

“MY-EOP” EULA

Guest Communications Corporation End-User License Agreement

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2. The GCC Software and Custom Content.

1. GCC provides a platform that allows third parties ("Content Providers") to provide content to GCC for publication via the GCC Software. Following your agreement to this EULA, the GCC Software is installed on your mobile device. The GCC Software

may include web search box(es), and other features. Such installed features are further detailed in section 7 below. In addition, the installation of the GCC Software may enable GCC to access, use and collect a variety of information, both personal and non-personal, regarding your usage of the GCC Software, and information about your mobile device (additional information is further detailed in section 7 below).

2. The content provided by the Content Provider may take the form of tables, data, information, links, web pages, images, software and code, text, photos, audio or video, and/or visual works and components (collectively "Custom Content"), and then distributing it to you via the GCC Software. Although GCC may assist Content Providers by providing layout and formatting services for publication purposes, GCC does not take any responsibility for any Custom Content a Content Provider provides to GCC for publishing through the GCC Software. Such Custom Content may include without limitation, emergency response instructions, contact information, maps, diagrams and other information designed to supplement an Emergency Operations Plan. The Content Provider intends that the Custom Content be distributed as a package to be displayed by the GCC Software. Some Custom Content may contain Cookies or other tracking mechanisms. As used herein, "Cookie" means a small piece of information that is placed on your device's Browser while you are viewing a website or using the GCC Software, and/or the Custom Content. Because Custom Content is stored on your mobile device, the Custom Content takes up storage space on your mobile device's internal storage. The amount of storage space will vary based on the size of the Custom Content. Some of the data stored in this storage space may include your personal information. Please review the policies of the Content Providers for information about their practices.

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1. Conditioned upon your compliance with the terms and conditions of this EULA, GCC hereby grants to you a limited, reversible, non-exclusive, personal, non-sublicensable, non-transferable, non-assignable license to install and use the executable form of the GCC Software on a single device (whether mobile device or other), solely for your use, provided that you use the GCC Software on a device (whether mobile device or other) owned or controlled by you. You may make a single copy of the GCC Software for backup purposes. GCC reserves all rights in the GCC Software not expressly granted to you in this EULA.

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3. With respect to all Custom Content distributed through the GCC Software, you acknowledge and agree that your possession and use of such Custom Content shall be subject to license rights provided to you by the Content Provider. The Content Provider, through utilization of Security Codes, assumes full responsibility for maintaining licenses and use rights for all users, whether foreseeable or unforeseeable.

4. As part of the installation process of the GCC Software, changes may be made to your mobile device settings. By installing the GCC Software, you agree you have approved such changes and you understand you can reconfigure such settings at any time from within your mobile device Setting Menu. Such changes may include, without limitation, the following:

1. Allowing software updates of the GCC Software once a new version is released and the ability to send notifications.

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1. The GCC Software may automatically download and install updates from GCC, from time to time. These updates are designed to improve, enhance and further develop the GCC Software and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit GCC to deliver these to you) as part of your use of the GCC Software.

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When you are on a mobile device, you are using a third party to access the Internet and/or the GCC Software. All requests must be sent through your mobile carrier's network and

the carrier may have access to it. Your carrier's actions are subject to the privacy policy of your carrier.

If you send us a request or a communication through your mobile device we may log your unique device identifier number. This is an ID number that is unique to your mobile device and if you have sent us a communication through this mobile device, we may be able to link your unique ID number to your e-mail address.

As part of the functionality available on the GCC Software, GCC may offer you search features provided by GCC and/or third parties. Search queries may be collected by GCC and shared with third parties that provide it with search features. Such search queries may be non-personal or may be personal depending on your search query. For instance, if you search your own name, that would be considered Personally Identifiable Information. In addition, we may share your search queries with other third parties in order to provide you with relevant offers and services in the GCC Software.

The GCC Software may ask for your location information in order to provide you with certain services. You will be asked to opt in to provide your location information through the GCC Software and you can turn off the location feature at any time through your mobile device controls.

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15. Term and Termination.

Your license to use the GCC Software under this EULA shall continue until it is terminated by either party. You may terminate this EULA at any time, by discontinuing the use of all of the Custom Content and by destroying all copies of the Custom Content in your possession and control. This EULA and the license granted to you under this EULA will terminate automatically if you breach any term of this EULA. Upon termination, you must at GCC's option either promptly destroy or return to GCC all copies of the Custom Content in your possession or control and uninstall the GCC Software. Sections 2, 3, 4, 6 through 12, 14 and 16 shall survive the termination of this EULA.

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- (a) This EULA and all the policies referenced herein constitute the entire agreement between GCC and you concerning the subject matter hereof, and it may only be modified by a written amendment signed by an authorized executive of GCC.
- (b) The section titles in this EULA are provided solely for convenience and have no legal or contractual significance.
- (c) This EULA shall be governed by and interpreted under the laws of the State of Kansas, without regard to its conflicts of laws provisions. All actions relating to this EULA, the GCC Software or the Custom Content shall be brought in the competent court in the State of Kansas. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Notwithstanding this, you agree that GCC will still be allowed to apply for injunctive remedies (or an equivalent type of unilateral, non-monetary urgent legal relief) in any jurisdiction.
- (d) The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
- (e) If for any reason a court of competent jurisdiction finds any provision of his EULA or portion thereof, to be unenforceable, that provision of this EULA shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this EULA shall continue in full force and effect. GCC reserves the right, at our discretion, to update or revise this EULA.
- (f) Except as required by law, the controlling language of this EULA is English. In the event of inconsistency or discrepancy between the English version and any other language version, the English language version shall prevail.
- (g) You may not assign your rights under this EULA to any party without GCC's consent.
- (h) If any provision of this EULA shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this EULA and shall not affect the validity and enforceability of any remaining provisions.
- (i) Nothing in this EULA will be construed as creating a joint venture, partnership, employment or agency relationship between you and GCC, and you do not have any authority to create any obligation or make any representation on GCC's behalf.
- (j) If you have any questions about the Software, please visit our website at www.GCCKC.com.

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18. Software Questions, Comments, and Contact Information.

If you have any questions, complaints and/or claims, you may contact GCC at:

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