

LeadLocate New Account Terms of Service User Agreement

Terms Summary: • Upgrade, downgrade, or cancel service anytime • No long-term contracts • No setup or activation fees • No extra fees • Sign up as an individual or business • Easy online billing • Ability to split payments • Dedicated account manager • All services are sold as-is • No refunds

Your acceptance and payment constitute a digital/electronic signature applied to this document. If you proceed with this and any future transactions, it will be considered a willful signing act, and the resulting digital signature will have the same legal validity as an ink signature on a paper document.

LeadLocate Subscription Agreement, Payment Agreement, Service Contract, User Agreement, and Other - This agreement ("Agreement") is entered into to be effective as of this invoice by and between your business ("Subscriber," "You," or "Your") and LeadLocate ("Provider," "LeadLocate," "We," "Our," or "Us").

SECTION 1: RECITALS

1.1) The Provider offers subscriptions that allow subscribers to access and use the Software via Leadlocate.com or any other website notified to the subscribers from time to time (the "Services"). The Subscriber wishes to use the Services for the Subscriber's internal business purposes, and the Provider is willing to provide access to the Services for the Subscriber's internal business use, pursuant to the terms and conditions outlined herein.

1.2) The Subscriber acknowledges that they will adhere to all federal and state laws when using the software provided by the Provider and will consult with their attorney before using the software. The Provider and Subscriber acknowledge and agree that this Agreement shall become effective and enforceable immediately upon the aforementioned.

1.3) No express or implied guarantees of income or sales are made with the purchase of any LeadLocate services. Earning potential is entirely dependent upon the person using the service, the viability of their business model, the local sales zone demographic, their execution ability, and other variables. You agree that we are not responsible for the success, failure, or any other outcome of your personal business decisions. Now, therefore, in consideration of the mutual promises and covenants contained herein, the parties agree to the Articles as follows:

SECTION 2: SERVICES

2.1) LeadLocate is a web service, and there are no long-term contracts. However, because it operates through a website, the Provider will not issue refunds for the time the Subscriber has access to their account. It is similar to any software service or website hosting purchase – you pay for the time the account is open, and then you can cancel when you no longer wish to use it. All services are considered custom, and the Subscriber will not be entitled to full, partial, or any other type of refund. No express or implied guarantees of income or sales are made when purchasing any LeadLocate services. Earning potential is entirely dependent upon the person using the service, the viability of their business model, the local sales zone demographic, their ability to execute, and other variables. You agree that we are not responsible for the success, failure, or any other outcome of your personal business decisions.

2.2) Under the terms of this Agreement, the Provider provides software and sells subscriptions granting the Subscriber the right to access and use the LeadLocate

Platform via leadlocate.com or any other website specified by the Provider. Subject to the timely payment of applicable fees as specified under this Agreement, the Provider hereby grants the Subscriber a non-exclusive, non-transferable right to use the software for the duration of this Agreement. You the Subscriber agree not to share your login information with any 3rd party or any other person not listed on the account sign-up form under any circumstances.

2.3) The Provider may offer additional add-on services or custom programs that require additional terms. If additional terms apply to a specific order, they will be clearly listed on the payment invoice, along with a service/product description. All additional terms listed on the invoice are considered a written addendum to this Agreement and are fully binding.

2.4) The Subscriber grants LeadLocate non-exclusive rights to use any publicly available or supplied marketing assets to ensure proper account setup and function. This includes, but is not limited to, the use of logos, business names, graphics, trademarks, text, videos, web links, audio, and any other material deemed necessary to set up and maintain the Subscriber's account for the duration of the service.

2.5) When requested or deemed appropriate, the Subscriber gives LeadLocate permission to communicate with their leads in the LeadLocate CRM account on their behalf at any time for the duration of the service. This includes, but is not limited to, BDC services or quality control requests. LeadLocate may also perform routine account audits and security reviews, which will include reviewing all communications posted in the account, including, but not limited to, SMS text messages, emails, call recordings, call logs, credit applications, Deal Tracker messages, message attachments, file library content, and other data in the account.

2.6) Description of Services: Every account is customized to a specific location, dealership needs, and service type. As a subscriber, you have the option to upgrade, downgrade, or cancel services at any time.

Every service plan that includes LeadLocate's proprietary CRM will include the following base features: • 1 (one) User login ID and PIN • 1 (one) sales zone (20-50miles) • Dedicated phone number with SMS/MMS Capabilities • Unique marketing email address • Softphone Dialer • Texting interface • Email client • Integrated Contact manager (import your own Lists) | Customizable website with Lead calendar link • Internal File library to store promotional/video files • User Push to Phone Quick Access mobile notifications • Unlimited* manual Emailing, texting, & voicemail Drops • 50 SMS & 50 Email Subscription Codes • Bulk SMS & Email Marketing System (\$.02 per 1)* • Bulk Email & Phone List cleaning system (\$.01 per 1)* • Bulk Voicemail Drops Integration (\$.12 per 1)* • DNC list & Caller ID matching integration • Unlimited text and voice template library • No long-term commitments • Cancel anytime • No cancellation fees • Flat month-to-month subscription • Unlimited* 1:1 texting • Unlimited* 1:1 calling • Unlimited* 1:1 emailing • Unlimited* 1:1 voicemail drops

CRM ONLY SOFTWARE PLANS (Starting at \$199.00/month) - The CRM Only Plan includes a license to use our software. No marketing or leads are included. Use our software to manage your own leads, create lead generation funnels, start a referral network, build deals, and facilitate client communications. • 30 days of CRM service and 1 user login included • Interactive table design with contact management database • Deal Tracker interface for creating online sales presentations • Fully built customizable personal landing page website • SMS/Text

messaging automation and keyword chatbots • Chat-like email inbox with a follow-up scheduler • Online credit application link & SecureWebX software • Global template and a digital file library for easy follow-up • VOiP softphone and voicemail drop system integration • Built-in appointment calendar with automated task notifications • No long-term commitments

INBOUND LEADS (Starting at \$799.00/month) Buyer Leads (\$799/month): 40-60* Leads, 1 User Login, Automation, Sales Tools, and CRM (Talk to fresh and exclusive in-market leads.) All Impound Plans includes integration with our advertising feeds that generate leads for you. Generate 40-60* sales leads through our omnichannel feeds with the option to add an extra 40-60* leads for \$599. • Includes everything in the "CRM Only Plan" (\$199/m value) • 30 days of CRM service and 1 user login included • 40-60* prescreened leads are included with this plan • Add an extra 40-60* sales leads for \$599 at any time • Talk to in-market shoppers actively shopping in your area • Our autoresponder will make the 1st contact with leads for you • All leads are exclusive and never recycled or shared • Online credit application link & software is included • Personal website, Deal Tracker, and all Marketing tools are included • Unlimited 1:1 Texting, Calling and Emailing leads • No long-term commitments

PROSPECTING LEADS (Starting at \$999.00/month) Seller Leads (\$999/month): 1 20mi GEO Zone, 1 User, All Available Leads, Sales Tools, and CRM (Talk to local sellers looking to sell or trade.) The Prospecting Plan includes all available monthly prospecting leads within 20 miles, No long-term commitments, Cancel anytime, No cancellation fees, