USgeocoder, LLC
Subscription Agreement

This Agreement is entered into by and between USgeocoder, a limited liability company organized in Nevada (hereinafter "USgeocoder") and Subscriber (each a Party and collectively the Parties) for the purpose of allowing Subscriber access to USgeocoder's Application Programming Interfaces (API), Batch Application Programming Interface (Batch API), batch data processing services, USgeocoder Online Lookup Tool, and to use the Services described in this Agreement. Access and use are permitted only on the condition that Subscriber accepts all terms and conditions contained herein. Subscriber acknowledges having read this Agreement carefully before indicating acceptance. Subscriber's access to API services or Online Lookup Up Tool will not begin until Subscriber has indicated assent to the terms and conditions by clicking the "I accept" buttons on the sign up for the API page or the Online Lookup Tool Subscription Page or by initializing section 12 and signing the last page of this document.

SECTION 1. GRANT OF LICENSE AND DEFINITIONS

1.1 USgeocoder grants to Subscriber a limited non-exclusive license to access and use its suite of API's legislative, jurisdictional, tax and other Data, Online Lookup Tool and/or Web services including batch processing services (hereinafter individually or collectively referred to as the "Services"), as limited in the Terms of Service which can be found on the bottom right corner of https://usgeocoder.com/ home page, by the terms and conditions as stated herein, and any operative addenda. Unless explicitly stated to the contrary by USgeocoder, this Agreement, and those of any addendum, shall govern Subscriber's use of any new feature or service added to the current Services. Subscriber warrants the person signing this agreement or pushing the "Accept" buttons is authorized to accept these terms and conditions on behalf of Subscriber.

1.2   The USgeocoder API is a computer application protocol interface that enables Subscriber's computer(s) to send address data one at a time to an USgeocoder server and receive back additional data attributed to the address by USgeocoder. This is typically integrated with Subscriber's systems so data can be processed per transaction in real time.

1.3   The USgeocoder Batch API does the same as the USgeocoder API but allows for multiple records to be sent in a file all at once from Subscriber's computer(s) to USgeocoder's servers and then returned all at once to Subscriber's computer(s).

1.4 Subscriber's personnel may send a file or "batch" of records to USgeocoder personnel who will run the file through USgeocoder servers and then return the results to Subscriber's personnel. This is referred to as "Batch Processing".

1.5   USgeocoder provides an Online Lookup Tool on its USgeocoder.com website home page at https://usgeocoder.com/ and on its "Live Demo" page at https://usgeocoder.com/api_live_demo. Anyone can enter a street address and zip code, or geocodes (decimal latitude and longitude), to obtain most information USgeocoder provides for that location. This tool can be used for non-commercial occasional use for free up to thirty times. After which, a subscription is required. To

subscribe, click https://usgeocoder.com/lookup_subscribe_get_started. Subscription to either the API or Batch API also provides a single subscription to the Online Lookup Tool.

SECTION 2. CONFIDENTIALITY OF EXCHANGED INFORMATION

2.1 Subscriber acknowledges that Subscriber will obtain direct access from USgeocoder to certain confidential information owned by USgeocoder, including password or controlled access information contained in proprietary databases of USgeocoder and its licensors. USgeocoder may receive Subscriber's confidential information, including personal and business data, product information, marketing strategies, and other valuable technical or personal information. Each party shall hold the other's confidential information in strict confidence and may provide such information to employees within its organization only on a need to know basis. When reasonably necessary, USgeocoder, may distribute received information to its distributors and affiliates who have a need to know and who actively participate in the delivery of Services or corresponding with Subscriber, or to support any other activities in furtherance of this Subscription Agreement. Subscriber may use information obtained from USgeocoder solely for the purposes of developing, maintaining, and supporting Subscriber's applications.

2.2 Subscriber's obligation to maintain the confidentiality of USgeocoder's information shall continue the sooner of seven (7) years from the date such information from USgeocoder is received or until USgeocoder releases subscriber from such responsibility. USgeocoder shall maintain confidentiality for five (5) years after the date the information is first received unless otherwise stated by Subscriber when delivering the information to USgeocoder. Upon termination of this Agreement, or upon the disclosing party's written request, the receiving party must cease use of and return or destroy all such information.

