OSOS No. S-8570

STATE OF WASHINGTON
OFFICE OF THE SECRETARY OF STATE

CONTRACT NO. S-8570

By and Between

STATE OF WASHINGTON
OFFICE OF THE SECRETARY OF STATE

and

PROMPT.IO INC.,
A DELAWARE CORPORATION

Dated: July 1, 2025

CONTRACT NO. S-8570

ELECTIONS TEXT MESSAGING SYSTEM

This Contract ("Contract") is made and entered into by and between the State of Washington acting by and through the Office of the Secretary of State, a Washington State governmental agency ("OSOS") and Prompt.io Inc., a corporation formed under the laws of Delaware ("Contractor") and is dated & effective as of July 1, 2025. OSOS and Contractor are sometimes referred to herein individually as a "Party" and, collectively, as the "Parties."

R E C I T A L S

A. Pursuant to Legislative direction codified in RCW 39.26, OSOS is authorized to competitively solicit and award contracts for goods and/or services for use by OSOS.

B. OSOS issued RFQQ No. 25-04 dated February 27, 2025, for the purpose of obtaining a contractor to provide an Elections Text Messaging System, in accordance with its authority under RCW 39.26 (the "Competitive Solicitation").

C. OSOS evaluated all responses to the Competitive Solicitation and identified Contractor as the Apparent Successful Contractor.

D. OSOS has determined that entering into this Contract will meet the identified needs and be in the best interest of the State of Washington.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the Parties hereto hereby agree as follows:

1. **Term.** The term of this Contract is for a period commencing on July 1, 2025, and ending on June 30, 2030.

2. **SCOPE – INCLUDED SERVICES AND COST**.

    2.1. CONTRACT SCOPE. Pursuant to this Contract, Contractor is authorized to and shall provide the services and deliverables set forth in *Exhibit A – Statement of Work* at the rates and total not-to-exceed cost set forth in *Exhibit B – Project Cost.*

    2.2. STATE'S ABILITY TO MODIFY SCOPE OF CONTRACT. Subject to mutual agreement between the Parties, OSOS reserves the right to modify the services and/or deliverables included in this Contract; *provided*, however, that any such modification shall be effective only upon ten (10) days advance written notice; and *provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Contract.

3. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time of performance pursuant to this Contract. If, at the time of performance, Contractor cannot make such representations and warranties, Contractor shall not perform and shall, within three (3) business days notify OSOS, in writing, of such breach.

3.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

3.2. TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

3.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Contract.

3.4. SUSPENSION & DEBARMENT. Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental Contract by any governmental department or agency within the United States.

3.5. WAGE VIOLATIONS. Contractor represents and warrants as previously certified in Contractor's Certification, that during the term of this Contract and the three (3) year period immediately preceding the award of the Contract, Contractor has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.

3.6. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

3.7. [OMITTED]

3.8. [OMITTED]

3.9. [OMITTED]

3.10. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3)-year period prior to this Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state or local) terminated for cause or default.

3.11. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but

not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to State employees.

3.12. WASHINGTON'S STATEWIDE PAYEE DESK. Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.

3.13. ADVERTISING AND ENDORSEMENT. Contractor understands and acknowledges that neither OSOS nor the State of Washington are endorsing Contractor's services or suggesting that such services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to OSOS or the State of Washington in any promotional material without the prior written consent of OSOS.

3.14. CONTINGENT FEES. Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.

3.15. FINANCIALLY SOLVENT. Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any services that are the subject of this Contract.

3.16. OPERATIONAL CAPABILITY. Contractor represents and warrants, as previously certified in Contractor's Certification, that Contractor has the operational and financial capability to perform the Contract.

3.17. TOOLS, EQUIPMENT, PERSONNEL, & SUPPLIES. Contractor represents and warrants, as previously certified in Contractor's Certification, that Contractor possess all necessary personnel to fulfill the roles outlined in the Competitive Solicitation.

3.18. CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Contract is transitioned to another contractor (e.g., Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist OSOS for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

4. **QUALITY; WARRANTY; REMEDIES.**

4.1. SERVICES WARRANTY. Contractor warrants that: (a) Services will be performed in a timely, efficient, professional, and workmanlike manner; (b) all Contractor personnel assigned to perform the services will have the necessary skill and training; and (c) Services will be performed in a manner consistent with the standard of care in the industry ("Services Warranty"). The Services Warranty will survive for a period of twelve (12) months after the date when Services are completed ("Services Warranty Period").

4.2. SERVICES REMEDY. If the services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, Contractor promptly shall remedy the non-conformance, or at OSOS's election, Contractor shall re-perform or correct the nonconforming services at no additional cost to OSOS or refund the amounts paid for the services.

4.3.	IT WARRANTY. Contractor warrants, that all hardware, software, and firmware associated with the services will not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (d) permit unauthorized access to any software or hardware; (b) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of OSOS, or (ii) may require distribution, copying, or modification of any software free of charge; and (c) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party ("IT Warranty"). The IT Warranty will expire twelve (12) months after the date the services are complete.

4.4.	IT REMEDY. If the services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at OSOS's election, promptly will: (a) remedy the defect by removing, repairing, correcting or replacing, and/or reinstalling any defective items; (b) re-perform or correct the non-conforming services at no additional cost to OSOS; or (c) refund the amounts paid for the services.

4.5.	FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from OSOS, or if an emergency exists rendering it impossible or impractical for OSOS to have Contractor provide a remedy, OSOS may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace items or services, in which case Contractor shall reimburse OSOS for its actual costs or, at OSOS's option, OSOS will offset the costs incurred from amounts owing to Contractor.

5.	**SAFETY; SECURITY.** Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.

5.1.	REGULATORY REQUIREMENTS/SAFETY. Goods and/or services supplied by Contractor shall meet all OSHA and other safety-related federal, state, and/or local regulatory agency requirements applicable to the goods and/or services.

5.2.	MATERIAL SAFETY DATA SHEETS. As applicable, Contractor shall provide OSOS with all appropriate Material Safety Data Sheets ("MSDS") for materials used by Contractor while performing the services and any updates of the same.

5.3.	CLEAN-UP. If Contractor, its agents, employees, or subcontractors perform onsite services, Contractor, at its cost, will remove all excess materials, equipment, packaging, and garbage within the scope of its performance of services and leave that portion of the premises in which the work was performed in a clean condition. Should Contractor fail to clean up a site after completion of work, OSOS will have the right to remove the materials and set off the cost of clean up against amounts owed to Contractor.

5.4.	ACCIDENT AND INJURY REPORTING. If Contractor, its agents, employees, or subcontractors are present at OSOS's premises, Contractor promptly will report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving Contractor, its agents, employees, or subcontractors occurring at such premises. Contractor agrees to cooperate and assist in any OSOS investigation of incidents.

5.5.   ON SITE REQUIREMENTS. While on OSOS premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with OSOS's physical, fire, access, safety, and other security requirements and not interfere with OSOS operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access OSOS premises will be adequately trained and at all times comply with OSOS requirements.

6. **SUBCONTRACTORS.**

6.1.   CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Contract, Contractor shall: (a) incorporate Contractor's responsibilities under this Contract into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this Contract; (c) be the sole point of contact for OSOS regarding all contractual matters; and (d) defend, indemnify, and hold OSOS harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier).

6.2.   REPORTING. If Contractor is required to report to OSOS, such report(s) will include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated 'rollup' report combining Contractor and subcontractor data.

6.3.   SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless OSOS will pay such subcontractor directly.

7. **PERFORMANCE OF SERVICES**.

7.1   PERFORMANCE REQUIREMENTS. Contractor must ensure that its services are performed as required by this Contract, including, without limitation, the requirements set forth in *Exhibit A – Statement of Work*.

7.2   DELIVERY OF SERVICES. Contractor understands and acknowledges that, Contractor may be required, upon request, to perform contracted services on-site at OSOS's facilities in Thurston County, Washington. On-site services may include, but are not limited to, attending meetings at OSOS's location. Contractor's service rates set forth in *Exhibit B – Project Cost* shall include costs associated with the delivery of such services on-site at OSOS's location.

7.3   TECHNOLOGY EQUIPMENT AND ACCESS. Contractor is responsible for providing all equipment and access required to perform the services as defined in this Contract, including but not limited to video conferencing ability using webinar platforms such as Microsoft Teams and Zoom.

7.4   ON SITE REQUIREMENTS. While on OSOS premises, Contractor, its agents, employees, and subcontractors shall comply, in all respects, with OSOS's physical, fire, access, safety, and security requirements.

7.5   CONTRACTOR SAFETY PLAN. If requested by OSOS, Contractor shall provide OSOS with a copy of Contractor's current health/safety plan. OSOS reserves the right to condition access to its premises upon receipt of Contractor's health/safety plan.

7.6   LICENSE OF PROMPT.IO PLATFORM. OSOS's licensed use of Contractor's platform, as more fully described in *Exhibit A - Statement of Work*, is governed by and incorporates the general terms and conditions available on the Prompt.io website at https://prompt.io/terms (the "Prompt.io Terms of Service") as of the Effective Date (which are attached and incorporated into *Exhibit A – Statement of Work* as *Attachment B – Prompt.io Terms of Service*), but only to the extent permitted by the laws of the state of Washington and not inconsistent with the terms and conditions of this Contract, *Exhibit A – Statement of Work*, and the service level agreement attached thereto as *Attachment A – Service Level Agreement* and incorporated therein. Subject to the above provisos, OSOS acknowledges and affirms that it has read and agrees to the Prompt.io Terms of Service.

7.7   CONTRACTOR KEY STAFF CHANGES. Except in the case of a leave of absence, sickness, death, termination of employment or unpaid or paid leave of absence, agreed upon key staff must not be changed during the term of this Contract.   Otherwise, any change in key staff must be agreed in writing between the Parties. During the term of the Contract, OSOS reserves the right to approve or disapprove of Contractor and subcontractor key staff assigned to perform services as required by this Contract, or to require the removal or reassignment of any Contractor or subcontractor key staff found unacceptable by OSOS, subject to OSOS's compliance with applicable laws and regulations. Contractor must provide OSOS with a resume of any member of its key staff or a subcontractor's key staff assigned to or proposed for any aspect of performance under this Contract prior to commencing any services.

In the event that proposed Contractor resources are unavailable to deliver the work, Contractor must staff the project with resources with equal or greater skills and capabilities, subject to approval from OSOS.

