

Business Subscriber License Agreement & Terms of Use

This is an agreement between you, the CrossConnect Platform user (“you” or “your”), and CrossConnect, Inc. (“us” or “we” or “CrossConnect”) (“Agreement”). This Agreement governs your use of the CrossConnect Platform (“Platform”). This Agreement is a legally binding obligation; please read it carefully. We may suspend your access or any function or feature of the Platform if we determine that you are in breach of this Agreement. We reserve the right, in our discretion, to change, modify, add or remove portions of this Agreement at any time by posting the updated Agreement within the Platform. We may give you notice of changes to this Agreement in other ways, like push notifications or email, at our discretion. We will assume that you have accepted any changes if you continue to use the Platform following such notification or following continued use.

By signing an order document referencing this agreement, by clicking “accept” or “I agree” or otherwise indicating your acceptance of this agreement, you (a) acknowledge that you have read and understand this agreement; (b) represent that you are 18 years of age or older; and (c) accept this agreement and agree that you are legally bound by its terms. If you do not agree to these terms, do not download, install, or use the Platform.

1. **Business Subscription:** In order to access the Platform, You must purchase a subscription from CrossConnect or its authorized dealers (“Subscription”). The term of each Subscription is established by plan purchased. Reference section 18.a for plan details. The Fees for the Subscription must be paid upfront prior to access to the Platform and are non-refundable (except where required by law). Upon payment of the Subscription Fees, CrossConnect will provide you with an account and account credentials.
2. **Right to Use the Platform:** So long as you comply with the terms of the Agreement, CrossConnect grants you the limited, non-exclusive, non-transferable right to access and use the Platform in order to advertise your services to CrossConnect social users (“Social Users”) and to connect with Social Users. You may only use the Platform for your business purposes. The right of access to the Platform is licensed to you, and no right, title or interest in the Platform or the related technology or documentation are transferred to you. You do not have or acquire any ownership rights in the Platform. We retain all right, title and interest in the Platform, its features, arrangements, the images or content we create or otherwise provide in the Platform, and including rights in copyright, trademark, patent or other intellectual property rights related to the foregoing. We can, and we may, discontinue the Platform or any feature or service at any time.
3. **Limitation of Rights:** You are prohibited from: (i) copying the Platform; (ii) modifying, translating, adapting or otherwise creating derivative works or improvements of the Platform; (iii) reverse engineer, disassemble, decompiling, decoding or otherwise attempting to derive or gain access to the source code of the Platform; (iv) removing, deleting, altering or obscuring any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Platform; (v) renting, leasing, lending, selling, sublicensing, assigning, distributing, publishing, transferring or otherwise making available the Platform or any features or functionality of the Platform, to any third party for any reason, including by making the Platform available on a network capable of being accessed by more than one device at any time; or (vi) removing, disabling, circumventing or otherwise creating or implementing any workaround to any copy protection, rights management or security features in or protecting the Platform. The term Platform includes all aspects of the Platform, including features, elements, technology, look and feel or other creative elements.
4. **Rules of Conduct:** This Section includes a list of restricted behaviors – it is not exhaustive. If we decide, in our sole discretion, that your actions harm or negatively affect the Platform experience or Social users or other business users we reserve the right to terminate your access to the Platform. We reserve the right, but have no obligation, to monitor any communications within the Platform. You are prohibited from:
 - a. Threatening, harassing, intimidating, using abusive language or otherwise abusing any Platform user;

- b. Uploading or transmitting (or attempt to upload or transmit) files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or data, or any other similar software or programs that may damage the operation of the Platform or other users' computers or generally ruin the experience for everyone;
- c. Uploading or transmitting any material that acts as a passive or active information collection or transmission mechanism;
- d. Misappropriating other people's intellectual property. Do not use, upload, transmit, distribute, or otherwise making available any information or material in a manner that infringes any copyright, trademark, patent, trade secret, or other right of any party;
- e. Attempting to obtain passwords, private information or intercepting any other information from other Platform users or the Platform. You cannot do this through any mechanism, but here are a few examples: don't attempt to obtain information through any software that reads areas of RAM or streams of network traffic used by the Platform to store information about users, elements, or environment, use of a network analyzer or packet sniffer;
- f. Violating any law or encourage others to break the law;
- g. If you are under the age of 18, you cannot create an account or access the Platform. If you are 18 or over, you cannot allow someone under 18 to use your account;
- h. Harvesting user information or post user information from the Platform in any other forum;
- i. Failing to honor your Promotions and payments for Converted Leads.