SECTION 3. SUBSCRIBER'S CONDUCT REGARDING USE OF SERVICES

3.1 Subscriber agrees not to use the Services for spamming, phishing, or to transmit chain letters, junk e-mail, or unsolicited offers. USgeocoder reserves the right to block, filter, or delete any such unsolicited communications. Subscriber shall not transmit through the Services or use the Services to transmit or upload any content that is, in USgeocoder's sole and absolute discretion, pornography, content indicating hatred or intolerance of any group of people, gender, religion, ethnicity, national origin, sexual orientation, or advocating the violent overthrow of elected governments whose officials compete in multiparty elections not tainted by so much fraud at to make election results fraudulent; or to upload such content onto USgeocoder's web sites or its servers. Subscriber shall not use any USgeocoder domain name as a pseudonymous return e-mail address for any communications that Subscriber transmits from another location or through another service. Subscriber shall not pretend to be someone else or spoof their identity when using the Services.

3.2 Subscriber agrees not to use the Services for any unlawful activity not otherwise covered herein, including without limitation, attempting to compromise the security of any networked account or site, operating an illegal lottery or gambling operation, stalking, or making direct threats of physical harm. In addition to the foregoing, Subscriber may not, without limitation:

a) Impersonate any person or entity, including, but not limited to, USgeocoder employees, USgeocoder's web sites or services, or falsely state or otherwise misrepresent Subscriber's affiliation with an USgeocoder person or entity;

b) forge headers or otherwise manipulate identifiers to disguise the origin of any content transmitted through the Services or develop hidden pages or images (those not linked to USgeocoder's Web site from another accessible page);

c) upload, post, or otherwise transmit any content that Subscriber does not have a right to transmit to the public by law or under contractual or fiduciary obligations (such as proprietary or confidential information learned or disclosed through employment or under nondisclosure agreements);

d) upload, post, or otherwise transmit any material that contains software viruses, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or equipment;

e) violate any applicable local, state, or federal law or any regulations having the force of law including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission or any securities exchange;

f) stalk or otherwise harass another;

g) advocate violence toward any person or group of persons not engaged in violent suppression of persons or groups of persons on behalf of unelected governments;

h) or use the Services or products of use of the Services to engage in suppression of the rights of U.S. citizens or U.S residents as described in the U.S. Constitution as amended, including the right to vote in any federal, state, or local government run election in the United States or its territories.

i) USgeocoder reserves the right in its sole and absolute discretion to terminate this Agreement and to discontinue Subscriber's access to the Services immediately upon determining that Subscriber has engaged in any activities described in this Section 3.

SECTION 4. NOTICES; MODIFICATION AND TERMINATION OF SERVICES

4.1 USgeocoder may send notices to Subscriber via e-mail, regular mail, and or through available online documentation. USgeocoder may also provide notices of changes to the terms and conditions of this Agreement, including but not limited to USgeocoder's Privacy Policy and Terms of Service, or other matters by displaying notices or links to notices about the Service to Subscriber on its home page at https://usgeocoder.com. Subscriber is encouraged to periodically review the Terms of Service, Privacy Statement, and Subscription Agreement documents by clicking on their links in the lower right-hand corner of USgeocoder's home page at https://usgeocoder.com/ since they are kept current there.

4.2 USgeocoder reserves the right, at any time, to modify, temporarily or permanently, the Services (or any part thereof) with or without notice. USgeocoder may make changes to the Services, including those regarding products, services, programs, subscription terms and conditions, and prices, at any time. Subscriber can review the most current version of the Services, this Agreement, and/or addenda that may apply to API Subscription Agreement on the USgeocoder website by clicking the links on the lower right-hand corner of the home page at https://usgeocoder.com/ If Subscriber thereafter continues to use the Services, Subscriber will be deemed to have accepted the modifications or addenda. Subscriber may cancel the subscription and license upon 30 days written notice to USgeocoder.