OSOS must be notified of any change in Contractor key staff as soon as practicable but in no event less than five (5) working days after removal of such staff from their duties in support of this Contract. Contractor must provide resumes and describe the roles and responsibilities of any replacement staff to OSOS as soon as practicable but in no event less than five (5) working days prior to the date that such staff begin work under this Contract. OSOS reserves the right, in its sole judgment, to approve or reject such replacement staff. OSOS's approval of such staff will not be unreasonably withheld.

8. **INVOICING & PAYMENT.**

8.1   CONTRACTOR INVOICE. Contractor shall submit to OSOS's designated invoicing contact properly itemized invoices for services delivered under this Contract, no more frequently than once per month, and no later than the 25th of each month, unless otherwise agreed upon. Such invoices shall itemize the following:

    a) Contract No. S-8570;

    b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor customer service representative);

    c) Contractor's Federal Tax Identification Number;

  d) Description of services or subscriptions provided;

  e) Net invoice charges for each service or deliverable;

  f) Applicable taxes;

  g) Total invoice amount; and

  h) Payment terms, including any available prompt payment discounts.

8.2 CONTRACTOR INVOICES FOR PAYMENT SHALL REFLECT ACCURATE CONTRACT RATES/PRICES. Invoices will not be processed for payment until receipt of a complete invoice as specified herein. OSOS shall have no obligation to pay Contractor for any services that do not comply with this Contract.

8.3 PAYMENT. Payment will be made upon execution and delivery of the services as outlined in *Exhibit A – Statement of Work*. Payment is the sole responsibility of, and will be made by, OSOS. Payment is due within thirty (30) days of invoice. If OSOS fails to make timely payment(s), Contractor may invoice OSOS in the amount of one percent (1%) per month on the amount overdue or a minimum of $1. Payment will not be considered late if a check or warrant is mailed within the time specified.

8.4 OVERPAYMENTS. Contractor promptly shall refund to OSOS the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *provided*, however, that OSOS shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, OSOS may impose a one percent (1%) per month charge on the amount overdue thirty (30) days after notice to Contractor.

8.5 NO ADVANCE PAYMENT. No advance payments shall be made for any products or services furnished by Contractor pursuant to this Contract.

8.6 NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing. Contractor is responsible for charging, collecting and timely remitting applicable Washington State sales tax.

8.7 TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, OSOS shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and OSOS agrees to furnish Contractor with an exemption certificate where appropriate.

9. **CONTRACT MANAGEMENT.**

9.1 CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of contract administration for this Contract. OSOS's contract administrator shall provide contract administrative oversight. Contractor's contract administrator shall be Contractor's principal contact for invoice/billing activities under this Contract. The parties may change contract administrators by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

OSOS:	Contractor:
Attn: Stuart Holmes	Attn: Barbara Smith, COO
State of Washington	Prompt.io Inc.
Office of the Secretary of State	14419 Greenwood Ave N., Ste A-373
243 Israel Rd SW, Tumwater, WA 98501	Seattle, WA 98133
PO BOX 40229, Olympia, WA 98504-0229	Tel: 509-795-0046
Tel: 360-725-5794	Email: gov@prompt.io
Email: stuart.holmes@sos.wa.gov	

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

9.2 CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform OSOS of the same) who shall be responsible for addressing OSOS's issues pertaining to this Contract.

9.3 LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

OSOS:	Contractor:
Attn: Stuart Holmes	Attn: Barbara Smith, COO
State of Washington	Prompt.io Inc.
Office of the Secretary of State	14419 Greenwood Ave N., Ste A-373
243 Israel Rd SW, Tumwater, WA 98501	Seattle, WA 98133
PO BOX 40229, Olympia, WA 98504-0229	Tel: 509-795-0046
Tel: 360-725-5794	Email: ops@prompt.io
Email: stuart.holmes@sos.wa.gov	

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

10. RECORDS RETENTION & AUDITS.

10.1 RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Contract or final payment, whichever is later; *provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

10.2 AUDIT. OSOS reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced OSOS. Accordingly, Contractor shall permit OSOS and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Contract or final payment, whichever is later; *provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

10.3 OVERPAYMENT OF PURCHASES. Without limiting any other remedies available to OSOS, Contractor shall reimburse OSOS for any overpayments inconsistent with the terms of this Contract, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records.

11. INSURANCE.

11.1 REQUIRED INSURANCE. During the term of this Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C– Insurance Requirements*.

11.2 WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, OSOS may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

12. CLAIMS.

12.1 ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with Contractor's operations under this Contract. OSOS has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any OSOS property resulting directly or indirectly from its acts or omissions under this Contract, even if not attributable to negligence by Contractor or its agents.

12.2 THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold OSOS and its employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") arising out of Contractor's or its successors', agents', and subcontractors' negligence, other tortious fault, or intentional misconduct under this Contract; *provided, however*, that no right to indemnity will exist as to that portion of a Claim resulting from the sole negligence, tortious fault, or intentional misconduct of OSOS. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons, including death, or to damages to property. Contractor shall take all steps needed to keep OSOS's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

12.3 INTELLECTUAL PROPERTY INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold OSOS and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the products and/or services provided, or the use of the products and/or services under this Contract. If OSOS's use of products or services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for OSOS the right to continue using the products and/or services or, after consulting with OSOS and obtaining OSOS's consent, replace or modify the products and/or services with substantially similar and functionally equivalent non-infringing products and/or services.

13. **DISPUTE RESOLUTION.** The Parties shall cooperate to resolve any dispute pertaining to this Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either Party, each Party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other Party. The receiving Party then shall have three (3) business days to review and respond in writing. In the event that the Parties cannot then agree on a resolution of the dispute, the Parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the Parties cannot agree, either Party may resort to court to resolve the dispute.

14. **TERMINATION; EXPIRATION; DEFAULT; SUSPENSION; REMEDIES.**

14.1 TERMINATION. This Contract may be terminated: (a) upon the mutual written agreement of the Parties; (b) by the non-breaching Party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching Party, unless a different time for cure is otherwise stated in this Contract; and (c) as otherwise expressly provided for in this Contract. This Contract shall terminate automatically and without further action if a Party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching Party may terminate this Contract as provided in subsection (b) above without further liability by written notice to the breaching Party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.

14.2 TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW. OSOS may suspend or terminate this Contract, at the sole discretion of OSOS or, as applicable, if OSOS reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either Party to perform under the terms of this Contract; or (b) that a change in available funds affects OSOS's ability to pay Contractor. A change of available funds as used in this section includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, OSOS will reimburse Contractor for products properly ordered and/or services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, OSOS will have no obligation or liability to Contractor.

14.3 TERMINATION FOR PUBLIC CONVENIENCE. OSOS, for public convenience, may terminate this Contract; *provided, however*, that such termination for public convenience must, in OSOS's judgment, be in the best interest of the State of Washington; *and provided further*, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; *and provided further*, that such termination for public convenience shall not relieve OSOS from payment for products and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, OSOS shall not have any obligation or liability to Contractor.

14.4 EXPIRATION – OSOS's Obligations. Upon expiration of this Contract, OSOS shall accept and take delivery of all outstanding and not yet fulfilled orders and pay Contractor the price as set out in the Contract.

14.5 EXPIRATION OR TERMINATION – Contractor's Obligations. Upon expiration or termination of this Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any products and/or services sold hereunder and all provisions of the Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Contract shall so continue and survive; and (b) promptly return to OSOS all keys, badges, and other materials supplied by OSOS pursuant to this Contract.

14.6 DEFAULT. Any of the following events shall constitute cause for OSOS to declare Contractor in default of this Contract:

(a) Contractor fails to perform or comply with any of the terms or conditions of this Contract;

(b) Contractor breaches any representation or warranty provided herein; or

(c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

14.7 SUSPENSION & TERMINATION FOR DEFAULT. OSOS may suspend Contractor's operations under this Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to OSOS's reasonable satisfaction; Provided, however, that, if after twenty (20) days from such a suspension notice, Contractor remains in default, OSOS may terminate Contractor's rights under this Contract. All of Contractor's obligations to OSOS survive termination of Contractor's rights under this Contract, until such obligations have been fulfilled.

14.8 REMEDIES FOR DEFAULT.

(a)   OSOS's rights to suspend and terminate Contractor's rights under this Contract are in addition to all other available remedies.

(b)   In the event of termination for default, OSOS may exercise any remedy provided by law including, without limitation, the right to procure replacement products and/or services. In such event, Contractor shall be liable to OSOS for damages as authorized by law including, but not limited to, any price difference between the Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

14.9   LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the Parties agree that in no event shall any Party be liable to the other for exemplary or punitive damages; *provided, however*, that nothing contained in this Section will in any way exclude or limit: (a) a Party's liability for all damages arising out of that Party's intentional acts or omissions; (b) the operation of any products and/or services warranty provided in this Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Contract. Any limitation of either Party's obligations under this Contract, by delivery slips or other documentation is void.

14.10   SUSPENSION/TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the Parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to OSOS all products and/or services that are complete (or with approval from OSOS, substantially complete) and OSOS shall inspect, accept, and pay for the same in accordance with this Contract. Unless directed by OSOS to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

15. PUBLIC INFORMATION AND PUBLIC RECORDS DISCLOSURE REQUESTS.

15.1.   WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.

15.2.   CONTRACTOR OBLIGATION. Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to OSOS that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.

15.3.   OSOS'S OBLIGATION. In the event that OSOS receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure, or (b) sensitive, OSOS, prior to disclosure, will do the following: OSOS's Public Records Officer will review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, OSOS will redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where OSOS determines that no

statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, OSOS will notify Contractor, at the address provided in the Contract, of the public records disclosure request and identify the date that OSOS intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining OSOS from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, OSOS will release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

16. **GENERAL PROVISIONS.**

16.1   TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.

16.2   COMPLIANCE WITH LAW. Contractor shall comply with all applicable laws.

16.3   INTEGRATED AGREEMENT. This Contract constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

16.4   AMENDMENT OR MODIFICATION. Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each Party.

16.5   AUTHORITY. Each Party to this Contract, and each individual signing on behalf of each Party, hereby represents and warrants to the other that it has full power and authority to enter into this Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such Party.

16.6   NO AGENCY. The Parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Contract. Neither Party is an agent of the other Party nor authorized to obligate it.

16.7   INDEPENDENT CONTRACTOR. The Parties intend that an independent contractor relationship is created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of OSOS. Contractor shall not have authorization, express or implied, to bind OSOS to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through OSOS or the State of Washington and OSOS and the State of Washington will not pay for or otherwise provide such coverage for Contractor and its employees and agents.

