

USgeocoder Data Products License Agreement

This Agreement is entered into by and between USgeocoder, LLC (USgeocoder) and _____ (“Subscriber”). (each a Party, collectively, the Parties”) By downloading the following Data file(s) _____

_____, including subsets thereof and any subsequent updates, additions, modifications, patches, and fixes (collectively “Data”) from USgeocoder’s websites or FTPS, or opening a package containing the Data on a digital media storage device, Subscriber accepts and agrees to the terms of this Agreement. Subscriber may not download, open, or use the Data without first executing and returning this Agreement or clicking the “I accept” button on USgeocoder’s website which incorporates this Agreement.

SECTION 1. GRANT OF LICENSE.

1.1 Upon payment of fees for the Data communicated to Subscriber from USgeocoder, and as limited by the terms and conditions set forth herein or in any subsequent modifications or addenda hereto, USgeocoder grants to Subscriber a nonexclusive license to access and use the Data for its own internal use only. Fees are exclusive of applicable taxes and shipping and handling charges.

1.2 Each license entitles Subscriber to install the Data on redundant servers and multiple locations so that failover from one instance to another may occur to allow for uninterrupted access to the Data by Subscriber. With USgeocoder’s prior written consent obtained, Subscriber may provide the Data to its customers as part of the information necessary for an Application Programming Interface (“API”), or other program, provided: (a) the customer does not receive an amount of the Data sufficient to allow duplication for sale or aggregation (“data scraping”); (b) Subscriber requires the customer to enter into an agreement expressly prohibiting such duplication or aggregation; and (c) the API is programmed to prevent such duplication and aggregation. Each API or program requires payment of a separate license fee.

SECTION 2. PRIVACY AND CONFIDENTIALITY.

2.1 The Parties acknowledge that through the performance of this Agreement, each may gain access to the other’s confidential information and trade secrets, including but not limited to, passwords, copyrighted information, controlled access information, personal, business and product information, marketing strategies, and other confidential and valuable information. Each Party shall hold the other’s confidential information in strict confidence and provide the information to employees within its organization strictly on a need to know basis. As reasonably necessary, USgeocoder may distribute confidential information to those of its distributors and affiliates who have a need to know such information in order

to participate in the delivery of API services and support to Subscriber in furtherance of this Agreement. Subscriber may use information obtained from USGeocoder solely for the purposes of developing, maintaining, and supporting Subscriber's web-enabled applications or internal company applications or other internal company datasets.

2.2 Subscriber's obligation to maintain the confidentiality of USGeocoder's information continues until USGeocoder expressly releases Subscriber from such obligation. USGeocoder's obligation to maintain confidentiality of Subscriber's information extends for five (5) years after the date the information is first received by USGeocoder unless otherwise expressly stated by Subscriber upon delivering the information to USGeocoder. Upon termination of this Agreement, or upon the written request, the receiving Party must cease all use of and return or destroy all of the other Party's confidential information.

SECTION 3. RESTRICTIONS ON SUBSCRIBER'S USE OF DATA.

3.1 Subscriber may not use the Data for spamming, phishing, to transmit chain letters, junk e-mail, bulk communications, or unsolicited offers, or to perpetrate spoofs or misrepresent its identity. Subscriber shall not use the Data to transmit through the internet or any postal, telephonic, or electronic means, or upload to USGeocoder's Web site or its servers any content that USGeocoder, in its sole discretion, deems objectionable, including but not limited to pornography, content indicating hatred or intolerance of any class of persons, and content that threatens harm to anyone or advocates or promotes violence toward or the overthrow of any government elected by secret ballot.

3.2. Subscriber may not use the Data for any unlawful activity, including but not limited to attempting to compromise the security of any networked account or site, operating an illegal lottery or gambling operation, stalking, harassment, or making direct threats of physical harm to any person(s). Subscriber may not: (a) impersonate any person or entity, including, but not limited to, USGeocoder and its employees, USGeocoder's web site or services; (b) falsely state or otherwise misrepresent Subscriber's affiliation with USGeocoder or its personnel.

3.3 For a violation of this Section, USGeocoder reserves the right, in its sole discretion and without notice to Subscriber, to block, filter, or delete any prohibited communications or content, terminate this Agreement, discontinue Subscriber's access to the Data, and to demand that Subscriber, at its sole expense, return all Data to USGeocoder and erase the Data from Subscriber's machines.

SECTION 4. RENEWAL, MODIFICATION, TERMINATION, AND NOTICES.

4.1 This Agreement along with any modifications or addenda thereto shall renew and continue for successive one-year terms. Subscriber may terminate this Agreement at the end of any one-year term by notice to USGeocoder at least 30 days before the end of such term.