4.3 USgeocoder may temporarily suspend or deactivate the Services to Subscriber if, in USgeocoder's sole and absolute discretion, USgeocoder discovers or determines continued use of the services by Subscriber is threatening the integrity of the Services or threatens to damage delivery of the Services, quality of the Services, or creates a liability or potential for liability against USgeocoder or Subscriber. In such case, USgeocoder shall inform Subscriber 's technical support desk (aka help desk) as soon as practical of the nature of the threat, Subscriber and USgeocoder shall cooperate to research and cure the condition giving rise to the threat or disruption of Services. Examples of the sort of emergencies that would trigger operation of this paragraph include but are not limited to Discovery of a "Trojan Horse" or other malicious code "piggy backing" on data sent to USgeocoder from Subscriber, or an infinite loop within Subscriber's code resulting in infinitely repeating requests to the API. If Subscriber is unwilling or unable to remove the threat, USgeocoder may terminate the Services. USgeocoder will not be liable to Subscriber or any third party for any such termination, modification, or suspension of the Services.

SECTION 5. INTELLECTUAL PROPERTY RIGHTS

5.1 Subscriber may not use, distribute, or disparage any USgeocoder trademarks, including names, marks, brands, logos, designs, trade dress, or other designations used in connection with the Services, software, data, or information of USgeocoder. Subscriber may not use or cobrand Subscriber's applications, products, or material with those associated with USgeocoder. Subscriber shall not incorporate any USgeocoder marks into Subscriber's trademarks, service marks, company names, internet addresses, domain names, or other similar designations.

5.2 Subscriber shall not remove any intellectual property notices, proprietary legends, and/or U.S. Government Limited/Restrictive Rights legend contained in the Services, the metadata files of the Services, or any online and/or hard copy attribution page of any data or documentation delivered hereunder and shall affix any attribution notices as may be specified therein.

5.3 Neither Party shall acquire any right, title, ownership, or interest in the information or property of the other Party, whether by estoppel, implication, or otherwise. Nothing in this Agreement shall be construed as conferring any license to the proprietary information or intellectual property rights of USgeocoder.

SECTION 6. DISCLAIMER OF WARRANTIES

6.1 *MOST OF THE DATA PROVIDED BY THE SERVICES IS PUBLIC RECORD SOURCED FROM THE US POSTAL SERVICE, US NATIONAL, STATE, COUNTY, LOCAL GOVERNMENT ENTITIES, AND/OR NATIVE AMERICAN NATIONS; NONE OF WHOM WARRANT THEIR DATA FOR ACCURACY, COMPLETENESS, OR AS FIT FOR ANY USE OR PURPOSE.* Therefore: SUBSCRIBER USES THE SERVICES AT SUBSCRIBER'S SOLE RISK. THE SERVICES AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. US GEOCODER DISCLAIMS ALL IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. USgeocoder MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY, OR COMPLETENESS OF ANY OF THE SERVICES OR CONTENT CONTAINED ON USgeocoder's OR SUBSCRIBER'S WEB SITES.

6.2 THE SERVICES AND CONTENT HAVE BEEN DEVELOPED FROM SOURCES BELIEVED TO BE RELIABLE, BUT THEIR ACCURACY AND COMPLETENESS ARE NOT GUARANTEED. THE SERVICES AND CONTENT MAY CONTAIN NONCONFORMITIES, DEFECTS, INACCURACIES, ERRORS, OR OMISSIONS. USgeocoder MAKES NO WARRANTY THAT

a) THE SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS;
b) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE;
c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE;
d) THE QUALITY OF ANY SERVICES, DATA OR INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY SUBSCRIBER THROUGH THE SERVICES WILL MEET SUBSCRIBER'S EXPECTATIONS; OR
e) ANY ERRORS IN THE SERVICES, SOFTWARE, DATA, OR INFORMATION WILL BE CORRECTED.

6.3 ANY SOFTWARE, DATA, OR INFORMATION DELIVERED PURSUANT TO THIS AGREEMENT OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT SUBSCRIBER'S OWN DISCRETION AND RISK AND SUBSCRIBER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH SOFTWARE, DATA, OR INFORMATION INCLUDING ANY DAMAGES RESULTING FROM COMPUTER VIRUSES OR OTHER MALICIOUS COMPUTER CODE.