16.8   ASSIGNMENTS. Contractor may not assign its rights under this Contract without OSOS's prior written consent and OSOS may consider any attempted assignment without such consent to be void; *provided, however*, that, if Contractor provides written notice to OSOS within thirty (30) days, Contractor may assign its rights under this Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority

or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Contract notwithstanding any prior assignment of its rights.

16.9 BINDING EFFECT; SUCCESSORS & ASSIGNS. This Contract shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

16.10 ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED PRODUCTS/SERVICES. Contractor irrevocably assigns to OSOS, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any products and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Contract, including, at OSOS's option, the right to control any such litigation on such claim for relief or cause of action.

16.11 FORCE MAJEURE. Except for payment of sums due, neither Party shall be liable to the other or deemed in breach under this Contract if, and to the extent that, such Party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that causes a delay that is beyond the control of the Party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either Party is delayed by force majeure, said Party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other Party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the rights reserved below, the time of completion shall be extended by Contract amendment for a period of time equal to the time that the results or effects of such delay prevented the delayed Party from performing in accordance with this Contract. Notwithstanding any provision to the contrary, in the event that a Contractor-declared force majeure event lasts for more than thirty (30) days, OSOS shall have the right to terminate the Contract and/or purchase the services set forth in this Contract; *provided*, *however*, that in such event, Contractor shall not be liable to OSOS for any price difference for such services.

16.12 FEDERAL FUNDS. To the extent that OSOS uses federal funds to purchase services pursuant to this Contract, OSOS shall specify any applicable requirement or certification that must be satisfied by Contractor as a condition of payment and Contractor shall adhere to such applicable federal requirements and/or certifications.

16.13 SEVERABILITY. If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this Contract are declared to be severable. If such invalidity becomes known or apparent to the Parties, the Parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Contract.

16.14 WAIVER. The failure of either Party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other Party in the event of breach, shall not release the other Party of any of its obligations under this Contract, nor shall any purported oral modification or rescission of this Contract by either Party operate as a waiver of any of the terms hereof. No waiver by either Party of any breach, default, or violation of any term, warranty,

representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

16.15 SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Contract shall survive and remain in effect following the expiration or termination of this Contract; *provided, however*, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

16.16 GOVERNING LAW. The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.

16.17 JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Contract, the Parties agree to submit to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.

16.18 ATTORNEYS' FEES. In the event of litigation or other action brought to enforce the terms of this Contract or alternative dispute process, each Party agrees to bear its own attorneys' fees and costs.

16.19 FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Contract shall be construed as a whole according to their common meaning and not strictly for or against any Party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Contract. Each Party hereto and its counsel has reviewed and revised this Contract and agrees that the rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Contract. Each term and provision of this Contract to be performed by either Party shall be construed to be both a covenant and a condition.

16.20 FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Contract, the Parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.

16.21 EXHIBITS. All exhibits referred to herein   are deemed to be incorporated in this Contract in their entirety.

16.22 CAPTIONS & HEADINGS. The captions and headings in this Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Contract nor the meaning of any provisions hereof.

16.23 ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

16.24   COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Contract at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Contract.

EXECUTED as of the date and year first above written.

OSOS:

STATE OF WASHINGTON
OFFICE OF THE SECRETARY OF STATE

Signed by:

Kevin D. McMahan

C85209063641431...

Kevin D. McMahan

By: _____

Its: _____
        Assistant Secretary of State

8/7/2025

CONTRACTOR:
PROMPT.IO INC.,
A DELAWARE CORPORATION

,

DocuSigned by:

Farz Sokhansanj

8231BD88E11F405...

Farz Sokhansanj

By: _____

Its: _____
        President

8/6/2025

Initial   DS   Initial

kB   SA   Sk

EXHIBIT A

STATEMENT OF WORK

[ATTACHED]

EXHIBIT B

PROJECT COST

This is a firm, fixed fee contract. Subject to the provisions set forth in *Exhibit A – Statement of Work*, Contractor's compensation for its successful performance of the work set forth in Exhibit A - Statement of Work will be a flat annual not-to-exceed fee of Seventy-five Thousand and no/100 Dollars ($75,000.00) over the five-year term of the Contract, for a total not-to-exceed Contract value of Three Hundred Seventy-five Thousand and no/100 Dollars ($375,000.00).

EXHIBIT C

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:

   a. COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than $2,000,000 per occurrence and $4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.

   b. WORKERS' COMPENSATION INSURANCE. Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.

   c. EMPLOYER'S LIABILITY (STOP GAP) INSURANCE. Employer's liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than $1,000,000 each accident for bodily injury by accident, $1,000,000 each employee for bodily injury by disease, and $1,000,000 bodily injury by disease policy limit.

   d. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE. Commercial automobile liability insurance covering the ownership, maintenance, and/or use of all owned/leased, non-owned, and hired vehicles used in the performance of the Contract, with limits of not less than $1,000,000 per accident, combined single limit for bodily injury and property damage liability. Coverage shall be provided on Insurance Services Office (ISO) form number CA 0001 or an equivalent. The required limits can be satisfied by any combination of primary, umbrella, or excess policy.

   e. PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) INSURANCE *[IF APPLICABLE]*. Professional liability (errors & omissions) insurance appropriate to the Contractor's profession, with limits no less than $2,000,000 per occurrence or claim, $4,000,000 in the aggregate.

   The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's

Insurance Rating. EWSHS reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

3. **ADDITIONAL INSURED**. Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and the Office of the Secretary of State (OSOS) (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE**. Prior to execution of the Contract, Contractor shall furnish to OSOS, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to OSOS that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) days prior to coverage expiration, Contractor shall furnish to OSOS an updated or renewed certificate of insurance, satisfactory to OSOS, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract**. All certificates of Insurance and any related insurance documents shall be delivered to OSOS by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as OSOS may specify in writing:

US MAIL:

Contract Insurance Certificate
Contract No. S-8570
Attn: Contracts
Office of the Secretary of State
Operations Division
PO Box 40224
Olympia, WA 98504-0224

EMAIL:

Send to: **CONTRACTS@SOS.WA.GOV**
Subject Line: Contract Insurance Certificate
Contract No. S-8570

5. **PRIMARY COVERAGE**. Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS**. Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

7. **WAIVER OF SUBROGATION**. Contractor waives all rights of subrogation against the State of Washington and OSOS for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.

8. **NOTICE OF CHANGE OR CANCELLATION**. There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to OSOS. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.

9. **EXTENDED REPORTING PERIOD**. If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.

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EXHIBIT A

STATEMENT OF WORK

Election Text Messaging System

BACKGROUND AND NEED

The Washington State Office of the Secretary of State (OSOS) maintains a centralized voter registration and election management system, VoteWA, which has limited and outdated capabilities for voter text notifications. The current interface lacks adequate vendor support, does not allow interactive communication (such as replying or submitting forms via text), and is not suited for expansion or real-time voter engagement.

OSOS has statutory obligations to notify voters via text message in certain circumstances and seeks to expand this capability to improve overall communication with voters and election officials. The Elections Division lacks the internal capacity to implement and manage a modern, scalable, secure, and responsive text messaging system. Therefore, this Statement of Work establishes a contract with Prompt.io Inc ("Contractor") to provide staff augmentation and a modern messaging platform that supports timely, accurate, accessible, and secure election-related communication.

This Statement of Work (SOW) details the work to be performed by Prompt.io Inc ("Contractor") under Contract No. S-8570, to which this SOW is attached and is a material part of, such work to be performed in accordance with the requirements and understandings set forth in *Attachment A – Service Level Agreement*, and *Attachment B – Prompt.io Terms of Service*, both of which are incorporated into this SOW by this reference. In the event of a conflict between the provisions of either the Contract, this SOW and/or *Attachment A – Service Level Agreement*, on the one hand, and the provisions of *Attachment B – Prompt.io Terms of Service*, on the other, the provisions of the Contract, SOW and *Attachment A – Service Level Agreement* shall control. Capitalized terms used but not defined in this SOW shall have the meanings ascribed to them in the Contract.

PROJECT DESCRIPTION

As described in greater detail below, Contractor will augment the OSOS Elections Division's communication capabilities by implementing and supporting an interactive, secure, and fully developed text messaging platform (referred to hereinafter as the "Project").

The system will be integrated with VoteWA and designed to fulfill legal notification requirements, while offering enhanced functionality and support, including:

Interactive voter responses, including secure submission of signatures or identification, when authorized by statute.

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- Integration with VoteWA for real-time status updates and campaign automation.
- Scalable infrastructure to manage statewide campaigns and high-volume messaging.
- Accessibility and language support for texting recipients to meet compliance standards (WCAG[1] 2.1 AA). Accessibility and language support does not extend to the user browser based client.
- Secure identity verification for voter interactions.
- Help Desk and issue tracking support will be available during business hours (Monday through Friday, 8 a.m. PST to 5 p.m. PST).
- Help desk and tracking support provided outside of business hours during Key Election Periods[2].
- Ongoing support, monitoring, and coordination with OSOS for testing, security review, and system performance.

The Contractor will provide regular status updates, maintain stable releases of third-party extensions, document all systems and protocols, and support OSOS security reviews. The platform will allow automated code releases, and data must be secured in compliance with the National Institute of Standards and Technology[3] (NIST) Special Publication 800 NIST SP 800-171r3[2], Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations, and meet current and future needs for voter communication.

PROJECT SCHEDULE AND MILESTONES

The Contractor will start work upon execution of the Contract by the Parties.

All activities outlined in this SOW are scheduled to be completed no later than the listed target dates, unless extended by mutual written agreement and subject to available funding.

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[1] Web Content Accessibility Guidelines (WCAG). It is a set of accessibility principles that guide the development of accessible websites, mobile apps, documents, video, and other forms of electronic media. https://www.ada.gov/resources/web-guidance/#res

[2] For purposes of this SOW, "Key Election Period" means the period of time that runs from the date that is ninety (90) days' prior to Election Day through the date on which the elections results are certified. The official 2026 election dates and deadlines, once posted, are accessible at https://www.sos.wa.gov/elections/elections-calendar/dates-and-deadlines. For reference, use the WA State OSOS Elections Calendar located here https://www.sos.wa.gov/elections/calendar/month.

