

DCP Affiliate Program Agreement

This is a contract between you (the “Affiliate”) and us (“SMSwords”). It describes how we will work together and other aspects of our business relationship. It is a legal document so some of the language is necessarily “legalese” but we have tried to make it as readable as possible.

The Marketing Affiliate Program Agreement applies to your participation in our Marketing Affiliate Program (the “DCP Affiliate Program”). These terms are so important that we cannot have you participate in our DCP Affiliate Program unless you agree to them.

We periodically update these terms. We might also choose to replace these terms in their entirety if, for example, the DCP Affiliate Program changes, ends, or becomes part of an existing program, including our partner programs. If we update or replace the terms we or the DCP User Panel will let you know via electronic means, which may include an in-app notification or by email. If you don’t agree to the update or replacement, you can choose to terminate as we describe below.

Definitions

“DCP Affiliate” means a company owned, operated or controlled by SMSwords.

“Marketing Affiliate Program” means our marketing DCP Affiliate Program as described in this Agreement.

“Affiliate Lead” means an Advertiser prospect who clicks on the DCP Link that we have made available to you via the DCP User Panel.

“DCP Link” means the unique tracking link you place on your site or promote through other channels.

“Affiliate Policies” means the policies applicable to affiliates which we may make available to you from time to time.

“DCP User Panel” means the tool that we make available to you upon your acceptance into the DCP Affiliate Program and for you to use in order to participate in the DCP Affiliate Program.

"Agreement" means this DCP Affiliate Program Agreement and all materials referred or linked to in here.

“Commission” means an amount described in the DCP User Panel (or if applicable, in the Program Policies) for each Advertiser Transaction.

“Advertiser” means the authorized actual user of SMSwords Platform who has purchased SMSwords SMS Ads Credit after being an Affiliate Lead.

“Advertiser Transactions” means those transactions by Affiliate Leads that are eligible for Commission. Advertiser Transactions are the Advertiser purchases of SMS Ads Credit as further described in the DCP User Panel.

"Advertiser Data" means all information that Advertiser submits or collects via SMSwords Platform and all materials that Advertiser provides or posts, uploads, inputs or submits for public display through SMSwords Platform.

"SMSwords Content" means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into our services.

“SMSwords Platform” means the SMS Marketing Platform where the Advertiser registers at <https://www.smswords.net/>

“Program Policies Page” means the Sign Up page: <https://www.dcpaffiliate.com/register> where we will provide all the up to date guidelines and policies for the DCP Affiliate Program.

"We", "us", “our”, and “SMSwords” means SMSwords, LLC.

“You” and “Affiliate” means the party, other than SMSwords, entering into this Agreement and participating in the DCP Affiliate Program.

Non-Exclusivity

This Agreement does not create an exclusive agreement between you and us. Both you and we will have the right to recommend similar products and services of third parties and to work with other parties in connection with the design, sale, installation, implementation and use of similar services and products of third parties.

Commission and Payment

In order to receive payment under this Agreement, you must have: (i) agreed to the terms of this Agreement (generally completed through the DCP User Panel); (ii) completed all steps necessary to create your account in the DCP User Panel in accordance with our directions, (iii) have a valid and up-to-date payment method in the DCP User Panel with such account (iv) completed any document in order for the DCP User Panel to process any payments that may be owed to you.

Trademarks

You grant to us a nonexclusive, nontransferable, royalty-free right to use and display your trademarks, service marks and logos (“Affiliate Marks”) in connection with the DCP Affiliate Program and this Agreement.

During the term of this Agreement, in the event that we make our trademark available to you within the DCP User Panel, you may use our trademark as long as you follow the usage requirements in this section. You must: (i) only use the

images of our trademark that we make available to you, without altering them in any way; (ii) only use our trademarks in connection with the DCP Affiliate Program and this Agreement; (iii) comply with our Trademark Usage Guidelines; and (iv) immediately comply if we request that you discontinue use. You must not: (i) use our trademark in a misleading or disparaging way; (ii) use our trademark in a way that implies we endorse, sponsor or approve of your services or products; or (iii) use our trademark in violation of applicable law or in connection with an obscene, indecent, or unlawful topic or material.

