These policies outline an agreement between Super Duper Messaging Manager, or SDMM LLC (hereinafter referred to as "SDMM") and Registered Applications ("App") and Registered Developers ("Developer"). These policies are intended to enhance user experience for both SDMM and Registered Apps.

1. **This Agreement**
    1.1. This agreement ("Agreement") forms a legally binding contract between you and SDMM in relation to your use of the SDMM Software Development Kit (SDK) and SDMM App Market to distribute Products. In order to integrate SDMM's SDK or use the Market to distribute Products, you must first agree to this Agreement by clicking to accept where this option is made available to you. You may not utilize SDMM's SDK in conjunction with your App or distribute Products on the SDMM App Market if you do not accept this Agreement.
    1.2. You may not use the SDK in conjunction with your App or the SDMM App Market to distribute Products and may not accept the Agreement unless you are verified as a Developer in good standing. This Agreement will automatically terminate if you are (a) not a Developer in good standing, or (b) a person or entity barred from using Android software under the laws of the United States or other countries including the country in which you are resident or from which you use the Android software.
    1.3. If you are agreeing to be bound by this Agreement on behalf of your employer or other entity, you represent and warrant that you have full legal authority to bind your employer or such entity to this Agreement. If you do not have the requisite authority, you may not accept the Agreement, utilize SDMM's SDK, or use the SDMM App Market on behalf of your employer or other entity.
2. **Registration & Support**
    2.1. All Apps must register with SDMM and create a Developer account in order to receive SDMM updates and support.
    2.2. Registered Apps will be assigned a priority designation in the SDMM access registry. Developers agree to submit a request for designation which is lowest priority necessary for proper functionality of Developer's App. SDMM has ultimate authority to assign designation as it sees fit in order to maintain the integrity of SDMM and the user's experience.
    2.3. As a part of this agreement, SDMM offers basic support for all Registered Apps utilizing the Software Development Kit (SDK). Basic support includes:
        2.3.1. Setup and integration of the SDK for each Registered App.
        2.3.2. Support for any and all defects, errors, or compatibility concerns in the SDK during integration and release.
        2.3.3. Ongoing support for most recent SDK and deprecated SDK's for a time period posted on the SDMM website.

2.4. Developer agrees to maintain current contact information (minimally a functional and regularly monitored email address) in Developer account; if email is rejected or returned, SDMM reserves the right, upon receipt of second denied attempt, to terminate this agreement within 10 (ten) days and revoke Developer account and/or App Registration .

3. Software & Distribution

3.1. Developer agrees to include most recent SDK version in App or risk revocation of registration status with SDMM apps and services. This includes timely integration and updates to Apps within 90 days of being notified of the availability of a new SDK.

3.2. All Apps must include the following text within the first four lines of the App's Description on the Google Play store: "Super Duper Messaging Manager Registered App." SDMM reserves the right to periodically monitor Registered Apps' Google Play store page in order to ensure compliance.

3.3. Developer agrees to notify users of intended use of SDMM messaging services and must not develop, promote, or distribute apps that send premium SMS or utilize other premium messaging services through SDMM without explicit user knowledge and agreement to the extent that if SDMM is contacted by a user, Developer can provide sufficient evidence that the user was fully aware of the event (e.g. a screenshot of the agreement and evidence that the user saw it and agreed to it).

3.4. Developer agrees to adapt App user policies to reflect SDMM policies.

4. Marketing

4.1. SDMM supports and encourages marketing of Apps. All registered Apps benefit from a marketing agreement with SDMM. Current SDMM Marketing Support Agreement is available at www.sdmmllc.com/marketingaffiliates and may change from time to time at the sole discretion of SDMM.

5. Content & Behavior Guidelines

5.1. Apps must conform to general guidelines as established by Google Play Developer Program Policies and/or the Apple iTunes App Store Review Guidelines, particularly as they relate to sending and receiving text messages.

6. Privacy

6.1. SDMM stores information about your users' phones in compliance with our privacy policy. It is the sole responsibility of the App and App Developer to communicate the privacy implications of your use of the SDMM SDK to your users.

7. Licensing and Publicity

7.1. Developer grants to SDMM a nonexclusive, worldwide, and royalty-free license to: copy, perform, display, and use the Application for administrative and demonstration purposes in connection with the operation and marketing of SDMM and to make improvements to the SDMM platform.

7.2. Each party has exclusive right, title and interest in all trade names, trade marks, service marks, logos, domain names, and other distinctive brand features of Application, Developer, and SDMM, respectively, as owned (or licensed) by such party. Except to the limited extent expressly provided in this document, neither party grants, nor shall the other party acquire, any right, title or interest (including, without limitation, any

implied license) in or to any distinctive brand feature of the other party. This document does not give Developer or Apps a right to use any of SDMM's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features.

7.3. Developer/App use of the SDMM SDK does not indicate that the Registered App is endorsed by SDMM. Do not promote any App in this way.

8. General

8.1. Either party can terminate this agreement with 90 days written notice to the other party.

8.2. This agreement is automatically and immediately terminated if Developer is found to have violated this Agreement or any current SDMM policy. SDMM reserves the right to notify non-compliant Developers of the violation and, at SDMM's sole discretion, prior to revoking access to SDMM messaging products and services, may also allow Developer a minimal period of time to correct the violation in order to maintain registered App status.