[3] NIST SP 800-171 Rev. 3. Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations. The protection of Controlled Unclassified Information (CUI) is of paramount importance to federal agencies and can directly impact the ability of the Federal Government to successfully conduct its essential missions and functions. https://csrc.nist.gov/pubs/sp/800/171/r3/final

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Key milestones include:

Milestone	Description	Target Date
Project Kickoff	Initial planning and coordination meeting with the OSOS project team.	Within five (5) business days of contract execution.
Requirements Validation	Review of technical, security, integration, and operations requirements with the OSOS team and/or stakeholders.	Within 4 weeks of project kickoff.
Initial Integration Setup	VoteWA system integration setup and preliminary configuration.	Within 90 days of project kickoff.
Solution Customization and Testing	Implement minor customizations; perform internal testing and security code reviews.	Within 120 days of project kickoff.
OSOS User Acceptance Testing (UAT)	Conduct IAT with the OSOS subject matter experts.	Upon completion of internal testing.
Production Deployment	Deploy the Solution in the live environment after approval from the OSOS.	Upon successful UAT.
Key Election Readiness Review	Verify all systems are ready and supported for the election period.	60 days before any key election periods[3].
Ongoing Support and Monitoring	Continual operations, support, and issue resolution.	Through June 30, 2030

Any adjustments to the schedule or deliverables will require approval from OSOS.

CONTRACTOR RESOURCES

Contractor has identified the following resources for this Project (the "Contractor Resources"):

- **CEO/Management:** Phil Gordon
- **Implementation and Integration Engineer:** Dan Tramte
- **VP Customer Success:** Jessica Sharp
- **Customer Support:** Jeremy Gill

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[3] For reference, use the WA State OSOS Elections Calendar located here https://www.sos.wa.gov/elections/calendar/month.

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- **Onboarding and Account Management:** Stacia Yim
- **QA/Testing:** Rayma Ranganathan
- **Engineering:** Scott Fortin

Contractor will be solely responsible for the execution and delivery of the services outlined in this SOW. The Prompt.io texting platform will be licensed by Prompt.io directly to the OSOS Elections Division. All text messaging shortcode hosting will be managed through Bandwidth.com[4], Contractor's upstream telephony partner. Computing infrastructure and services will be securely hosted on Amazon Web Services[5] (AWS).

The duties and responsibilities of the Contractor Resources include, but are not limited to, the following:

- **Implementation and Support**
    - License to OSOS a text messaging solution capable of sending messages to Washington State registered voters.
    - Provide integration support with OSOS's existing voter outreach systems, including, but not limited to, VoteWA.
    - Ensure reliable, timely delivery of election-related messages to recipients, including contingency planning for high-volume messaging periods.

- **Security and Compliance**
    - Contractor is a data processor and Software As A Service provider to OSOS. As the sender of the text messages and controller of the voter data, OSOS Elections Division is responsible for compliance with all applicable federal and state laws and regulations related to voter privacy and text messaging, for example, the Telephone Consumer Protection Act[6] (TCPA), and Washington State data protection laws.

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[4] Bandwith.com. It is an enterprise communications platform with voice, messaging, and emergency APIs for companies' communications stack. https://www.bandwidth.com/

[5] Amazon Web Services (AWS). It is a Cloud Computing platform provided by Amazon. https://aws.amazon.com/free/?trk=451d4356-1886-42f9-a1ae-08f8cfa1bc0b&sc_channel=ps&s_kwcid=AL!4422!10!71124894195019!!!!71125421784634!!482510754!1137995536055857&ef_id=3740dee85ec9140b87d5b6bdfeafb725:G:s&msclkid=3740dee85ec9140b87d5b6bdfeafb725&all-free-tier.sort-by=item.additionalFields.SortRank&all-free-tier.sort-order=asc&awsf.Free%20Tier%20Types=*all&awsf.Free%20Tier%20Categories=*all

[6] Telephone Consumer Protection Act (TCPA). It is a law that prohibits, among other things, telemarketers, banks, debt collectors, and other companies from using an automatic telephone dialing system (ATDS) to call consumers on a cell phone without their consent. The intended purpose of the TCPA was to ban all automated or prerecorded calls except when the receiving party consents to receiving the call or when the

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- o Implement safeguards to protect personal data from unauthorized access or disclosure.
- o Coordinate with OSOS technical teams to ensure system integration, secure data handling, and compliance with applicable standards.
- **Campaign Management and Scheduling**
  - o OSOS is solely responsible for campaign management, content development and approval, message deployment and scheduling.
- **Performance Monitoring and Reporting**
  - o Monitor the performance and delivery rates of messaging campaigns and provide detailed analytics and reports to OSOS.
  - o Identify and resolve delivery issues or delays promptly.
  - o Conduct weekly check-in calls with OSOS to review platform usage, address issues, and plan upcoming campaigns.
  - o Provide real-time usage monitoring during time-sensitive texting windows to ensure prompt resolution of issues.
- **Testing and Quality Assurance**
  - o Conduct system testing and quality assurance before campaign launches to verify accuracy, functionality, and message delivery.
  - o Ensure the final message output is free of errors and formatted according to OSOS specifications.
  - o Implement an automated notification process to alert OSOS whenever an application or update is moved into the testing environment. The notification must include, at a minimum:
    - ▪ Summary of changes or features included.
    - ▪ Any required test instructions or known limitations.
    - ▪ Resolution notes for previously reported issues, when applicable.
  - o Incorporate OSOS-provided test data to validate functionality.
- **Technical Support and Maintenance**
  - o Provide technical support and maintenance throughout the contract.
  - o Provide and manage the necessary environments to support development, testing, and deployment, including but not limited to development, beta, UAT, and production.
    - ▪ Beta environment will serve as a staging area for security patches and new functionality before promotion to production.

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call is made for emergency purposes. https://www.compliancepoint.com/articles/beginners-guide-to-the-tcpa/

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- Security updates: prepare to promote from beta to production in seven (7) weekdays or fewer, as determined by severity and in coordination with OSOS Information Security and Risk (ISR) team.
- Functionality updates: prepare to follow the standard UAT and production deployment schedule.
    - Updates must be fully tested and approved by OSOS before production deployment.
    - Provide timely resolution of service disruptions or technical issues.
    - Offer ongoing updates, patches, or system improvements as needed to ensure optimal performance and security.

- **Collaboration and Communication**
    - Serve as the primary point of contact for ongoing support and coordination with Contractor's team, including requests for new features or integrations.
    - Maintain consistent and proactive support presence throughout the contract term to ensure the success of Washington's election-related text messaging program.
    - Work closely with OSOS project manager(s), IT staff, and communications teams to ensure alignment with program goals and timelines.
    - Participate in regular weekly status meetings, planning sessions, and post-campaign reviews as requested by OSOS.
- **Training and Knowledge Transfer**
    - Mentor OSOS staff or recommend suitable training materials tailored to their specific roles within the solution.
    - Support onboarding and implementation activities in coordination with OSOS staff.
- **Documentation**
    - Provide user documentation, process guides, and, if applicable, training to OSOS staff on how to use, monitor, or manage the messaging system.

PROJECT COSTS

The maximum fee per year and total maximum value will cover the full scope of services necessary to meet the objectives in this SOW, including but not limited to:

- Full platform licensing, hosting, and integration costs.
- CI/CI pipelines setup and environment maintenance.
- Security tooling, including patches.
- Hosting and use of one dedicated texting Short Code.
- Up to 500,000 SMS or MMS messages annually (inbound and outbound).

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- Named Senior Account Manager.
- All on-call support services.
- API and webhook integration when required.
- Ongoing engineering maintenance and platform support.
- Staffing and help desk support.
- Monitoring, maintenance, and minor customization.
- Data ingestion.
- Data storage.
- Multi-language support including English, Spanish, Vietnamese, Chinese, Korean, Somali, and Russian text recipients.
- Issue and response tracking.

SCOPE FLEXIBILITY AND APPROVALS

Work beyond the defined scope, such as major feature enhancements, significant integrations, or substantial customization, may be subject to additional fees and/or funding arrangements, will in all cases require prior written approval from OSOS, and shall be effectuated by a formal written amendment to this SOW signed by each of the Parties.

CHANGES TO CONTRACTOR RESOURCES

Contractor will not substitute, add to, or replace the Contractor Resources identified herein without the prior written approval of OSOS, which OSOS may withhold in its reasonable discretion. Based on its review of Contractor's proposed substitute, additional, or replacement resources, OSOS may negotiate an adjustment to the annual not-to-exceed fee payable to Contractor.

CONFIDENTIALITY AND NON-DISCLOSURE OBLIGATIONS

From time to time, OSOS may disclose Confidential Information (as hereinafter defined) to Contractor for purposes of the Project. Contractor will limit disclosure of any such Confidential Information only to trusted personnel of Contractor who need to know such Confidential Information for purposes of the Project, who have previously signed a Confidentiality and Non-Disclosure Agreement with OSOS.

Contractor agrees to use Confidential Information solely in connection with the Project and not for any other purpose without the prior written consent of OSOS.

Contractor must notify OSOS within one (1) business day upon discovering any unauthorized disclosure of Confidential Information by the Contractor or any of its employees, contractors, agents, or representatives.

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"Confidential Information" means any Project plans, data, or information provided by OSOS about the Project and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, and information related to OSOS's network infrastructure, systems, configurations, standards, sensitive data and security practices, including, but not limited to: (i) any information technology security, Project plans, or sensitive data; (ii) testing results and updates; and (iii) any other information that should reasonably be recognized as confidential information of OSOS.

Confidential Information does not include information which: (i) was known by Contractor prior to receiving the Confidential Information from OSOS; (ii) becomes rightfully known to Contractor from a third-party source not known (after diligent inquiry) by Contractor to be under an obligation to OSOS to maintain confidentiality; (iii) is or becomes publicly available through no fault of or failure to act by Contractor; (iv) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation; or (v) is or has been independently known by employees, consultants or agents of Contractor without violation of these confidentiality obligations or reference or access to any Confidential Information.

In the event that Contractor is compelled to disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, Contractor shall promptly notify OSOS in writing of such demand for disclosure so that OSOS may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Contractor will not oppose and shall cooperate with efforts by OSOS with respect to any such request for a protective order or other relief.

These confidentiality obligations shall continue until Contractor has been notified by OSOS that Contractor is released from its obligations to maintain confidentiality of the Confidential Information, or for two (2) years from the date the Confidential Information was received by Contractor, whichever is earlier. These obligations shall survive the expiration or earlier termination of Contractor's engagement with OSOS.