Proprietary Rights

1. SMSwords's Proprietary Rights. No license to any software is granted by this Agreement. SMSwords Platform are protected by intellectual property laws. SMSwords Platform belong to and are the property of us or our licensors (if any). We retain all ownership rights in SMSwords Platform. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the SMSwords Content, or SMSwords Platform in whole or in part, by any means, except as expressly authorized in writing by us.
2. Advertiser's Proprietary Rights. As between you and Advertiser, Advertiser retains the right to access and use the Advertiser portal associated with SMSwords Platform. For the avoidance of doubt, Advertiser will own and retain all rights to the Advertiser Data.

Confidentiality

As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), (i) whether orally or in writing, that is designated as confidential, and (ii) SMSwords Advertiser and prospect information, whether or not otherwise designated as confidential. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party or (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall: (i) protect the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care that it uses with its own confidential information, but in no event less than reasonable care, (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information of the Disclosing Party to any third party, and (iv) limit access to Confidential Information of the Disclosing Party to its employees, contractors and agents.

Term and Termination

1. Term. This Agreement will apply for as long as you participate in the DCP Affiliate Program, until terminated.
2. Termination Without Cause. Both you and we may terminate this Agreement on fifteen (15) days written notice to the other party.
3. Termination for Agreement Changes. If we update or replace the terms of this Agreement, you may terminate this Agreement on five (5) days written notice to us, provided that you send us written notice within ten (10) days after we send you notice of the change.
4. Termination for Cause. We may terminate this Agreement: (i) upon thirty (30) days' notice to you of a material breach if such breach remains uncured at the expiration of such period, (ii) upon fifteen (15) days notice to you of non-payment of any amount due to us if such amount remains unpaid at the expiration of such period, (iii) immediately, if you become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, (iv) immediately, if you default on your payment obligations to us or our affiliate, or (v) immediately, if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our Advertisers.

5. Effects of Expiration/Termination. Expiration of this Agreement, and termination of this Agreement: (i) without cause by us,(ii) by you with cause, (iii) by you according to the ‘Termination for Agreement Changes’ section, shall not affect our obligation to pay you a Commission, so long as the related payment by the Advertiser Transaction is recognized by us within thirty (30) days after the date of such termination or expiration and provided that in no event shall you be entitled to payment of Commission under this Agreement if you are eligible to receive a revenue share payment under the DCP Affiliate Program Agreement. We will not pay you fees on Advertiser Transactions recognized by us after thirty (30) days after the date of such termination or expiration set out above. Provided however, in the event of termination without cause by you, or for cause by us, our obligation to pay and your right to receive any Commission will terminate upon the date of such termination, regardless of whether you would have otherwise been eligible to receive Commission prior to the date of termination. Except as expressly set forth in this section, you are not eligible to receive a Commission payment after expiration or termination of this Agreement. Upon termination or expiration, you will discontinue all use of and delete the DCP User Panel that we make available to you for your participation in the DCP Affiliate Program. Upon

termination or expiration, an Affiliate Lead is not considered valid, and we may choose to maintain it in our database and engage with such a prospect.

Upon termination or expiration, you will immediately discontinue all use of our trademark and references to this DCP Affiliate Program from your website(s) and other collateral. For the avoidance of doubt, termination or expiration of this Agreement shall not cause a Advertiser's SMS Ads Credit agreement to be terminated.

Affiliate Representations and Warranties

You represent and warrant that: (i) you have all sufficient rights and permissions to participate in the DCP Affiliate Program and to provision SMS words with Affiliate Lead's for our use in sales and marketing efforts or as otherwise set forth in this Agreement, (ii) your participation in this DCP Affiliate Program will not conflict with any of your existing agreements or arrangements; and (iii) you own or have sufficient rights to use and to grant to us our right to use the Affiliate Marks.

Indemnification

You will indemnify, defend and hold us harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against

us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us to the extent that such Action is based upon or arises out of (a) your participation in the DCP Affiliate Program, (b) our use of the prospect data you provided us, (c) your noncompliance with or breach of this Agreement, (d) your use of the DCP User Panel, or (e) our use of the Affiliate Marks. We will: notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You shall not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

Disclaimers; Limitations of Liability

1. Disclaimer of Warranties. WE AND OUR AFFILIATED COMPANIES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF SMSWORDS PLATFORM, SMSWORDS CONTENT, THE DCP AFFILIATE PROGRAM OR THE DCP USER PANEL FOR ANY PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIs) AND THE DCP USER

PANEL MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, SMSWORDS PLATFORM AND DCP USER PANEL ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO SMSWORDS PLATFORM AND THE DCP USER PANEL INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

2. No Indirect Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES.
3. Limitation of Liability. IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY, THE PARTIES AGREE THAT OUR AGGREGATE LIABILITY WILL BE LIMITED TO THE TOTAL COMMISSION AMOUNTS YOU HAVE ACTUALLY EARNED FOR THE RELATED ADVERTISER TRANSACTIONS IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM.

