature of the person called;
 - b. clearly authorizes You and your service providers to deliver or cause to be delivered advertisements or telemarketing messages using an automatic telephone dialing system to that person;
 - c. identifies the telephone number to which the person authorizes such messages to be delivered; and
 - d. includes a clear and conspicuous disclosure informing the person signing that: (i) by executing the agreement, such person authorizes you, to deliver or cause to be delivered, SMS/text messages and other media to their mobile phone by an automatic telephone dialing system; and (ii) the person is not required to sign the agreement (directly or indirectly), or agree to enter into such an agreement as a condition of purchasing, leasing, or otherwise obtaining any property, goods, or services. The signature on an electronic form may include an electronic or digital form of signature recognized as a valid form of signature under applicable law.

C. TEXT-2-WIN

1. Text-2-Win may be used to initiate and send a single text message to a Customer with entry information in response to a Customer-initiated text message or Keyword request to the IRIO platform in response to Client advertisements and other calls to action in connection with Client Promotions.
2. Client Advertisements and Other Calls to Action for Client Promotions
 - a. Client must include the following "Call to Action" notification ("Notification") in any material in any medium that solicits a Customer's entry in a Client Promotion:

"To receive a single text message with a link to a [Promotions Name entry form], text "[KEYWORD]" to [number]. [Client] or its service provider will send a single text message to your mobile device with a link to an entry form, which may include additional marketing information. Message and data rates may apply. Texts may be sent by an automatic telephone dialing system. Entry is not required for purchase.
 - b. Upon receiving a text from the Customer in response to the Call to Action, the IRIO platform will automatically reply with an "Entry Text" with a link provided by Client to a landing page administered by Client with Promotions entry information. The text response shall include only the Promotion entry information requested by the Customer and will include no other marketing or advertising information. Only a single message will be sent in response to the entry request, and such message shall be sent immediately in response to the request. Client will include on the landing page the following disclosure: "The [Promotion name] is in no way sponsored, administered by or associated with [Client Name's] texting service platform provider."

CUSTOMER CONSENT ADDENDUM

Text-2-Community

In connection with the Text-2-Community service, Client shall obtain the Customer's Prior Express Consent in a manner consistent with applicable law. Without limiting the obligation to comply with applicable law, Prior Express Consent must also be obtained by including the following language in the lease agreement or other written document that is signed by the Customer, immediately below any place where the Customer is asked to provide a contact telephone number:

“By providing my phone number, I acknowledge and agree that [Landlord] and its service provider may contact me at any number that I have provided, including through an automatic telephone dialing system and/or an artificial or prerecorded voice, with information and notifications about the property and for other non-marketing purposes, including in connection with Lease expiration. I further warrant to [Landlord] and its service provider that I am the subscriber for any wireless number that I have provided, or that I am the customary user of the wireless number that I have provided. I agree to promptly notify [Landlord] if service for any wireless number provided by me is cancelled, or if my wireless number changes.”

In addition, for lease renewal messages, the following language must be included:

“ By checking this box and signing below, I authorize [Landlord] and its service provider to deliver Lease renewal messages and associated offers to me at the telephone number(s) that I have provided, including through the use of an automatic telephone dialing system and/or an artificial or prerecorded voice. This voluntary authorization is not a condition of entering into this lease.”

In the event that a Customer notifies Client that it has cancelled service for any wireless number provided by Customer or that the Customer's wireless number has changed, Client shall treat such notification as a revocation of Prior Express Consent with respect to such wireless number, and Client shall not call or send any text message to such wireless numbers using the Text-2-Community service. Client shall notify IRIO immediately of any such notification.

CUSTOMER CONSENT ADDENDUM

TEXT-2-DONATE

In connection with the Text-2-Donate Service, Client shall obtain the Customer's Prior Express Consent in a manner consistent with applicable law. Without limiting the obligation to comply with applicable law, Prior Express Consent must be obtained as follows:

A. Calls to Action

1. Client must include the following Notification in any material in any medium that solicits a Customer's enrollment in the Text-2-Donate service:

"To receive text messages with information on how to make a donation, text "[KEYWORD]" to [number]. [Client] or its service provider will send a text message to your mobile device with additional enrollment instructions, and may send additional enrollment reminder text messages. Message and data rates may apply. Texts may be sent by an automatic telephone dialing system."

2. Upon receiving a text from the Customer in response to the Call to Action, the IRIO platform will automatically reply with a text flow confirming that Customer is ready to donate and including registration and payment processing-related hyperlinks to online forms, that when submitted by Customer will initiate donation confirmation text flows.

B. Written or Electronic Forms

1. To the extent Client directly obtains Prior Express Consent from a Customer through a written or electronic form, that form must comply with the requirements for Prior Written Consent. Without limiting the foregoing, such form must include the following language immediately below any place where the Customer is asked to provide a contact telephone number:

"By providing my phone number, I acknowledge and agree that [Client] and its service provider may contact me at any number that I have provided, including through an automatic telephone dialing system and/or an artificial or prerecorded voice, with information and notifications about donations to [Client/Nonprofit]. I further warrant to [Client] and its service provider that I am the subscriber for any wireless number that I have provided, or that I am the customary user of the wireless number that I have provided. I agree to promptly notify [Client] if service for any wireless number provided by me is cancelled, or if my wireless number changes."