5. Using the Platform:

- a. Your Information & Social User Information: The CrossConnect Privacy Policy includes details about the personal information we collect about you, how it is collected and how it is used. It also includes details about the information we collect about Social Users, how it is collected, and how it is used. The information you receive about Social Users who interact with you via the Platform may only be used in connection with your use of the Platform and your interaction with the Social User. You may not use Social Users information for any purpose other than to advertise your services within the Platform and to interact with Social Users within the Platform. You may not provide access to the Platform or any Social User data to any third party, sell, rent, lease or license Social User information or analytics made available to you or otherwise generated by the Platform. You may not use Social User information to build, append to, edit, influence, or augment user profiles, including profiles associated with any mobile device identifier or other unique identifier that identifies any particular user, browser, computer or device. You may not transfer Social User information to any ad network, ad exchange, data broker or other advertising or monetization related service.
- b. Your Account: To use the Platform, you must create an account. You are solely responsible for all of the activity within your account. You are responsible for the security and integrity of your passwords and login information. You are required to create an account with our preferred payment provider (currently Stripe, but subject to change upon notice) in order to make payments for Lead Generation and Performance Bonuses. The creation of your account and the use of the payment provider is subject to the payment account's processing fees and terms and conditions located here: <https://stripe.com/us/connect-account/legal#stripe-connected-account-agreement-1>.
- c. Content: The Platform allows you to create a profile and submit content in connection with your profile ("Content"). By posting material, you consent to its publication and we do not have any burden to prove that protected material was approved by you. You are solely liable for your Content. In addition, the Platform contains content we create ("Our Content") and content provided or created by third parties ("Third-Party Content"). CrossConnect owns all right, title and interest in and to Our Content and grants you the limited right to use Our Content in connection with your personal use of the Platform. You retain

ownership to your Content, but and upon submission to the Platform grant us permission to use, copy, transmit, distribute, perform and make copies of the Content within the Platform during the term of this Agreement, or for advertising the Platform. You grant us a non-exclusive, transferable, perpetual, irrevocable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, display, distribute, translate, reformat, alter, transmit, and broadcast your Content, including without limitation, with the name or ID you submit in connection with your Content, with or without attribution to you, and without any notice or compensation to you. We may reject, refuse to post or delete any Content for any reason. However, this does not mean that we monitor, or are obligated to monitor, any Content. You are prohibited from and will not upload or post or make available user content that is unlawful, harmful, offensive, pornographic, hateful, racist, misleading, defamatory, or libelous, or invasive of the privacy of another person. We reserve the right to remove any user content at our sole discretion. You are prohibited from and will not upload, post, or make available on the Platform any material protected by intellectual property rights unless you are the owner or you have the license to post such material from the owner. You understand that your user content is public, and any person may read your user content. Other users may post user content that is inaccurate, misleading or deceptive. We do not endorse and are not responsible for any user content. Business users of the Platform have the right to remove content from the landing pages they control at their sole discretion.

- d. Platform Purchases: We may allow you to purchase additional services within the Platform or otherwise purchase features or services in connection with your use of the Platform. All purchases are non-refundable (except where required by law). All purchases will be carried out through third party payment processors and are subject to processing fees and the third-party payment processor terms and conditions (see (b) above). CrossConnect will not receive any of your financial information. You represent that you have the authority to use any funding instrument through which you make purchases.
- e. Promotions: You may use the Platform to promote and advertise your business. This may include advertisements, contests, discounts, giveaways, endorsements or similar promotional activities (“Promotions”). You are solely responsible (financially and legally) for your Promotions. You represent that your Promotions will be conducted in accordance with all legal requirements. You may direct us to conduct contests on your behalf and in such cases, our Contest Terms will apply. If we conduct a contest on your behalf, you are responsible for ensuring that you have posted all legally required disclosures. You are required to provide the promoted prize to the winner of each Promotion. We are not responsible for providing prizes to any Social User.
- f. Using the Platform with Social Sites: If you access the Platform via a third party social networking site, like Facebook (a “Social Site”), You understand that the Social Site and CrossConnect will share information about you. We’re not responsible for the Social Site, what it does with your information and we don’t endorse it. Your use of the Social Site is at your own risk. You can see our Privacy Policy for more details about the information we share with or receive from a Social Site.
- g. Other Content: The Platform will display and make available third-party content, or provide links to third-party websites or services, including through third-party advertising (“Third-Party Content”). You acknowledge and agree that CrossConnect is not responsible for Third-Party Content, including the accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect. We do not assume liability for Third Party Content, and expressly disclaim liability for Third Party Content.
- h. Rewards: Not applicable if your business is a professional service provider subject to Federal, State or