4. DCP User Panel. WE DISCLAIM ALL LIABILITY WITH RESPECT TO THE DCP USER PANEL THAT YOU USE. WE DO NOT PROMISE TO MAKE THE DCP USER PANEL AVAILABLE TO YOU, AND WE MAY CHOOSE TO DO SO, OR NOT TO DO SO, IN OUR DISCRETION.
5. Cookie Duration. COOKIES USED AS PART OF THE DCP USER PANEL HAVE A SET DURATION. IF A POTENTIAL ADVERTISER CLEARS THEIR COOKIES DURING THIS PERIOD, SMSWORDS SHALL NOT BE LIABLE FOR ANY COMMISSIONS THAT MAY HAVE BEEN OWED TO YOU.

General

1. Amendment; No Waiver. We may update and change any part or all of this Agreement, including by replacing it in its entirety. If we update or change this Agreement, the updated Agreement will be made available to you via the DCP User Panel and/or by email. The updated Agreement will become effective and binding on the next business day after we or the DCP User Panel have notified you. When we change this Agreement, the "Last Modified" date above will be updated to reflect the date of the most recent version at <https://www.dcpaffiliate.com/register> . We encourage you to review this Agreement periodically. If you don't agree to the update, change or replacement, you can choose to terminate as we describe above. No delay in exercising any right or remedy or failure to object will be a

waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

2. Applicable Law. This Agreement shall be governed by the laws of the Delaware, United States without regard to the conflict of laws provisions thereof. In the event either of us initiates an action in connection with this Agreement or any other dispute between the parties, the exclusive venue and jurisdiction of such action shall be in the state and federal courts in Delaware, United States.
3. Force Majeure. Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.
4. Actions Permitted. Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

5. Relationship of the Parties. Both you and we agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement.
6. Compliance with Applicable Laws. You shall comply, and shall ensure that any third parties performing sales or referral activities on your behalf comply, with all applicable foreign and domestic laws (including without limitation export laws and laws applicable to sending of unsolicited email), governmental regulations, ordinances, and judicial administrative orders. You shall not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to us, our Advertisers, or to the public. Export laws and regulations of the United States and any other relevant local export laws and regulations may apply to SMSwords Platform. You will comply with the sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury. You will not directly or indirectly export, re-export, or transfer SMSwords Platform to prohibited countries or individuals or permit use of SMSwords Platform by prohibited countries or individuals.
7. Severability. If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable

provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

8. Notices. Notice will be sent to the contact e-mail address set forth herein (as such may be changed by notice given to the other party), and will be deemed delivered as of the date of actual receipt.

We may give electronic notices specific to you by email to your e-mail address(es) on record in our account information for you. We may give notice to you by telephone calls to the telephone numbers on record in our account information for you.

9. Entire Agreement. This Agreement is the entire agreement between us for the DCP Affiliate Program and supersedes all other proposals and agreements, whether electronic, oral or written, between us. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. Our obligations are not contingent on the delivery of any future functionality or features of SMSwords Platform or dependent on any oral or written public comments made by us regarding future functionality or features of SMSwords Platform. It is the express wish of both you and us that this Agreement and all related documents be drawn up in English. We might

make versions of this Agreement available in languages other than English. If we do, the English version of this Agreement will govern our relationship and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement.

10.Assignment. You will not assign or transfer this Agreement, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of its assets, change of control or operation of law, without our prior written consent. We may assign this Agreement to any affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

11.No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity (other than the parties hereto) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

12.Program Policies Page. We may change the Program Policies from time to time. Your participation in the DCP Affiliate Program is subject to the Program Policies, which are incorporated herein by reference

13.No Licenses. We grant to you only the rights and licenses expressly stated in this Agreement, and you receive no other rights or licenses with respect

to us, SMSwords Platform, our trademarks, or any other property or right of ours.