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SERVICE LEVEL AGREEMENT

Election Text Messaging System

1. PURPOSE

This Service Level Agreement ("SLA") defines expectations, services, performance metrics, and responsibilities agreed upon between the Washington State Office of the Secretary of State ("OSOS") and Prompt.io Inc ("Contractor") for the delivery, support, and ongoing operation of a secure, scalable, and interactive election text messaging platform integrated with VoteWA pursuant to Contract No. S-8570 and in accordance with the statement of work attached thereto as *Exhibit A – Statement of Work*, to which this SLA is attached and incorporated into by this reference. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Contract and/or *Exhibit A – Statement of Work*

2. SCOPE OF SERVICES

Contractor will license, for OSOS use, a modern, secure, fully integrated text messaging platform to support election-related communications. The platform will be designed to meet OSOS statutory and operational requirements and will include the following capabilities:

2.1. Deployment and maintenance of a full-featured text messaging platform system utilizing OSOS-owned shortcode for sending SMS and MMS messages.

2.2. Comprehensive system documentation, training resources, and ongoing technical support.

2.3. Secure integration with VoteWA via API/webhook for:

    2.3.1. Message triggers based on system events, including but not limited to:

    2.3.2. Ballot received

    2.3.3. Ballot accepted

    2.3.4. Ballot challenged

2.4. Notifications of failed message delivery.

2.5. Voter responses through embedded links or direct SMS, including secure submission of identification when authorized.

2.6. Language support for voter messaging:

    2.6.1. Required languages:

        2.6.1.1.   English

        2.6.1.2.   Spanish

        2.6.1.3.   Vietnamese

        2.6.1.4.   Chinese

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> **2.6.2.** Optional languages:
>> 2.6.2.1.   Korean
>> 2.6.2.2.   Somali
>> 2.6.2.3.   Russian
>
> **2.7.** Development or integration of accessible mobile or web-based response forms, compliant with WCAG[1] 2.1 AA standards.
>
> **2.8.** Adherence to Washington State OCIO security and privacy requirements, including secure data handling and retention-compliant message archiving.

3.   PERFORMANCE METRIX AND AVAILABILITY

The Contractor agrees to meet or exceed the following service performance standards:

3.1. Availability

Period	Response Time	Availability
Key Election Period[2] (from 90 days pre-election through certification)	≤ 1 hour for any issue	24x7x365
Off-Peak (Non-Election)	≤ 1 hour during business hours	Business Hours (Monday through Friday, 8:00 a.m. PST – 5:00 p.m. PST)

3.2. Uptime and Downtime
> **3.2.1.** System Uptime: 99.9% monthly uptime, excluding scheduled maintenance.
>
> **3.2.2.** Notification of Downtime: Contractor must notify OSOS immediately and no later than within thirty (30) minutes of any critical outage.

3.3. SSM and MMS Delivery Time and Failures
> **3.3.1.** Messages transmitted to Contractor in near-real time, ideally within a few minutes.
>
> **3.3.2.** Failure statuses logged and forwarded to VoteWA via webhook.

3.4. Incident Response

Severity	Description	Response Time	Resolution Time

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[1] Web Content Accessibility Guidelines (WCAG). It is a set of accessibility principles that guide the development of accessible websites, mobile apps, documents, video, and other forms of electronic media. https://www.ada.gov/resources/web-guidance/#res

[2] As of June 20, 2025, the OSOS has not yet posted the official 2026 election dates and deadlines. However, both current and future updates can be accessed here https://www.sos.wa.gov/elections/elections-calendar/dates-and-deadlines. For reference, use the WA State OSOS Elections Calendar located here https://www.sos.wa.gov/elections/calendar/month.

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Critical	System-wide outage or high-risk data issue.	30 minutes or less	4 hours
High	Major functionality loss with workaround.	2 hours	1 business day
Medium	Partial loss of non-critical functionality.	4 hours	3 business days
Low	Minor issue or enhancement request.	1 business day	Next scheduled release

4. **MAINTENANCE AND UPDATES**
    4.1. Security Updates must be deployed within seven (7) business days of their release, unless an alternative deployment schedule is approved in writing by OSOS.
    4.2. Functional Updates must adhere to the established User Acceptance Testing (UAT) and production deployment schedule as defined and approved by OSOS.
    4.3. The Contractor shall provide and maintain all necessary environments to support the full development lifecycle, including development, beta, UAT, and production.
    4.4. The Contractor shall provide advance notice to OSOS for any updates promoted to the beta environment, including at a minimum:
        4.4.1. A summary of changes and new features
        4.4.2. Applicable testing instructions
        4.4.3. Any known issues or limitations

5. **MONITORING, REPORTING, AND COMMUNICATION**
    5.1. The Contractor shall participate in weekly check-in meetings with OSOS to review platform usage, discuss ongoing or potential issues, and plan upcoming activities.
    5.2. The Contractor shall make available detailed analytics for each campaign, including:
        5.2.1. Delivery performance metrics.
        5.2.2. Tracking of any message delivery issue resolution.
    5.3. The Contractor shall actively monitor the platform during all active messaging campaigns and key texting periods to ensure system stability and prompt resolution of any issues.
    5.4. The Contractor shall make available to OSOS detailed reports that include, at a minimum:
        5.4.1. Key SLA performance indicators
        5.4.2. Help desk ticket resolution summaries
        5.4.3. Any trends or recurring issues affecting system performance
        5.4.4. Uptime and downtime incidents
        5.4.5. Message volume and delivery success rate
        5.4.6. Failed delivery counts with associated case date
        5.4.7. Click-through and submission rate for response links

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5.4.8. System performance metrics during high-volume or surge periods

5.5. The Contractor shall integrate with OSOS' Data Dog monitoring environment to support real-time visibility into system performance and reliability.

DELIVERABLE ACCEPTANCE AND PAYMENT TERMS

5.6. Payment is contingent upon continued access and system availability as defined in Section 4.1 "Availability".

5.7. The Contractor shall submit an itemized invoice to OSOS in arrears, unless otherwise agreed in writing.

5.7.1. Invoices shall be submitted once per month, no later than the 25th of each month, unless otherwise agreed upon.

5.8. OSOS shall not be obligated to pay for any incomplete deliverables, non-compliant with contract requirements, or formally rejected due to failure to meet the agreed-upon specifications, quality standards, or acceptance criteria.

6. PENALTIES FOR NON-COMPLIANCE

6.1. The Contractor must immediately report any downtime or delivery failures that result in missed or undelivered messages.

6.2. If the Solution experiences more than fifty percent (50%) cumulative downtime[3] during any Key Election Period, the Contractor shall be subject to a penalty of one thousand dollars ($1,000) per hour of downtime exceeding the 50% threshold. Notwithstanding the foregoing, circumstances outside of Contractor's control that create downtime shall not be included as downtime, including issues with any third-party integrations, failure or material degradation of OSOS systems, upstream issues with CPAAS providers, intermediaries, carriers and any force majeure.

6.3. Penalties will be calculated and assessed after the conclusion of each Key Election Period. OSOS may deduct these penalties from future payments or enforce them through other contractual remedies.

6.4. If Contractor fails to meet agreed-upon system uptime requirements of response time service levels, OSOS reserves the right to impose additional penalties. Such penalties may include, but are not limited to, service credits, withholding payment, or other remedies defined in the contract.

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[3] *Downtime* is defined as any period during which the system is inaccessible to authorized users or is unable to perform core functionalities as defined in the Statement of Work (SOW), including but not limited to message sending, integration triggers, and response capture.

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6.5. Repeated or material breaches of service level commitments may result in further corrective actions, including performance-based deductions or contract termination, at OSOS's sole discretion.

7. SECURITY AND COMPLIANCE

7.1. The Contractor shall comply with all applicable Washington State cybersecurity and privacy requirements, including the standards issued by the Office of the Chief Information Officer (OCIO) and the Office of Cybersecurity (OCIA).

7.2. The Contractor shall enforce encryption for all data in transit and at rest using industry-standard protocols, for example, TLS 1.2+ and AES-256.

7.3. All voter data, response records, and system logs must be retained according to OSOS retention policies, which may range from sixty (60) days to twenty-two (22) months, depending on data classification and applicable legal or regulatory requirements.

7.4. Upon request, the Contractor shall provide security documentation, including architecture diagrams, incident response procedures, audit logs, penetration test summaries, and evidence of vulnerability scans, or shall grant OSOS access to the system required to conduct internal or third-party audits.

7.5. Any security incidents, data breaches, or unauthorized access events involving OSOS data or infrastructure must be reported to OSOS within one (1) business day of discovery, along with a description of the incident, scope, and remediation plan.

8. CHANGE MANAGEMENT AND TRANSITION

8.1. The Contractor shall coordinate with OSOS in advance of any proposed platform changes, including system upgrades, feature deployments, or configuration modifications that may affect message delivery, system performance, user access, or compliance.

8.2. Changes must follow OSOS's standard UAT (User Acceptance Testing) and production deployment schedule. All updates must be tested, documented, and approved by OSOS prior to release into the production environment.

8.3. The Contractor shall maintain separate environments for development, beta, UAT, and production. Beta environments shall be used for staging code and testing new functionality or patches before promotion to production.

8.4. In the event of contract expiration, non-renewal, or termination, the Contractor shall cooperate with OSOS to ensure an orderly transition. This includes the secure return or destruction of all OSOS data, deactivation of access credentials, and support for the migration of services to a new platform or provider.

8.5. The Contractor shall provide a written Transition and Exit Plan within ninety (90) days of contract execution and update it annually or upon request by OSOS.

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9. **REVIEW AND GOVERNANCE**
   9.1. OSOS and the Contractor shall participate in regularly scheduled governance meetings to monitor progress, review service levels, address performance concerns, and plan upcoming messaging initiatives.
     9.1.1. At a minimum, these governance reviews shall occur quarterly, or more frequently during election periods or at OSOS' discretion.
   9.2. OSOS reserves the right to conduct annual or ad hoc performance reviews of the Contractor's services. Such reviews may include service level compliance, message delivery accuracy, integration effectiveness, and end-user satisfaction.
   9.3. Any issues identified during reviews shall be documented in a Corrective Action Plan, jointly developed by OSOS and the Contractor, with defined responsibilities and timelines for resolution.

10. **EFFECTIVE DATE AND TERM**
   10.1. This Service Level Agreement shall become effective upon execution of the Contract and shall remain in effect for the full term of the Contract unless extended or terminated earlier in writing by mutual agreement.
   10.2. All obligations, performance requirements, and service standards described in this Agreement shall be in force throughout the entire term.
   10.3. Any amendments to this Agreement must be made in writing and signed by authorized representatives of both parties.
   10.4. OSOS may review and update this SLA annually or as needed to reflect operational, legal, or regulatory changes.
   10.5. The Contractor must comply with all terms, conditions, and service obligations under this Agreement for the entire duration of the Contract, including all contract years.