6.4 SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS, AND THAT

a) THE INTERNET IS NOT A SECURE INFRASTRUCTURE,
b) NEITHER PARTY HAS CONTROL OVER THE INTERNET, AND
c) NEITHER PARTY IS LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE SERVICES.

6.5 THE SERVICES AND CONTENT DELIVERED HEREUNDER HAVE LIMITED FAULT TOLERANCE FOR INPUT ERROR AND NO OTHER FAULT TOLERANCES ARE CLAIMED. USgeocoder DISCLAIMS ANY WARRANTY FOR USE OF THE SERVICES FOR INSURANCE UNDERWRITING, OR FOR HIGH-RISK ACTIVITIES, INCLUDING BUT NOT LIMITED TO, CRITICAL HEALTH AND SAFETY SITUATIONS, ONLINE CONTROL EQUIPMENT, HAZARDOUS ENVIRONMENTS THAT REQUIRE FAIL SAFE PERFORMANCE, SUCH AS THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, OR COMMUNICATION SYSTEMS, EMERGENCY RESPONSE, TERRORISM PREVENTION OR RESPONSE, LIFE SUPPORT, OR WEAPONS SYSTEMS.

6.6 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY SUBSCRIBER FROM USgeocoder OR FROM THE SERVICES CREATES ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THE TERMS OF THIS AGREEMENT.

SECTION 7. LIMITATION OF LIABILITY

7.1 In no event shall USgeocoder or its third party licensors, employees, or agents be liable for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to, damages for loss of profits, revenue, goodwill, use, data, electronically transmitted orders, or other economic advantage (even if USgeocoder has been advised of the possibility of such damages), however caused and regardless of the theory of liability, whether in contract, tort (including negligence), breach of warranty, or otherwise, arising out of or related to the following:

a) use of, or the inability to use, the Services;
b) cost of procurement of substitute goods and services resulting from any goods, data, information, or services purchased or obtained or messages received or transactions entered into through or from the Services;
c) unauthorized access to, or alteration of, subscriber's transmissions or data;
d) statements or conduct of any third party on the Services; or
e) any other matter relating to the content or output of the Services including content subscriber may download, use, modify, or distribute from USgeocoder's web sites.

7.2 Subscriber has sole responsibility for adequate protection and backup of any data and/or any equipment it uses in connection with the Services. Subscriber waives any and all claims against USgeocoder for lost data, rerun time, inaccurate output, work delays, or lost profits resulting from the use of the Services.

7.3 Subscriber has sole responsibility for use of the services and data with regard to any of its customers or third parties.

7.4 The limitations of liability and disclaimers set forth in this Agreement apply regardless of whether Subscriber has accepted any Services, software, data, or documents delivered by USgeocoder. Subscriber agrees that USgeocoder sets its prices and enters into this Agreement in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose

and cause consequential loss), and that the same form an essential basis of bargain between the Parties.

SECTION 8. INDEMNITY

8.1 Subscriber shall indemnify and hold USgeocoder harmless from, and covenants not to sue USgeocoder, for any and all claims based on using the Services as integrated as part of subscriber's application(s).

8.2 USgeocoder is committed to respecting others' intellectual property rights and asks that Subscriber do the same. Subscriber agrees to defend, indemnify, and hold harmless USgeocoder and its subsidiaries, affiliates, officers, agents, co-branders, alliance members, or other partners, employees, or agents from any claim or demand, including attorney's fees, made by any third party due to, or arising out of, Subscriber's use of the Services including any use by Subscriber's employees or agents, Subscriber's connection to the Services, Subscriber's violation of the terms and conditions of this Agreement, or Subscriber's violation of any rights of a third party. USgeocoder may, in its sole and absolute discretion and without notice, terminate the accounts or access rights of Subscribers who misappropriate, infringe, or otherwise violate a third party's intellectual property rights through use of the Services or Content.

8.3 USgeocoder shall indemnify, defend, and hold harmless Subscriber from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) incurred by Subscriber resulting from any third-party claim, suit, action, or proceeding that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's United States patents, copyrights, or trade secrets, provided that Subscriber promptly notifies USgeocoder in writing of the claim, cooperates with USgeocoder, and allows USgeocoder sole authority to control the defense and resolution of such claim.

