

These Database, LLC (“Reimeter”) terms of service (“Agreement”) constitutes a binding contract made by and between Database, LLC (“Reimeter”), and you (the “Subscriber”). Reimeter and Subscriber hereby agree to the following terms and conditions.

IF YOU DO NOT AGREE TO ALL OF THE TERMS HEREIN, YOU ARE PROHIBITED FROM MAKING ANY USE OF OUR SKIP TRACING SERVICES

This Agreement contains significant limitations on our liability as well as restrictions on your legal rights—read them thoroughly. It is your obligation to read, understand and agree to these terms before you proceed to use our dialer.

1. Non-Exclusive Software License: Upon Subscriber’s agreement to these terms and receipt of the required fees, Subscriber will be entitled to and Reimeter grants Subscriber on a limited, revocable, non-exclusive license to use the skip tracing services (“the services” or “the software”) described on Reimeter’s then-current website, currently located at reimeter.io (“the website”). Currently, skip tracing fees are paid on a pay-as-you-go, cost per number/result basis and all fees are non-refundable. Additional campaign services are also available. Subscriber alone is the authorized user of the software and Subscriber may not allow any other person or entity (“Unauthorized Users”) to make any use of the software. Subscriber may not allow any other person or entity (“Unauthorized Users”) to make any use of the software. Subscriber must immediately report to Reimeter any use or attempted use of the software by any Unauthorized Users. Subscriber may not, at any time, resell or re-license the software to any Unauthorized User. Upon termination by either party, this license shall immediately terminate and Subscriber shall make no further use of the software. Except as otherwise specifically permitted in this Agreement, Subscriber may not: (a) modify or create any derivative works of any software, service or documentation, including translation or localization (code written to published APIs (application programming interfaces) for the software shall not be deemed derivative works); (b) sublicense or permit simultaneous use of the software by more than one user; (c) reverse engineer, decompile, or disassemble or otherwise attempt to derive the source code for any software related to the software (except to the extent applicable laws specifically prohibit such restriction); (d) redistribute, encumber, sell, rent, lease, sublicense, use the software in a timesharing or service bureau arrangement, or otherwise transfer rights to any software; (e) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the software; (f) publish any results of benchmark tests run on any software to a third-party without prior express written consent from Reimeter. The software license shall immediately and automatically be suspended if at any time, Subscriber defaults under its obligations under this Agreement or for nonpayment. Reimeter also reserves

the right to terminate Subscriber's account at any time in its sole discretion for any or no reason whatsoever.

2. Limited Account: During the term of this agreement and while Subscriber is in full compliance with these terms and with its payment obligations, Subscriber's license shall allow Subscriber generally our skip tracing services and the related features listed on the website. The website is browser-based and includes reasonable, limited tech support as available. Reimeter cannot guarantee the reliability of its third-party providers/suppliers related to the domains, or that the hosting services shall be available at all times or free from isolated errors. Reasonable hosting down time may occur, including without limitation for provider outages, system upgrades, maintenance, repairs, and acts of god/nature. Reimeter assumes no legal responsibility or liability for Subscriber's use of the domain. Subscriber must operate in full compliance with all laws and regulations and must not use the assigned domain for any other purpose not contemplated herein. Subscriber understands that if Reimeter receives a court order, subpoena, civil investigative demand or other legal notice that Reimeter deems in its discretion to be valid, Reimeter may be required (or elect in its discretion) to produce information related to Subscriber, and/or suspend or terminate the hosting. Reimeter may suspend or terminate the hosting at any time in the event it reasonably believes Subscriber has violated the law, or subjected Reimeter to unreasonable legal exposure.

3. Record Retention: Reimeter will assume no obligation to maintain records related to Subscriber's campaign or this agreement.

4. Refund Policy: Campaign Costs such as: skiptracing/data, VA Lead Generation & management, and Consulting/Management fees are not refundable. However, if a new customer requests a refund for the Reimeter Software Subscription in the first 30 days of enrollment into the program, due to "non fulfillment" reasons or because the customer did not receive any value from the program, they will be entitled to that money back. This refund policy is solely for the subscription - not the campaign services.