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ATTACHMENT B

PROMPT.IO

Terms of
Service

These terms and conditions apply to you and your access to and use of services from Prompt.io Inc., whether purchased directly through Prompt.io or via Reseller.

Prompt.io General Terms and Conditions

EFFECTIVE AS OF JANUARY 6, 2023

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY and make sure you understand each provision as they contain important information about the services provided to you and Prompt.io's use of certain information. These Terms and Conditions require the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions. These Terms and Conditions limit Prompt.io's liability and the remedies available to you in the event of a dispute.

These terms and conditions ("**Agreement**" or "**Terms**") apply to you ("**you**", "**your**" or "**Subscriber**") and your access to and use of services from Prompt.io Inc. ("**us**", "**our**" or "**Prompt.io**"), whether purchased directly through Prompt.io or via a Reseller. By entering into an Order Form (or Reseller Agreement) and using the Prompt.io Services, you accept and are bound by these Terms . If you are

using the Prompt.io Services on behalf of an organization, you are agreeing to these Terms for that organization and representing to Prompt.io that you have the authority to bind that organization to these Terms (and, in which case, the terms "you" and "your" or "Subscriber" will refer to that organization).

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MAY NOT ACCESS OR USE THE PROMPT.IO SERVICES.

1. DEFINITIONS

(a) "**Applicable Laws**" means any law, regulation, rule, policy, or order, of any government authority applicable to Subscriber, its business or users, or the subject matter of this Agreement, including but not limited to the United States (and, if applicable, foreign) statutes and any corresponding regulations concerning the Telephone Consumer Protection Act ("**TCPA**"), Telemarketing Sales Rule ("**TSR**"), the Telephone Consumer Fraud & Abuse Prevention Act, the CAN-SPAM Act, the Children's Online Privacy Protection Act, the California Consumer Privacy Act of 2018 ("**CCPA**"), Canada's Anti-Spam Legislation and the European Economic Area's ("**EEA**") General Data Protection Regulation ("**GDPR**"), and all other applicable laws concerning calling, texting, and marketing to individuals and processing their information.

(b) "**Application**" means the websites or software applications developed by Subscriber or on Subscriber's behalf that can be used with the Prompt.io Services via the APIs.

(c) "**Authorized User**" means Subscriber's employees or agents, including Reseller where applicable, that Subscriber designates as authorized to use the Prompt.io Services solely for the benefit of the Subscriber in accordance with this Agreement

(d) "**Inappropriate Content**" means Subscriber Data that (i) violates Applicable Law, or (ii) violates any applicable self-regulatory codes or guidance including those of the Cellular Telecommunications Industry Association (CTIA).

(e) "**Order Form**" means any web form, statement of work, order form, or service-specific document (including an agreement between Reseller and

Prompt.io) that sets forth terms related to Subscriber's access to the Prompt.io Services.

(f) "**Prompt.io Services**" means the Prompt.io™ cloud-based messaging platforms, which include some or all of the following: PromptMessaging (P2P and full suite), automation via APIs, PromptExchanges and PromptExchange builder for creating custom applications, real-time data sync via APIs, agent tools, analytics, Prompt.io's proprietary application programming interfaces (including any modifications, enhancements and derivatives thereof) ("**APIs**") and any technical data, specifications, documentation and other materials (including user manuals, on-line help files, etc.) ("**API Materials**"). "**Prompt.io Services**" includes by reference the Third Party APIs and Services that Subscriber has been granted permission to access.

(g) "**Reseller**" means any entity other than Prompt.io that sold you any Prompt.io Services consistent with and subject to a license and authority from Prompt.io.

(h) "**Reseller Agreement**" means the separate agreement between you and Reseller regarding the Prompt.io Services, pursuant to which you agree to be bound to these Terms in using the Services. The Reseller Agreement is independent of and outside the scope of this Agreement.

(i) "**Subscriber Data**" means the data made available by you to Prompt.io including, but not limited to, content of communications.

(j) "**TCPA**" means the Telephone Consumer Protection Act of 1991, as amended (47 C.F.R. §227), and its implementing regulations promulgated and administered by the Federal Communications Commission.

(k) "**TSR**" the Telemarketing Sales Rule contained in 16 Code of Federal Regulations Part 310 implemented and administered by the Federal Trade Commission.

(l) "**Third Party APIs and Services**" means any application programming interfaces and services provided by third parties to Prompt.io and used by Prompt.io in connection with the provision of the Prompt.io Services to you.

(m) "**Third Party Service Provider**" means a third party licensor of Prompt.io who operates any of the Third Party APIs and Services.

2. USE OF PROMPT.IO SERVICES

(a)   Use of Prompt.io Services. For the duration of the Term, Prompt.io grants you a limited, non-exclusive, non-sublicensable and non-transferable (except as permitted in Section 13(e)) license to use and permit the Authorized Users to use the Prompt.io Services as set forth in the Order Form in connection with your business operations, subject to these Terms. You will not have any rights to the Prompt.io Services except as expressly granted in this Agreement. Your use of the APIs may only be in accordance with the API Materials and solely for the purposes of: (i) developing, testing and deploying the Application; and (ii) providing Subscriber Data to Prompt.io for use by Prompt.io in accordance with these Terms. Subscriber agrees that the form and nature of the APIs may change without prior written notice and that future versions of the APIs may be incompatible with the Application developed using a previous version of the APIs.

(b) Use Restrictions. You agree not to (and to not permit any of your directors, officers, employees, agents or contractors to) (i) license, sublicense, sell, resell, transfer, assign, distribute, lease, loan or otherwise commercially exploit the Prompt.io Services; (ii) modify, translate or make derivative works based upon the Prompt.io Services; (iii) copy, frame or mirror any part or content of the Prompt.io Services, other than copying or framing on your own intranets or otherwise for your own internal business purposes; (iv) cause harm to the operation of the Prompt.io Services; (v) reverse engineer, decompile or disassemble any or all of Prompt.io Services; (vi) use the Prompt.io Services for any purpose other than to support your business operations; (vii) attempt to use the Prompt.io Services to access or allow access to emergency services; (viii) permit use of, or access to, the Prompt.io Services to anyone that does not qualify as an Authorized User; (ix) attempt to defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Prompt.io Services, (x) make or permit any use of the Prompt.io Services in any way in violation of the TCPA or the TSR or other Applicable Laws.

(c) Authorized and Unauthorized Use. You will use the Prompt.io Services in accordance with the Prompt.io Acceptable Use Policy ((https://www.prompt.io/acceptable-use) (which is incorporated herein by reference), will use reasonable efforts to prevent and promptly terminate any unauthorized use of the Prompt.io Services, immediately notify Prompt.io of any unauthorized or potential unauthorized use that comes to your attention and cooperate and assist with any actions taken by Prompt.io to prevent or terminate unauthorized use. Prompt.io is not responsible for the conduct of any end users of the Prompt.io Services (whether or not you authorized them) or the content of any communications between you and any end users. You will immediately report to Prompt.io any violations of these Terms that arise out of the actions of any end user.

(d) Subscriber Data. Subject to these Terms, you hereby grant Prompt.io, the Third Party Services Providers and each of their affiliates and contractors a non-exclusive, worldwide right and license to use the Subscriber Data (i) in connection with providing the Prompt.io Services; and (ii) to understand and analyze the usage trends and preferences of users to improve the Prompt.io Services, and to develop new products, services, features, and functionality. You acknowledge and agree that Prompt.io may access or disclose Subscriber Data, including content of communications, if: (a) Prompt.io believes that disclosure is reasonably necessary to comply with any Applicable Law, legal process or government request, (b) to enforce our agreements and policies; (c) to protect the security or integrity of the Prompt.io Services; (d) to protect Prompt.io or other customers, or the public, from harm or illegal activities; (e) to respond to an emergency which Prompt.io believes in good faith requires Prompt.io to disclose data to assist in preventing a death or serious bodily injury; or (f) to comply with the GDPR, the CCPA or other applicable data privacy legislation. As between you and Prompt.io, you are solely and exclusively responsible for the content of communications exchanged using the Prompt.io Services among Subscriber, Authorized Users and any third parties with which you or they communicate, including the content of all messages sent to the foregoing Users or third parties, the selection of the recipients of those messages, the procurement from the recipient of all applicable required prior consents to send such messages which consents must, among other things, satisfy all applicable requirements of

the TCPA and TSR), and the manner, time and means of delivery of such messages.

3. FEES AND PAYMENT

(a) Orders via Reseller. If you order any of the Prompt.io Services from a Reseller: (a) Section 12 (Reseller Orders) of this Agreement will apply in respect of such Services; and (b) the remaining terms of this Section 3 (Fees and Payment) will not apply in respect of such Services.

(b) Fees. The fees applicable to Subscriber's access to, and use of, the Prompt.io Services will be set forth in one or more Order Forms.

(c) Taxes. Other than net income taxes imposed on Prompt.io, Subscriber will bear all taxes, duties, and other governmental charges (collectively, "**taxes**") resulting from Subscriber's purchase of the Prompt.io Services subject to this Agreement. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received by Prompt.io after all such taxes are paid are equal to the amounts that Prompt.io would have been entitled to in accordance with this Agreement as if the taxes did not exist. The fees payable to Prompt.io under this Agreement do not include any taxes or other amounts assessed by or imposed by any governmental authority.

(d)   Invoicing and Payment. Subscriber will pay Prompt.io the fees set forth in the Order Form(s) and any other amounts owing under this Agreement, plus any applicable sales, use, excise, value added or other taxes. All amounts payable will be denominated in U.S. dollars and Subscriber will make all payments in U.S. dollars. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by Prompt.io to collect any amount that is not paid when due. Amounts due from Subscriber under this Agreement may not be withheld or offset by Subscriber against amounts due to Subscriber for any reason.

WARRANTIES

(a)   "As Is" Services. THE PROMPT.IO SERVICES ARE PROVIDED "AS IS" TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE EXTENT THIS DISCLAIMER CONFLICTS WITH APPLICABLE LAW, THE SCOPE AND DURATION OF ANY APPLICABLE WARRANTY WILL BE THE MINIMUM PERMITTED UNDER THAT LAW.