SECTION 9. PRIVACY, HIPAA, RFPA, HEA, AND FERPA POLICIES

9.1 The existence of an address; its location; the name of its owner; the taxes or tax rates applied to an address, its owner or anyone using the property as a residence or business; US Census Bureau demographic information, US Department of Education demographic data, and US Department of Justice data associated with an address are public records in the USA and therefore cannot be subject to privacy protections or rights. USgeocoder respects Subscriber's desire for privacy and will not scrape non-public data attributed to an address from Subscribers' data, or their customer's data entered into the API. Nor may USgeocoder sell or market Subscribers' data or Subscribers' customer's data to others whether it is input to the API or a result of output from the API.

9.2 By using Usgeocoder.com, the Services, or any content from or of the Services, Subscriber consents to the terms of USgeocoder's Privacy Policy which may be found by clicking on the link in the lower right corner of the USgeocoder.com home page.

USgeocoder may update its Privacy Policy from time to time. Continued use of the Services or Content indicates acceptance of any changes to the Privacy Policy.

9.3 Subscriber further consents to the processing of Subscriber's registration information by any data and/or service provider, and, if applicable, by any authorized distributor responsible for providing technical support to Subscriber.

9.4 USgeocoder's privacy officer for USgeocoder.com, the Services, and their content for all purposes arising from or relating to the Health Care Portability and Accountability Act (HIPAA) and/or the Right to Financial Privacy Act (RFPA) is Mitchell Pearce, D.C., CEO and Minority Managing Member of USgeocoder who may be contacted via email at care@usgeocoder.com. USgeocoder advises health care organizations, health care providers, and healthcare insurers to submit their proposed Business Association Agreements directly to Dr. Pearce via email at care@usgeocoder.com. USgeocoder advises all financial institutions, financial services providers, and financial technical services providers to submit all proposed RFPA documents and contract related papers directly to Dr. Pearce at care@usgeocoder.com. To appoint USgeocoder a "school official" under the Higher Education Act (HEA) or Family Educational Rights and Privacy Act, (FERPA), contact Dr. Pearce at care@usgeocoder.com or by calling (888) 938-6732.

9.5 Subscriber acknowledges that neither USgeocoder's API, Batch API, nor Online Lookup Tool is able to scrape or store data as it passes through the Services. Subscriber is advised to remove non-public personal information ("NPPI") from any information it intends to send to USgeocoder for batch processing by USgeocoder personnel. USgeocoder encourages Subscriber to use a unique identifier in such records that will allow the output provided by USgeocoder to be rejoined to Subscriber's original records. Subscriber warrants that it has permission for use of NPPI it gathers and provides to USgeocoder from those to whom the NPPI refers only for purposes such people have authorized and shall use such NPPI only for said authorized purposes. Subscriber agrees to indemnify and defend USgeocoder against claims arising from any other use of such NPPI, including but not limited to distribution of such NPPI to others, by Subscriber. USgeocoder agrees to (i) preserve the confidentiality of and maintain effective security policies, procedures and prudent business practice to protect any NPPI relating to consumers in accordance with applicable laws including, without limitation, the Gramm–Leach Bliley Act of 1999, US Code Title V, its implementing regulations, and all laws of the United States member states; and territories (ii) promptly notify Subscriber of any unauthorized access of NPPI and take appropriate action to prevent further unauthorized access; and (iii) provide Subscriber with any records and information that it reasonably requests in order to verify compliance with such laws and practices.

SECTION 10. PAYMENT AND REFUND POLICY

10.1 Subscribers pay for the Online Lookup tool monthly or yearly. Subscribers can cancel the subscription at any time, in which case the subscription will terminate at the end of that billing cycle. Refunds are not provided.

10.2 API Trial Period accounts are free and last two weeks or 1000 lookups, whichever occurs first, unless extended by USgeocoder.

10.3 API Developer Accounts are free. USgeocoder advises developers to contact Maggie Pearce, Majority Managing Member and Chief Creative Officer via email at care@usgeocoder.com or by calling (888) 938-6732 to request a Developer Account.