5. Compliance with Law: Reimeter is merely a passive technology provider and common carrier. Subscriber is required to use the software in full compliance with all applicable laws and regulations. By making any use of the software, Subscriber expressly warrants to us that Subscriber is and shall continue to act in full compliance with the law. All Reimeter offers are void where prohibited by law. Reimeter does not assume responsibility for ensuring that Subscriber's campaigns meet applicable legal requirements. Reimeter will not assume any liability if Subscriber is ever held guilty or liable for any law violation. Notwithstanding the foregoing, Subscriber acknowledges that Reimeter has and is taking active steps to ensure the compliance of its customers,

including by having Subscriber agree to these terms. We cannot guarantee that you have the legal right to contact individuals using contact information provided by us—it is Subscribers sole obligation to ensure that they have proper consent or other legal exemption.

6. Opt-Outs: Subscriber acknowledges and agrees that it must honor all opt-outs and consent revocations received and is solely responsible for doing so.

7. Cell Phones: Subscriber understands and acknowledges that Reimeter is not responsible for removing or flagging which telephone numbers are wireless phone numbers as opposed to landlines.

8. No Legal, Financial or Tax Advice Provided: No financial, legal, or tax advice or counsel is given, or shall be deemed to have been given by Reimeter or its affiliates and contractors, or by the software.

9. Indemnification: Subscriber shall assume, pay, indemnify, hold harmless, and reimburse Reimeter and its owners, employees, agents, affiliates, contractors, successors and assigns for any and all liabilities, damages, claims, suits, settlements, judgments, costs, and expenses (including reasonable attorney's fees and court costs) directly or indirectly incurred by Reimeter to the extent the same are related in any way to Subscriber's use of the software or which are primarily attributable to the negligence or intentional acts or omissions by Subscriber, Subscriber's owners, officers, employees, agents and representatives, including any authorized or unauthorized users. Notwithstanding the foregoing, nothing contained herein shall release Reimeter from any liability for its own gross negligence, except as allowed by law.

10. Limitation of Liability: Neither party shall be liable for any consequential, incidental, special, or indirect damages (including, but not limited to, loss of profits, goodwill, use, data, or other intangible items) even if the other party has been advised of the possibility of such damages or losses. With respect to any other damages, Reimeter's liability hereunder shall in no event exceed an amount equal to the amount actually paid by Subscriber to Reimeter in the month prior to a claim being made, regardless of the basis for the claim. Subscriber understands that this is a significant limitation on Subscriber's right to sue Reimeter and Subscriber should not proceed if Subscriber does not agree. Reimeter shall not be bound by any typographical or other error or misprint in its marketing materials or online purchase websites, so long as Reimeter provides prompt notice of any such error and corrects the same.

11. Warranties: Except as otherwise provided herein, THE SERVICES AND LICENSE ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND

INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL Reimeter OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF Reimeter HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Reimeter cannot be responsible if Subscriber makes changes, misuses, or tampers with the software or hardware after Subscriber receives them. Any installation of other software or changes by Subscriber may void the warranty; any tech support required because of virus contamination will be at Subscriber's expense at the rate of up to \$300 per hour. This warranty and the obligations and liabilities of Reimeter are in lieu of, and Subscriber waives, all other warranties, guarantees, conditions, or liabilities, expressed or implied, arising by law or otherwise, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, and further including without limitation consequential damages, whether or not caused by Reimeter's negligence. This warranty shall not be extended, altered, or varied except by a written agreement signed by Reimeter and Subscriber. Reimeter is not responsible for any failure of a DNC or wireless list provider to deliver its data accurately, completely, or in a timely way. Reimeter is not responsible for damages resulting from improper or incomplete use by Subscriber of Reimeter's products and services.

12. Intellectual Property: "Reimeter" and all related trade and service marks are and shall remain the exclusive intellectual property of Reimeter and Subscriber specifically acknowledge that this Agreement does not confer upon the other party any interest in or right to use any trademark or service mark of the other party or its affiliates, unless the party wishing to use a trademark or service mark receives the prior written consent of the owning party, which the owning party may grant or withhold in its sole discretion. Subscriber acknowledges that the software is protected by state, federal, and international copyright laws and treaties, and Subscriber hereby prospectively waives any challenges to the existence, ownership and enforceability of the same.

13. Legal Relationship: By this Agreement, no partnership, joint venture, independent contractor, or ownership relationship is formed beyond that of a product Subscriber and Seller, and that of a software licensor and licensee.