(b) Disclaimer. PROMPT.IO AND THE THIRD PARTY SERVICE PROVIDERS MAKE NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER IN CONNECTION WITH THE PROMPT.IO SERVICES. PROMPT.IO AND THE THIRD PARTY SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. PROMPT.IO DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PROMPT.IO SERVICES. PROMPT.IO AND THE THIRD PARTY SERVICE PROVIDERS DO NOT WARRANT THAT THE PROMPT.IO SERVICES ARE ERROR-FREE OR THAT OPERATION OF THE PROMPT.IO SERVICES WILL BE SECURE OR UNINTERRUPTED. PROMPT.IO DOES NOT WARRANT AND DISCLAIMS ANY WARRANTY RELATED TO DELIVERABILITY OF MESSAGES. PROMPT.IO AND THE THIRD PARTY SERVICE PROVIDERS DO NOT WARRANT THAT ANY INFORMATION PROVIDED THROUGH THE PROMPT.IO SERVICES IS ACCURATE OR COMPLETE OR THAT ANY INFORMATION PROVIDED THROUGH THE PROMPT.IO SERVICES WILL ALWAYS BE AVAILABLE. PROMPT.IO EXERCISES NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF SUBSCRIBER'S USE OF THE PROMPT.IO SERVICES. YOU AND YOUR AUTHORIZED USERS ARE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR OBTAINING ANY PRIOR CONSENT REQUIRED BY THE TCPA OR TSR IN CONNECTION WITH THE PLANNED OR ACTUAL USE OF THE SERVICES BY YOU AND YOUR AUTHORIZED USERS.

(c) TCPA and TSR – You expressly represent and warrant with respect to your and all Authorized Users use of the Prompt.io Services and compliance with the TCPA and TSR that:

(a) You and all Authorized Users will use the Prompt.io Services in full compliance with the terms, conditions and requirements of the TCPA and, where applicable, the TSR, including the requirements to obtain prior express consent or, in the case of any marketing or promotional messages, prior express written consent, before sending any messages to wireless phones using automated dialing or texting technologies and/or artificial or prerecorded voice messages.

(b) You and all Authorized Users are familiar with the applicable TCPA and TSR regulations and standards, particularly relating to obtaining any required consent and that, if applicable, each and every prior express written consent obtained will comply in all respects the requirements related to the display, form and content of the consent process required under the TCPA and TSR or any other laws (whether state or federal) related to the granting of consent (or such analogous acts). In the event that any contacted party opts out of receipt of further messages that require consent, You will obtain renewed consent before recontacting that person.

(c) You and all Authorized Users will ensure that an internal Do Not Call ("DNC") policy is implemented in accordance with TCPA implementing regulations prior to using the Prompt.io Services. You and all Authorized Users will ensure that residential numbers on the national DNC are not contacted without required express consent, a business relationship or an inquiry as permitted under Applicable Law.

5. INTELLECTUAL PROPERTY INFRINGEMENT

(a) Defense of Infringement Claims. Prompt.io will, at its expense, either defend Subscriber from or settle any claim, proceeding, or suit ("**Claim**") brought by a third party against Subscriber alleging that Subscriber's use of the Prompt.io Services infringes or misappropriates any patent, copyright, trade secret, trademark, or other intellectual property right during the Term of this Agreement if: (a) Subscriber gives Prompt.io prompt written notice of the Claim; (b) Subscriber grants Prompt.io full and complete control over the defense and settlement of the Claim; (c) Subscriber provides assistance in connection with the defense and settlement of the Claim as Prompt.io may reasonably request; and (d) Subscriber complies with any settlement or court order made in connection with the Claim (e.g., relating to the future use of any infringing

Prompt.io Services or APIs). Subscriber will not defend or settle any Claim without Prompt.io's prior written consent. Subscriber will have the right to participate in the defense of the Claim at its own expense and with counsel of its own choosing, but Prompt.io will have sole control over the defense and settlement of the Claim.

(b) Indemnification of Infringement Claims. Prompt.io will indemnify Subscriber from and pay (a) all damages, costs, and attorneys' fees finally awarded against Subscriber in any Claim under Section 5(a); (b) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by Subscriber in connection with the defense of a Claim under Section 5(a) (other than attorneys' fees and costs incurred without Prompt.io's consent after Prompt.io has accepted defense of the Claim); and (c) all amounts that Prompt.io agrees to pay to any third party to settle any Claim under Section 5(a).

(c) Exclusions from Obligations. Prompt.io will have no obligation under this Section 5 for any infringement or misappropriation to the extent that it arises out of or is based upon (a) use of the Prompt.io Services in combination with other products or services if such infringement or misappropriation would not have arisen but for such combination; (b) the Prompt.io Services are provided to comply with designs, requirements, or specifications required by or provided by Subscriber, if the alleged infringement or misappropriation would not have arisen but for the compliance with such designs, requirements, or specifications; (c) use of the Prompt.io Services by Subscriber for purposes not intended or outside the scope of the license granted to Subscriber; (d) Subscriber's failure to use the Prompt.io Services in accordance with instructions provided by Prompt.io, if the infringement or misappropriation would not have occurred but for such failure; or (e) any modification of the Prompt.io Services not made or authorized in writing by Prompt.io where such infringement or misappropriation would not have occurred absent such modification.

(d) Indemnity Remedy. Without limiting the foregoing, if a claim that would be subject to Section 5(a) is commenced, or Prompt.io believes, in its sole discretion, is likely to be commenced, Prompt.io will, at its sole option and expense, either: (a) procure for Subscriber the right to use the infringing Prompt.io Services as provided herein; (b) replace the infringing Prompt.io

Services with non-infringing, substantially equivalent products in both performance and functionality; (c) suitably modify the infringing Prompt.io Services so that it is not infringing and of equivalent performance and functionality; or (d) in the event (a), (b), and (c) are not, in Prompt.io's sole judgment, achievable on commercially reasonable terms or in a commercially reasonable manner, terminate the provision of the Prompt.io Services and Subscriber shall not have any further liability for unbilled fees related to the infringing Prompt.io Services.

(e) Limited Remedy. This Section 5 states Prompt.io's sole and exclusive liability, and Subscriber's sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third party intellectual property right by the Prompt.io Services.

6. SUBSCRIBER INDEMNIFICATION

(a) Defense. Subscriber will defend, and in accordance with Section (b) below, indemnify Prompt.io, the Third Party Service Providers and each of their affiliates, directors, officers, employees and agents (collectively the "**Indemnified Parties**") from any actual or threatened Claim arising out of or based upon (a) Subscriber's or Authorized Users' or any other end user's use of the Prompt.io Services allegedly breached any of the provisions of this Agreement or the limitations or requirements of any applicable Order Form; and/or (b) Subscriber's or Authorized Users' or any other end user's use of the Prompt.io Services allegedly violated Applicable Laws, including specifically your or any Authorized Users' violation of or failure to comply with the requirements of Sections 2.(b), 2.(c), 4, and 10 herein, including the TCPA or the TSR (including, without limitation any claim that, as a result of any Prompt.io provision of the Prompt.io Services or your use thereof, any Indemnified Party in any way violated the TCPA, TSR or any related law, rule or regulation) or other Applicable Laws concerning calling, texting, and marketing to individuals and processing their information; and/or (c) any claim that the Application, or any part thereof, infringes any third party rights, including intellectual property rights. Prompt.io will not defend or settle any Claim without Subscriber's prior written consent. Prompt.io will have the right to participate in the defense of the Claim at its own expense and with counsel of its

own choosing, but Subscriber will have sole control over the defense and settlement of the Claim.

(b) Indemnification. Subscriber will indemnify the Indemnified Parties from and pay (a) all damages, costs, and attorneys' fees finally awarded against the Indemnified Parties in any Claim under Section 6(a); (b) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by the Indemnified Parties in connection with the defense of a Claim under Section 6(a) (other than attorneys' fees and costs incurred without Subscriber's consent after Subscriber has accepted defense of the Claim); and, (c) all amounts that Subscriber agrees to pay to any third party to settle any Claim under Section 6(a). Subscriber agrees to indemnify the Indemnified Parties from and against any claims arising out of responding to compulsory processes (e.g., subpoenas, interrogatories, depositions, and other forms of discovery or legal process) seeking information about Subscriber, Subscriber Data or Subscriber's use of the Prompt.io Services, whether served by the Subscriber, a government agent or employee, or a third-party.

7. LIMITATION OF LIABILITY

IN NO EVENT WILL PROMPT.IO OR THE INDEMNIFIED PARTIES BE LIABLE TO SUBSCRIBER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF PROMPT.IO IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES SHALL PROMPT.IO'S OR THE INDEMNIFIED PARTIES' TOTAL LIABILITY TO SUBSCRIBER ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ALL ORDER FORMS (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS OR CLAIMS REGARDING A FAILURE TO DELIVER MESSAGES), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE GREATER OF $500 (FIVE HUNDRED DOLLARS) OR THE AMOUNT PAID BY SUBSCRIBER TO PROMPT.IO UNDER SUCH ORDER FORM FOR THE PROMPT.IO SERVICES DURING THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LOSS, COST, CLAIM OR DAMAGES.

CONFIDENTIAL INFORMATION

(a) Confidential Information. "Confidential Information" shall mean all confidential information of a party, whether written or oral, and whether in paper or electronic format, disclosed to a receiving party that is designated in writing or identified as confidential at the time of disclosure or that should be reasonably known by the receiving party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure.

(b) Non-Disclosure Obligation. During the Term of this Agreement and for a period of three (3) years after the date of termination or expiration of the Agreement, each party shall use at least the same degree of care (and shall in any event use no less than a reasonable degree of care) to prevent the disclosure of the other party's Confidential Information as it uses to prevent the disclosure of its own Confidential Information, and shall not: (a) disclose Confidential Information to any third party; (b) use Confidential Information except as expressly permitted under the terms of the Agreement between the parties or otherwise previously authorized in writing by the disclosing party; and/or (c) permit any disclosure, unauthorized duplication, reverse engineering, disassembly, decompiling, misuse or removal of such Confidential Information. The receiving party will promptly notify the disclosing party of any misuse or misappropriation of Confidential Information that comes to the receiving party's attention. Notwithstanding the foregoing, the receiving party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the receiving party will give the disclosing party prompt notice of any such legal or governmental demand (unless otherwise limited by law or court's order) and reasonably cooperate with the disclosing party in any effort to seek a protective order or otherwise to contest such required disclosure, at the disclosing party's expense.