10.4 For all other API and Batch API accounts, USgeocoder will charge Subscriber's credit or debit card or ACH account on file upon subscribing to the Service. Subscription fees are determined by the number of informational items times the number of requests ordered and pre-paid for. Services will commence promptly after receipt of payment.

10.5 Subscribers can make changes to their API plan any time. If Subscriber increases the number of information items, the increased cost per request will be applied to Subscriber's current number of unused requests, resulting in the increased amount being charged to Subscriber's credit card or ACH account Subscriber has designated for payments to USgeocoder. If Subscriber decreases the number of informational items, the decreased cost per request will be calculated for Subscriber's remaining unused requests. Any resulting over payment will be applied to Subscriber's account by increasing the number of unused requests in the account. Such will be automatically applied and will reflect on Subscriber's next bill.

10.6 USgeocoder API requests do not expire. Subscriber can cancel its subscription any time.

10.7 Batch processing, fees are determined by the number of informational items times the number of records processed. Unless other arrangements are made in advance, delivery of the results will occur promptly upon payment for batch processing. Payment may be made by ACH, credit card, or check. Contact Maggie Pearce, Majority Managing Member, via email at care@usgeocoder.com or by calling (888) 938-6732.

10.8 Customization and Integration charges are negotiable and may be described in an addendum to this agreement, but must be paid prior to the customized or integrated API "going live".

SECTION 11. GENERAL TERMS AND CONDITIONS

11.1 The Parties intend this Agreement to be an integration constituting the entire agreement between them. This Agreement governs Subscriber's use of the Services in all respects, superseding any prior agreements, including, but not limited to, any prior versions of the Agreement. Subscriber may not assign or otherwise transfer the terms and conditions nor any rights granted herein. Sections 1, 2, 5, 6, 7, 8, 9, and 12 shall survive termination of this Agreement.

11.2 Fees quoted to Subscriber are exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, value added tax (VAT), customs, duties, tariffs, and shipping and/or handling charges.

11.3 The Services are subject to the U.S. Export Administration Laws and Regulations. Diversion of Services contrary to U.S. law is prohibited. None of the Services, software, data, or information, or any direct product therefrom, are being, nor will be used by, acquired for shipping, transferring, or re-exporting, directly or indirectly, to proscribed or embargoed countries or their nationals. Nor will they be used for nuclear activities, chemical or biological weapons, or missile projects unless authorized by the U.S. government. Subscriber certifies that Subscriber is not on the U.S. Department of Commerce's Denied Persons List or affiliated lists or in the U.S. Department of Treasury's Specially Designated Nationals List. Subscriber will strictly comply with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. Subscriber will comply with all import laws, restrictions, and regulations applicable to the location where the Services are received by Subscriber.

11.4 Subscriber shall maintain at Subscriber's principal place of business complete and accurate business records of the transactions for Services acquired pursuant to this Agreement. USgeocoder shall have the right to annually inspect such records at its expense and upon reasonable notice to Subscriber provided such inspection is reasonable in scope and is non-disruptive of Subscriber's operations. If an audit reveals that Subscriber has underpaid any subscription or transaction fees to USgeocoder for Subscriber's use of the Services in excess of ten percent (10%), then Subscriber shall pay USgeocoder's reasonable costs of conducting the audit in addition to the underpaid amount.

11.5 Any failure of USgeocoder to exercise or enforce any term of this Agreement does not constitute a waiver of that term, or of any other term. If a court of competent jurisdiction finds any term of this Agreement to be invalid, that term shall be severed and the remaining terms remain in full force and effect.

11.6 This Agreement may be signed in counterparts by pen or electronically, each deemed an original and all of which, when taken together, deemed the same Agreement. By pressing the Accept button(s), Subscriber expressly acknowledges it has signed the document and initialed section 12 electronically and is bound by all sections of this Agreement including its requirement that all disputes be decided by mediation or arbitration as stated in section 12.