4.2. USgeocoder reserves the right, at any time, with or without notice, to modify or discontinue, temporarily or permanently, providing the Data. USgeocoder may make changes to the Data or to prices for the Data, at any time. The most current version of the Data, this Agreement, and any modifications or addenda will be available for viewing by Subscriber on the USgeocoder website. Continued use of the Data will constitute acceptance by Subscriber of such modifications or addenda.

4.3 Subscriber may cancel its subscription and license upon written notice to USgeocoder. If, in USgeocoder's sole discretion, Subscriber has breached this Agreement, USgeocoder may terminate this Agreement and immediately deactivate or delete Subscriber's Data site account and/or bar any further access to the Data. USgeocoder will not be liable to Subscriber or any third party for any damages, inconvenience, or other consequences of such termination, modification, or suspension of access to the Data.

4.4 USgeocoder may send notices to Subscriber via e-mail, regular mail, or available on-line documentation. USgeocoder's web site may also provide notices of changes to the terms and conditions of this Agreement or other matters by displaying notices or links to notices.

ARTICLE 5. INTELLECTUAL PROPERTY RIGHTS.

5.1 Without express written authorization of USgeocoder, Subscriber may not: (a) appropriate, convert, reverse engineer, rearrange, repackage, assign, re-sell, or redistribute the Data; (b) use or display any USgeocoder name, trademark, service mark, brand, logo, design, trade dress, or other designation; (c) co-brand Subscriber's applications, products, services, or material with those of USgeocoder; (d) incorporate any USgeocoder name or mark into Subscriber's service marks, trademarks, company names, internet addresses, domain names, or other designations.

5.2 Subscriber shall not remove any copyright, trademark, intellectual property notices, proprietary legends, or U.S. Government Limited/Restrictive Rights legend contained in the Data or on any online or hard copy of the Data or documentation 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 implication, estoppel, waiver, or otherwise. Except as expressly provided herein, this Agreement shall not be construed as conferring any license for the possession or use of proprietary information or property of USgeocoder or its data providers or sources.

5.4 Much of the Data is derived from or created by reference to the United States Postal Service (USPS) AIS data sets; U.S. Census Bureau TIGER ZIP files; the U.S. Census TIGER files; thousands of US counties, municipalities and special

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purpose districts; Know Who, Inc.; Phone2Action, Inc data files; and other third-party data providers. These data sets are copyrighted by their respective owners and incorporated into USgeocoder data with permission from the copyright holders. The right to copy or distribute such portions of the Data that are based on such third-party data is restricted by said copyrights. In the event that a violation of this agreement causes an infringement of USPS, Know Who, Inc. or Phone2Action Inc copyrights by Subscriber, or anyone working for Subscriber, Subscriber agrees to pay damages that may be awarded to these copyright holders. whether awarded against Subscriber or USgeocoder. Infringement of USPS Know Who, Inc., or Phone2Action Inc. Copyright(s) may occur if Subscriber copies, reverse engineers, or distributes the Data in violation of the terms specified herein.

5.5 The Data is subject to U.S. Export Administration Laws and Regulations. Shipping, transferring, exporting or diversion contrary to U.S. law is prohibited. Subscriber certifies that Subscriber is not on the U.S. Department of Commerce's Denied Persons List 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 products and services are received by Subscriber.

SECTION 6. DISCLAIMER OF WARRANTIES.

6.1 SUBSCRIBER USES THE DATA AT SUBSCRIBER'S SOLE RISK AND ACCEPTS THE DATA "AS-IS" AND "AS-AVAILABLE." USGEOCODER DISCLAIMS ALL IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. USGEOCODER HAS DEVELOPED THE DATA FROM SOURCES BELIEVED TO BE RELIABLE. HOWEVER, USGEOCODER MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY, OR COMPLETENESS OF THE DATA. THE DATA MAY CONTAIN NONCONFORMITIES, DEFECTS, INACCURACIES, ERRORS, OR OMISSIONS. USGEOCODER DOES NOT WARRANT THAT (a) THE QUALITY OR USEFULNESS OF THE DATA WILL MEET SUBSCRIBER'S REQUIREMENTS; (b) THE DATA WILL BE UNINTERRUPTED, TIMELY PROVIDED, SECURE, OR ERROR-FREE; (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE DATA WILL BE ACCURATE OR RELIABLE; OR (d) USGEOCODER WILL CORRECT ERRORS IN THE DATA.

6.2 SUBSCRIBER IS SOLELY RESPONSIBLE FOR ANY INJURY OR DAMAGE, INCLUDING CONSEQUENTIAL AND INCIDENTAL DAMAGES, INCURRED FROM USE OF THE DATA, INCLUDING BUT NOT LIMITED TO, DAMAGE TO SUBSCRIBER'S COMPUTER SYSTEM AND SOFTWARE AND LOSS OF DATA RESULTING FROM THE DOWNLOAD OR UPLOAD OF THE DATA, AND ANY DAMAGES RESULTING FROM COMPUTER VIRUSES OR OTHER MALICIOUS COMPUTER CODE.