- professional rules of conduct which prohibit certain actions: Refer to sections 5.i and 5.j if your business is a professional service including, but not limited to Lawyers, Real Estate Professionals, and Mortgage Brokers. As a Standard Business Subscriber, you agree to provide rewards to a Social User who recommends another Social User to your business and that recommended Social User purchases a service or product from your business and identifies the recommending Social User as the source of the recommendation (a "Reward"). Rewards are subject to a payment processing fee (see Section (b) above for terms and conditions related to payment processing). You will provide clear, easy to understand terms related to how such Reward is awarded to Social Users and the amount of the Reward. You will include such terms on your business page within the Platform. You agree to honor your Reward terms, make Reward payments in a timely manner. We are not responsible to any Social User for Reward payments offered by business subscribers. You are solely responsible for ensuring that you are legally permitted to provide Rewards and that any such Reward is in conformance with all industry rules, regulations and requirements that apply to your industry. You are solely responsible for the legality of any Rewards you make to Social Users.
- i. Real Estate Business Users Only: If you are a Real Estate Agent or Entity, you agree to pay "Prestige Realty Group", a Washington based real estate company, a referral commission for each converted lead originated by the CrossConnect platform. The amount of the referral commission is set by the Real Estate Business Customer ("REBC") at time of set-up and activation on the CrossConnect Platform. The Real Estate Business Customer ("REBC") indicates in the CrossConnect platform when lead is under contract and going to escrow. Platform will provide unique transaction ID and escrow payment information to REBC for submittal to Escrow. REBC is responsible for maintaining his or her real estate license and for following all applicable real estate laws regarding disclosures, documentation and other broker responsibilities. The REBC is responsible for the real estate brokerage services provided to the Clients. The REBC must register with CrossConnect as a Real Estate Business.
 - j. Professional Service Business Users Only (for businesses not covered under 5.h or 5.i): If you are a professional service provider subject to Federal, State or professional rules of conduct which prohibit certain actions regarding lead generation, you may not provide direct rewards as defined in section 5.h and must register with CrossConnect as a Professional Services Business. You will receive leads that are interested in your services ("Leads"). You will not receive any information on the source of a specific Lead. You agree to pay CrossConnect a Lead generation fee for every Lead provided to you by the Platform, based on the plan selected during onboarding. These plans offer varying levels of engagement services by CrossConnect to generate leads, including but not limited to plan level influencing search, trending and banner algorithm results. Lead generation plans: Standard: \$12, Bronze: \$55, Silver: \$110, Gold: \$265, Diamond: \$520.
6. We Will Make Changes to the Platform: We will develop and provide new features, or updates which may include upgrades, bug fixes, patches and other error corrections ("Updates"). Updates may also modify or delete certain features or functionality. We aren't obligated to provide Updates or to enable any feature or functionality.
 7. Term, Termination, and Refund Policy: This Agreement is effective on the date upon which you indicate your acceptance (via electronic acceptance or written signature) and will continue for an initial term stated in the Sales Order Agreement. This Agreement will renew upon your payment of each subsequent Subscription fee. You may terminate the Agreement upon notice to us; provided that, we will not refund any Subscription fees you paid. We may terminate this Agreement at any time without notice. If we terminate this Agreement without cause, we will refund the portion of the Subscription payment you made to CrossConnect, Inc. for the remainder of the term for which access was not provided. Any additional features or services you purchased during the term of the Agreement are non-refundable. On termination, we will terminate your access to the Platform. We reserve all rights at law and in equity.