SECTION 12. DISPUTE RESOLUTION

12.1 The Parties waive the protections of any and all statutes of limitation and agree that regardless of any statute or law to the contrary except those regarding a request for an injunction in section 12.2, any claim or cause of action arising out of, or related to the use of, the Services or the terms and conditions of this Subscription Agreement must be filed WITHIN ONE (1) YEAR after such claim or cause of action accrued or be forever barred unless the facts giving rise to the action were concealed from the party bringing the action, in which case the claim or cause of action must be filed within 1 year of such discovery or be forever barred. At least 90 days prior to Subscriber filing any claim or cause of action against USgeocoder, Subscriber must give notice of intention to file said claim or cause by delivering a copy of the

pleading or claim Subscriber intends to file to USgeocoder's agent for service of process as designated in the official records of the Secretary of State of Nevada. Failure to give such notice is a complete defense to the action, and material breach of this contract entitling the non-breaching Party to all relief under this agreement including any damages that may be proved.

12.2 Any breach of this Agreement may result in irreparable harm to the Parties or their respective third party licensors or licensees for which damages would be an inadequate remedy and, therefore, in addition to their rights and remedies otherwise available at law, the Parties shall have the right to a temporary restraining order, preliminary and permanent injunctions, specific performance, and other equitable relief in any court of competent jurisdiction to prevent violation of this Agreement and without the requirement of posting a bond or undertaking or proving injury as a condition for such relief. Each Party agrees to not object to the other Party seeking a temporary restraining order or injunction.

12.3 All information disclosed to a Recipient Party as confidential information shall remain confidential in any mediation, arbitration or litigation. The Parties expressly agree that they will take all necessary action to protect any confidential information subject to this Agreement from disclosure or otherwise entering the public domain and therefore intend this Agreement to also serve as a stipulated protective order limiting the disclosure or use of such confidential information (whether pursuant to compulsory process or voluntarily produced, including any discovery conducted or discovery materials requested or produced in any such dispute), by the restrictions set forth herein, and solely for the uses and limited to the persons (in this context, including any mediator, arbitrator or judicial officer) set forth herein. The Parties shall enter into and execute such further instruments, pleadings, stipulations or orders to carry out the intent of this paragraph, including, without limitation, a stipulation for protective order from any court, mediator or arbitrator, and stipulated motions to seal all proceedings, pleadings, exhibits, discovery production, or other documents or media that contain confidential information. If a Party unilaterally seeks a protective order to protect confidential information, the other Party shall not oppose such request. Failure to comply with the provisions of this paragraph shall constitute a material breach of this Agreement entitling the non-breaching Party to all relief under this Agreement including any damages that may be proved.

12.4 This Agreement shall be governed by, and construed under the internal laws of Nevada. Venue for any disputes shall be in Douglas County, Nevada and the Ninth Judicial District Court, Douglas County Nevada or the Federal District Court of Nevada located in Reno, Nevada. In the event of any dispute excluding a request for injunction, the Parties shall enter into confidential mediation with a member of the Nevada Bar who maintains an office in Douglas County and who is on the list of mediators maintained by the 9th Judicial District Court, Nevada; and if unable to resolve the matter by confidential mediation shall submit the matter to confidential binding arbitration under the rules and auspices of the American Arbitration Association. Any arbitrator for such arbitration must be a member of the American Arbitration Association and maintain an office in Douglas County, Nevada.

BY THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THEY HAVE KNOWINGLY AND VOLUNTARILY AGREED TO THE PROVISIONS OF THIS SECTION 12 INCLUDING THE REQUIREMENT TO MEDIATE AND ARBITRATE ANY DISPUTES.

USgeocoder, LLC INITIALS ____*M P*_____   Subscriber INITIALS _____

By their signatures below, the Parties agree to all terms expressed in this document.

For USgeocoder, LLC: *Mitchell Pearce* For Subscriber: _____
                                  signature   signature

Name & Title: Mitchell Pearce, CEO   Name & Title: _____

Company: USgeocoder, LLC   Company: _____

Address: 16 Via Palmieki Ct.   Address: _____

City St. Zip: Lake Elsinore, CA 92532   City St. Zip: _____

Email: mitchell@usgeocoder.com   email: _____

01/04/2025 effective when Subscriber   Date: _____
signs or presses the Accept button(s).