6.3 SUBSCRIBER ACKNOWLEDGES THAT THE INTERNET IS A WEB OF

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PRIVATE AND PUBLIC NETWORKS NOT SUBJECT TO THE CONTROL OF ANY PERSON AND IS NOT A SECURE INFRASTRUCTURE. USGEOCODER IS NOT LIABLE FOR DAMAGES OF ANY KIND SUSTAINED DUE TO THE DISCONTINUANCE, INTERRUPTION, REGULATION. OR RESTRICTION OF THE INTERNET.

6.4 THE DATA IS NOT FAULT-TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR RESALE, USE IN ANY MISSION CRITICAL APPLICATION REQUIRING FAIL SAFE PERFORMANCE. USGEOCODER SPECIFICALLY DISCLAIMS ANY WARRANTY OF FITNESS FOR SUCH HIGH RISK ACTIVITIES.

SECTION 7. LIMITATION OF LIABILITY.

7.1 In no event shall USgeocoder or their 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, electronically transmitted orders, or 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) the use of, or the inability to use, the Data; (b) the cost of procurement of substitute goods and services resulting from use of the Data; (c) any other matter relating to the Data including any other 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 the Data and maintenance of any equipment used in connection with the Data. Subscriber waives any and all claims against USgeocoder for loss of the Data, rerun time, inaccurate output, work delays, or lost profit resulting from such occurrences.

7.3 The limitations of liability and disclaimers set forth in this Agreement apply regardless of whether Subscriber has accepted the 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 purpose and cause consequential loss), and that the same form an essential basis of bargain between the Parties.

ARTICLE 8. INDEMNITY.

8.1 Subscriber shall defend, indemnify, and hold harmless USgeocoder, its subsidiaries, affiliates, officers, agents, co-branders, alliance members from and against any claim or demand, including attorney's fees, made by any third party due to, or arising out of, Subscriber's use of the Data, including any use by Subscriber's employees or agents.

ARTICLE 9. PRIVACY POLICY.

9.1 By using the USgeocoder web site and the Data, Subscriber consents to the terms of the Privacy Policy set forth on the USgeocoder website, which is accessible by links at the bottom of the website's pages. Subscriber further consents to the processing of Subscriber's registration information by any service provider, and, if applicable, by any authorized distributor responsible for providing technical support to Subscriber. USgeocoder may, in its sole discretion, modify its privacy policy, by posting the revised policy on its web site or otherwise bringing the revisions to Subscriber's attention.

ARTICLE 10. GENERAL TERMS AND CONDITIONS.

10.1 This Agreement is binding on the Parties, their successors, employees, and agents. The Parties intend this Agreement to be an integration constituting the entire agreement between them. This Agreement supersedes any prior agreement, including any prior versions of this Agreement. Subscriber may be subject to additional terms and conditions by accessing or using products and services of USgeocoder not covered by this Agreement or those of third parties.

10.2 Subscriber may not assign, delegate, or otherwise transfer any right acquired or duty imposed by this Agreement.

10.3. The Parties specifically disclaim and waive any and all rights under the U.N. Convention on Contracts for the International Sale of Goods.

10.4 Any failure of USgeocoder to exercise any right or enforce any term of this Agreement does not constitute a waiver of that or any other right or term.

10.5 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.

10.6 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 10.7, any claim or cause of action arising out of, or related to the use of, the Data 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 facts giving rise to the action were concealed from the party bringing the action.

10.7 Any breach of this Agreement may result in harm to USgeocoder or its third party licensors for which damages would be an inadequate remedy. Therefore, in addition to its rights and remedies otherwise available at law, USgeocoder 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 without posting a bond or undertaking or proving injury as a condition for such relief. Subscriber agrees to not object to USgeocoder seeking such restraining orders or injunctions.

10.8 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 hereto 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. Additionally, if a Party unilaterally seeks a protective order to protect confidential information, the other Party shall not oppose such request. The 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.

10.9 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 KNOWINLGY AND VOLUNTARILY AGREED TO THE PROVISIONS OF THIS SECTION 10.9, INLCUDING THE REQUIREMENT TO MEDIATE AND ARBITRATE ANY DISPUTES.

USgeocoder LLC INIITALS _____ Subscriber's INITIALS _____

For USgeocoder LLC: _____ For Subscriber: _____

Signature: _____ Signature: _____

Name and 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: _____

09/19/2022 effective when Subscriber
signs or presses the Accept buttons(s).

Date: _____