(c) Prompt.io's Provision of Services. Notwithstanding the foregoing, Prompt.io's non-disclosure obligations hereunder do not apply to disclosure to Reseller, Prompt.io's providers of Third Party APIs and Services, or Prompt.io's affiliates and independent contractors carrying out the Prompt.io Services, provided that such disclosure is reasonably necessary in order to carry out the Prompt.io Services and the recipient of Confidential Information has agreed with Prompt.io in writing to be bound by non-disclosure obligations substantially similar to those contained in this Agreement.

9. TERM AND TERMINATION

(a)   Term. This Agreement continues for the duration set forth in any outstanding Order Form, unless terminated earlier in accordance with this Agreement ("**Term**").

(b) Termination for Material Breach. You or Prompt.io may terminate the Agreement for material breach by written notice to the other, effective in 10 days unless the other party first cures such breach.

(c)   Suspension or Termination by Prompt.io. Prompt.io may immediately suspend or terminate Subscriber's access to the Prompt.io Services if (i) Prompt.io has a good faith belief that Subscriber or anyone with access to Subscriber's account (A) is using or is reasonably believed to be using the Prompt.io Services in violation of Applicable Laws or Prompt.io's then-current Acceptable Use Policy (https://www.prompt.io/acceptable-use), including any use that would or could constitute a violation of the TCPA or TSR or other Applicable Laws concerning calling, texting, and marketing to individuals and processing their information; or (B) is compromising the security or operability of the Prompt.io Services; or (ii) the payment terms set forth in the Order Form are not met, including failure of Subscriber (or Reseller, where applicable) to timely pay any fees owed Prompt.io in connection with Subscriber's account. Resumption of Subscriber's account following suspension or termination by Prompt.io is subject to the sole and exclusive discretion of Prompt.io. Subscriber's resumption of access to the Prompt.io Services following a suspension by Prompt.io for the reasons cited in this section will not extend the then-current Term, nor result in an extension of the period covered by any prepaid fees.

(d) Effect of Termination. The following provisions will survive termination of the Agreement: Sections 3 through 13.

10. COMPLIANCE

(a)   Subscriber's Compliance. You and your Authorized Users will use the Prompt.io Services in compliance with all Applicable Laws, including the TCPA (and its applicable consent requirements), the TSR, all other applicable laws concerning calling, texting, and marketing to individuals and processing their information, and Prompt.io's Acceptable Use Policy (which may be updated from

time to time). Prompt.io shall have the right not to accept, transmit, or deliver any Subscriber Data that Prompt.io reasonably believes, subject to its own reasonable discretion, violates Applicable Law or contains Inappropriate Content or that is, or could reasonably become, the subject of any legal, regulatory, or other governmental proceeding or process, including without limitation any law enforcement, proceeding, process or inquiry.

(b)   Privacy Compliance. Your use of the Prompt.io Services is subject to Prompt.io's Privacy Policy (https://www.prompt.io/privacy-policy), which may be updated from time to time. If your use of the Prompt.io Services is subject to Applicable Laws requiring certain additional data privacy provisions (e.g., GDPR or CCPA), you will enter into Prompt.io's standard Data Protection Addendum or such other data protection addendums with Prompt.io as Prompt.io may reasonably deem necessary and appropriate in order to continue providing the Prompt.io Services to you.

(c) Export Controls. The Prompt.io Services may be subject to applicable U.S. export control laws and economic sanctions regulations. You agree to comply strictly with all domestic and international export laws and economic sanctions regulations as they apply to the Prompt.io Services and, to the extent consistent with the terms of this Agreement, to obtain any necessary license or other authorization to export, reexport, or transfer of the Prompt.io Services. These laws include restrictions on destinations, end users, and end use. Without limitation, you may not transfer any Prompt.io Services without U.S. government authorization to any entity on a U.S. government exclusion list. Subscriber represents that it is not on a U.S. government exclusion list or under the control of or an agent for any entity on such a list, and Subscriber further warrants that it will immediately discontinue use of the Prompt.io Services if it becomes placed on any such list or under the control of or an agent for any entity placed on such a list.

(d) Third Party APIs and Services. To the extent Subscriber, through use of the Prompt.io Services, obtains access to, or to the functionality of, any Third Party APIs and Services, Subscriber agrees and acknowledges that title to and ownership of such Third Party APIs and Services remains with the Third Party

Service Providers and each Third Party Service Provider is made an express third party beneficiary under these Terms.

11. ARBITRATION, CLASS WAIVER & JURISDICTION

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

(a)   Governing Law and Venue. This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws of the United States of America and of the State of Washington without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Unless Subscriber and Prompt.io agree otherwise in writing, any proceeding under or concerning this Agreement shall take place in King County, Washington.

(b) Mandatory, Bilateral Arbitration. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in King County in the State of Washington, and under the laws of the State of Washington.

Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. There is no judge or jury in arbitration, and court review of an arbitration award is limited. An arbitrator, however, can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief, or statutory damages), and must follow these Terms.

The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The number of arbitrators shall be determined in accordance with those Rules. In considering the facts and issues, in conducting the hearings, and in rendering a decision or award, the arbitrator is required to strictly apply the law of the State of Washington and failure to follow Washington law is grounds for vacating the decision or award. This section shall not preclude Subscriber or Prompt.io from seeking provisional remedies in aid of arbitration from a court located in King County, Washington or injunctive relief necessary to enforce the Confidential Information provision of this Agreement.

Subscriber and Prompt.io shall equally divide the fees and costs of the arbitrator(s). Subscriber and Prompt.io shall pay for its own costs and attorney's fees, if any. However, the Subscriber and Prompt.io are entitled to seek recovery of costs and attorney's fees to the same extent they would be entitled in court under controlling law.

Any party that seeks to confirm, vacate or have the judgment entered on any arbitration award shall do so exclusively in a court in King County, Washington. Subscriber and Prompt.io hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in King County, Washington, for the purposes set forth above and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, or that such suit, action or proceeding is improper.

(c) Waiver of Jury Trial. BY ENTERING INTO THIS AGREEMENT SUBSCRIBER AND PROMPT.IO ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY.

(d) Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS AGREEMENT MUST BE MEDIATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE SUBSCRIBER OR USER CANNOT BE MEDIATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

12. RESELLER ORDERS

(a) Reseller Orders. If you order any Prompt.io Services from a Reseller, then this Section 12 (Reseller Orders) will apply and prevail over any conflicting term in the remainder of this Agreement.

(b) Payments. The fees for the Prompt.io Services will be set between Subscriber and Reseller, except that Prompt.io's analytics tools may be used to determine Subscriber's usage of the Prompt.io Services if applicable to fees. You will make payments of fees directly to Reseller under the Reseller Agreement.

(c) Reseller as Administrator. Reseller may have access to your account. As between Prompt.io and you, you are solely responsible for: (a) any access by

Reseller to your account and (b) defining in the Reseller Agreement any rights or obligations as between Reseller and you with respect to the Prompt.io Services.

13. OTHER TERMS

(a)   Independent Contractors. Subscriber and Prompt.io are independent contractors and will so represent themselves in all regards. The Agreement does not create any agency, partnership, or joint venture between Subscriber and Prompt.io. Neither Subscriber nor Prompt.io may bind the other in any way.

(b) Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or insured courier, return receipt requested, to: Prompt.io Inc., Attention: COO at 14419 Greenwood Ave N., Ste A-373, Seattle, WA 98133 USA, or to: Subscriber, via the email or other user information provided in the Order Form or used when accessing the Prompt.io Services.

(c)   Publicity. Prompt.io may use Subscriber's name and logo (in compliance with all guidelines, if any, communicated by Subscriber to Prompt.io) in promotional, advertising and marketing materials, including press releases, websites, social media, presentations and customer references.

(d) Use of Prompt.io Marks. Subscriber recognizes Prompt.io's exclusive right, title, and interest in and to all service marks, trademarks, and trade names used by Prompt.io and shall act in such a way as to preserve and protect Prompt.io's interest in them.

(e)   Assignment. Neither Subscriber nor Prompt.io shall assign or transfer its rights, duties, or obligations under this Agreement without the other party's prior written consent, which consent will not be unreasonably withheld or delayed, except that Subscriber and Prompt.io may assign this Agreement without the other party's consent to a successor (including a successor by way of merger, acquisition, sale of assets, or operation of law) if the successor agrees to assume and fulfill all of the assigning party's obligations under this Agreement.

(f)   Waiver. The waiver by either Subscriber or Prompt.io of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance

with this Agreement will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

(g) Severability. If any part of this Agreement is held to be unenforceable by a court, arbitrator, or agency of competent jurisdiction, that part may be severed and the remaining provisions will remain in full force and effect. If any material limitation or restriction on the use of the Prompt.io Services under this Agreement is found to be illegal, unenforceable, or invalid, Prompt.io may, in its sole discretion, immediately terminate Subscriber's right to use the Prompt.io Services.

(h) Feedback. All recommendations, ideas, suggestions or feedback that Subscriber or Authorized Users provide to Prompt.io regarding the Prompt.io Services will be owned by Prompt.io and Subscriber hereby assigns these to Prompt.io.

(i) Subcontractors. Prompt.io may use a subcontractor or other third party to perform its duties under this Agreement so long as Prompt.io remains responsible for all of its obligations under this Agreement.

(j) Force Majeure. Neither Subscriber nor Prompt.io will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control, so long as that party uses all commercially reasonable efforts to avoid or remove the causes of non-performance.

(k) Carriers and Deliverability. Subscriber acknowledges deliverability of messages cannot be guaranteed in light of prevailing carrier activity related to blocking, limiting, throttling, labeling, or rejecting calls or text message content.

(l) Entire Agreement. Except as provided in these Terms and other documents incorporated herein by reference, these Terms supersede all prior and contemporaneous proposals, statements, sales materials or presentations and agreements, oral and written with respect to the subject matter hereof. No oral or written information or advice given by Prompt.io, its agents or employees will create a warranty or in any way increase the scope of the warranties in these

terms. The Agreement includes URL links to other terms which are incorporated by reference into the Agreement. If there is a conflict among the documents that make up the Agreement, then the documents will control in the following order: the applicable Order Form, the remainder of this Agreement, URL links to other terms and any other terms incorporated by reference into the Agreement.

(m) Updates. Prompt.io reserves the right to update these Terms at any time, effective upon posting an updated version at https://prompt.io/terms; however, Subscriber's rights and obligations shall be as provided in the version of this Agreement last executed or agreed to by Subscriber.

Prompt.io Inc.
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