8. Disclaimer of Warranties: The Platform is provided “as is” and with all faults and defects without warranty of any kind. By Without limitation to the foregoing, CrossConnect, Inc. provides no warranty or undertaking, and makes no representation of any kind that the Platform will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected. CrossConnect, Inc. assumes no responsibility for your promotions, endorsements or content.
9. Limitation of Liability: To the fullest extent permitted by applicable law, in no event will CrossConnect, Inc. or its affiliates, licensors, dealers or service providers have any liability arising from or related to your use of or inability to use the Platform or the content or for (a) any consequential, incidental, indirect, exemplary, special or punitive damages; or (b) direct damages in amounts that in the aggregate exceed four thousand dollars (\$4,000). The foregoing limitations will apply whether such damages arise out of breach of contract, tort (including negligence) or otherwise and regardless of whether such damages were foreseeable or CrossConnect, Inc. was advised of the possibility of such damages. Some jurisdictions do not allow certain limitations of liability so some or all of the above limitations of liability do not apply in such jurisdictions.
10. Money Back Guarantee:
 - a. Net LTV Created defined as Customer’s established Life Time Value (LTV) per customer multiplied by number of customers generated during agreement period.
 - b. Eligibility: Customer purchased plan eligible for Money Back Guarantee, Platform has not generated a minimum of 25 new customer leads as determined by the Platform during first 24 months of continuous service, and Business Customer meets all obligations in section 10.c.
 - c. Business Customer must meet all the following obligations. (i) Business Customer must use the Platform in compliance with the Business Terms and Conditions; (ii) Business Customer must be active in the Platform; (iii) Business Customer must be current on all Subscription Fees owed to the Company; (iv) Business Customer must set up a bank account within the Platform within the first 7 days of landing page activation (Real Estate Business Customer exempt); (v) Business Customer agrees to invite customer base to enroll in CrossConnect with the following: (A) Email invitation, templated provided by CrossConnect; (B) Text message invitation, template provided by CrossConnect; (C) Print invitation inclusion in billing mailing to customers, inclusion template provided by CrossConnect; (vi) Business Customer agrees to participate in ongoing cross marketing, in all of the following: (A) Link to CrossConnect on existing website; (B) Posting in office collateral material provided by CrossConnect; (C) Participate in minimum of (3) Contests to drive new leads; (D) Cross promoted in all printed materials; (vii) A minimum of 100 CrossConnect Users Favor Subscriber or 25% of total customers Favor the Business.
 - d. Refund: Customer refunded base service cost during first 24 months of continuous service minus Net LTV Created as defined in section 10.a.
11. Indemnification: You agree to indemnify, defend and hold harmless CrossConnect and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees, arising from or relating to your use or misuse of the Platform or your breach of this Agreement, including any failure to provide any prize with respect to any promotion or payment of any Converted Lead.
12. Disputes:
 - a. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$20,000, the party requesting relief may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. In the event a party elects such arbitration, they shall initiate such arbitration through an established alternative dispute resolution (“ADR”) provider mutually agreed upon by the parties. The ADR provider and the parties must comply

with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, and the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance or depositions by or of the parties or witnesses; and (c) any judgment on the award rendered by the arbitrator shall be final and may be entered in any court of competent jurisdiction. The arbitrator(s) shall only require the parties to disclose documents that they intend to rely on in presentation of their case at the hearing. All statutes of limitation applicable to any dispute will apply to any arbitration proceeding.