14. Choice of Law: This Agreement shall be governed by and construed according to the laws of the State of Arizona, without giving effect to normal choice-of-law and conflict-of-law principles. Except for a suit by Reimeter to collect the purchase price or other fees owed by Subscriber pursuant to the Agreement, the parties agree that a party

asserting any claim or dispute regarding this Agreement shall file and litigate such claim/dispute only in a court in Arizona.

15. Other Important Disclaimers: Subscriber is not purchasing a “franchise”, “business opportunity”, “strategic or targeted marketing plan”, or “exclusive territory” from Reimeter. Subscriber understands that computers and telecommunications are complex, and that it may take time, effort, and skill to install, understand, and operate the same. Subscriber must allow ample time to receive, set up, test, and understand his or her system before advertising or going on-line to the public. Subscriber is aware that there is a wide variety of computer hardware and software, as well as telephone companies and equipment. For this reason, Reimeter does not warrant that its products will function in every environment. It is the Subscriber’s responsibility to obtain the necessary computer equipment to operate these products. It is the Subscriber’s responsibility to become aware of the cost and availability of telephone and electrical requirements. Subscriber is responsible for any business and miscellaneous expenses necessary to operate these products, including telephone service, advertising, computers, etc. Reimeter will not be liable for these expenses for any reason. Even though Subscriber’s system may be designed to operate 24 hours a day, Subscriber should be aware that the system may be out of service periodically for backups, maintenance, improvements, or difficulties such as power outages, telephone line problems, hardware/software malfunctions, carrier outages, etc. Reimeter will not be liable for any lost revenue, lost profits, advertising, or additional expenses due to loss of data, hardware/software problems, failure of the system (or phone carriers) to successfully record calls, or for any reason. Subscriber is aware there will be limitations as to the size of the software applications and to the number of telephone lines that can be used, due to hardware and software limitations. Reimeter does not make any claims or guarantees that Subscriber will bring in any revenue or operate any profitable services or businesses by using the software or hardware sold by Reimeter. The success of the Subscriber will be affected by many factors, including, but not limited to, his or her efforts and competence. Subscriber is responsible for the security of its own systems and data and for obtaining its own applicable insurance.

16. Minimum Requirements: Purchaser is required to obtain and maintain a sufficient browser and bandwidth in order to use the services. Subscriber must provide high-speed internet connection for training, updates, and technical support. The Subscriber is responsible for Network Configuration, Antivirus, Router and Firewall, Installation, Configuration, and Setup. SIP Carrier testing is required. Minimum Requirements are subject to change at any time. Reimeter cannot be responsible if Subscriber makes changes, misuses, or tampers with the software or hardware after

Subscriber receives them. Any installation of other software or changes by Subscriber may void the warranty and Subscriber will be charged up to \$300 as a reconfiguration fee.

17. Technical Support: Technical support is generally available (subject to reasonable down time) Monday through Saturday during regular business hours. These times are subject to change based upon our evolving business practices, as well as unforeseen events out of our control. Reimeter will make every reasonable effort to resolve questions and problems on a timely basis, within the times listed above; however, Reimeter may not always be able to resolve every problem, nor respond to every call immediately. Reimeter and Subscriber each agree to pay for their own long distance calls placed to the other party for any assistance.

18. Backups: Subscriber is responsible for making frequent backups of his or her system to protect against any loss of valuable data. Reimeter cannot be responsible for loss of data for any reason whatsoever.

19. Non-Payment: Subscriber is responsible for paying all fees and applicable taxes associated with the monthly subscription. If Subscriber's payment method fails or account is past due, Reimeter may collect fees owed using other payment methods on file, and adding a service fee of \$50 per month overdue. If at any time Subscriber defaults under this agreement for non-payment or otherwise, the software license shall immediately and automatically terminate until such time as Subscriber's account is current.

20. Updates to this agreement will be posted at: reimeter.io

21. CONSENT FOR MARKETING-RELATED CONTACT: Further, Subscriber understands that by signing below, Subscriber is giving Reimeter and its employees permission to contact Subscriber at the telephone number and email address Subscriber has provided, regardless of any registration with state or national DNC lists. This includes through the possible use of automated telemarketing systems, SMS technology, emails, as well as prerecorded messages. Communications will be used for informational and marketing purposes. Standard messaging rates apply. By signing below, Subscriber expressly and affirmatively consents to receive such contact.