14.Sales by SMSwords. This Agreement shall in no way limit our right to sell SMSwords Platform, directly or indirectly, to any current or prospective Advertisers.

15.Authority. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.

16.Survival. The following sections shall survive the expiration or termination of this Agreement: 'Commission and Payment', 'Proprietary Rights', 'Confidentiality', 'Effects of Termination/Expiration', 'Indemnification', 'Disclaimers; Limitation of Liability', 'Non-Solicitation' and 'General'.

Exhibit A

SMSwords – GDPR Data Processing Addendum (Affiliates)

This Data Processing Addendum ("Addendum") sets out the terms that apply as between SMSwords and Marketing Affiliate when processing EEA personal data in connection with the Marketing DCP Affiliate Program. This Addendum forms part of the Marketing DCP Affiliate Program Agreement. Capitalized terms used in this Addendum shall have the meanings given to them in the Marketing DCP

Affiliate Program Agreement (the "Agreement") unless otherwise defined in this Addendum.

1. Definitions: (a) "controller," "processor," "data subject," and "processing" (and "process") shall have the meanings given to them in Applicable Data Protection Law; (b) "Applicable Data Protection Law" means any and all applicable privacy and data protection laws and regulations applicable to the Personal Data in question, including, where applicable, EU Data Protection Law (in each case, as may be amended, superseded or replaced from time to time); (c) "EU Data Protection Law" means: (i) the EU General Data Protection Regulation (Regulation 2016/679) ("GDPR"); and (ii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iii) any national data protection laws made under or pursuant to clause (i) or (ii); and (d) "Personal Data" means any information relating to an identified or identifiable natural person to the extent that such information is protected as personal data under Applicable Data Protection Law.
2. Purposes of processing. The parties acknowledge that in connection with the Marketing DCP Affiliate Program, each party may provide or make available to the other party Personal Data. Each party shall process such data: (i) for the purposes described the Agreement; and/or (ii) as may otherwise be permitted under Applicable Data Protection Law.

3. Relationship of the parties. Each party will process the copy of the Personal Data in its possession or control as an independent controller (not as a joint controller with the other party). For the avoidance of doubt and without prejudice to the foregoing, SMSwords shall be an independent controller of any Personal Data that it receives or shares with Affiliate in connection with the Marketing DCP Affiliate Program.
4. Compliance with law. Each party shall separately comply with its obligations under Applicable Data Protection Law and this Addendum when processing Personal Data. Neither party shall be responsible for the other party's compliance with Applicable Data Protection Law. In particular, each party shall be individually responsible for ensuring that its processing of the Personal Data is lawful, fair and transparent, and shall make available to data subjects a privacy statement that fulfils the requirements of Applicable Data Protection Law.
5. International transfers. Where Applicable Data Protection Law in the European Economic Area ("EEA"), and/or its member states, United Kingdom and/or Switzerland (collectively for the purposes of this Addendum, the "EU"), applies to the Personal Data ("EU Personal Data"), neither party shall process any EU Personal Data (nor permit any EU Personal Data to be processed) in a territory outside of the EU unless it

has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law. To the extent a Marketing Affiliate transfers EU Personal Data to SMSwords and SMSwords is located in a territory outside the EU that does not provide adequate protection for Personal Data (as determined by Applicable Data Protection Law), SMSwords agrees to abide by and process such EU Personal Data in accordance with the Standard Contractual Clauses for Controllers as approved by the European Commission and available at <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32004D0915> (as amended, superseded or updated from time to time) ("Model Clauses"), which are incorporated by reference in, and form an integral part of, this Addendum. SMSwords agrees that it is a "data importer" and the Marketing Affiliate is the "data exporter" under the Model Clauses (notwithstanding that SMSwords may be an entity located outside of the EEA).

6. Security. Each party shall implement and maintain all appropriate technical and organizational measures to protect any copies of the Personal Data in their possession or control from (i) accidental or unlawful destruction, and (ii) loss, alteration, or unauthorized disclosure or access (a "Security Incident") and to preserve the security and confidentiality of

such Personal Data. Each party shall notify the other party without undue delay on becoming aware of any breach of EU Data Protection Law/Applicable Data Protection Law.