- b. For disputes over \$20,000, you agree that such disputes will be subject to arbitration proceedings administered by the American Arbitration Association (“AAA”) and conducted in accordance with the AAA Commercial Arbitration Rules, or such other administrator and rules as agreed by the Parties. The arbitration will be conducted at a mutually-agreed upon location in Portland, Oregon. The parties hereby waive any claim of *forum non conveniens*. All Disputes submitted to arbitration will be resolved in accordance with the Federal Arbitration Act (Title 9 of the United States Code. All statutes of limitation applicable to any dispute will apply to any arbitration proceeding. All discovery activities will be expressly limited to matters directly relevant to the dispute being arbitrated. Depositions will be limited to three individuals and to four hours or less. A judgment upon any award rendered in an arbitration may be entered in any court having jurisdiction.
13. Assignment: CrossConnect may assign or delegate this Agreement, including the Privacy Policy and the Contest Terms, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under this Agreement or the Privacy Policy or Contest Terms without prior written consent from CrossConnect, and any unauthorized assignment and delegation by you is void and ineffective.
 14. Notices: We may provide notices to you in multiple ways, and you agree that any of the following are sufficient methods for providing notices: (1) email, (2) notifications in the Platform, including pop ups, click throughs, banner notifications or similar notices, (3) email to the address provided with your account, (4) mailing address provided to us, (5) text message, if available.
 15. General Legal Terms: If any provision of this Agreement is determined to be illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect. This Agreement is governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern. The Platform is provided for access and use only by persons located in the United States. This Agreement and our Privacy Policy constitute the entire agreement between you and CrossConnect with respect to the Platform and supersede all prior or contemporaneous understandings and agreements, whether written or oral.
 16. Unsolicited Ideas: We do not accept, directly or through any employee or agent, unsolicited ideas of any kind, including those related to improvements or enhancements to our Platform or any feature or functionality of the Platform. If you send us unsolicited materials you understand and agree that we have no obligation to review, nor keep confidential and we will own and may use and redistribute such unsolicited ideas for any purpose without any obligation or compensation to you.
 17. Digital Millennium Copyright Act: The Digital Millennium Copyright Act provides recourse to copyright owners who believe that their rights under the United States Copyright Act have been infringed by acts of third parties over the Internet. If you believe that your copyrighted work has been copied without your authorization and is

available within the Platform in a way that may constitute copyright infringement, you may provide notice of your claim to the CrossConnect Designated Agent listed below. For your notice to be effective, it must include the following information: (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) A description of the copyrighted work that you claim has been infringed upon; (iii) A description of where the material that you claim is infringing is located within the Platform; (iv) Information reasonably sufficient to permit CrossConnect to contact you, such as address, telephone number, and, if available, an e-mail address at which you may be contacted; (v) A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) A statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

(vii) The Designated Agent is:

ATTN: Legal; DMCA

1721 Pioneer Ave, Suite 101, Cheyenne, WY, 82001

If your content or other information has been affected by reason of a notification under the DMCA, you may make a counter-notification pursuant to sections 512(g)(2) and (3) of the DMCA. You will be liable for damages (including costs and attorneys' fees) if you materially misrepresent that your content or your activity is not infringing the copyrights of others. When we receive a counter-notification, we may reinstate the material in question.

To file a counter-notification with us, you must provide us with a written communication sent to the CrossConnect Designated Agent identified above that sets forth the following items:

1. An identification of the URLs or other unique identifying information of material that CrossConnect has removed or to which CrossConnect has disabled access;
 2. Your name, address, telephone number, email address, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is, and that you will accept service of process from the person who provided notification under the DMCA or an agent of such person;
 3. A statement, under penalty of perjury, that you have a good faith belief that content at issue was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
 4. Your physical or electronic signature.
18. Early Adopter Benefits: The Early Adopter period runs until the CrossConnect Platform, CrossConnect iPhone application and CrossConnect Android based application are released to the public. During the Early Adopter period, benefits available are based on the purchased plan.
- a. Plans:
 - (i) Premium Partner Plan (\$2,376 due at signing, 24-month term): Early Adopter benefits: (A) Run 3 contests at zero cost (normally \$29 each); (B) Free access to cross promotional database (\$99 standard monthly pricing); (C) Money back guarantee; (D) Content creation costs waived (\$2,785 value); (E) \$299 per month price lock for life; (F) Featured Business in Platform if one of first two businesses in business vertical per zip code; (G) Set Up & Activation fees waived (normally \$495).

- (ii) Easy Entry Plan (\$495 due at signing, no term, month-to-month): Early Adopter benefits: (A) Run 3 contests at zero cost (normally \$29 each); (B) Free access to cross promotional database (\$99 standard monthly pricing); (C) Money back guarantee with 24 months of continuous service; (D) Content creation costs waived (\$2,785 value); (E) \$299 per month price lock for life; (F) Featured Business in Platform if one of first two businesses in business vertical per zip code
- (iii) Simple Setup Plan – 12 Months (\$0 due at signing, 12-month term): Benefits: (A) Run 3 contests at zero cost (normally \$29 each); (B) Free access to cross promotional database (\$99 standard monthly pricing); (C) Content creation costs waived (\$2,785 value); (D) Set Up & Activation fees waived (normally \$495); (E)) \$299 per month for 12-month term; (F) Term agreement starts upon delivery of 3 leads or 1 converted lead, whichever occurs first.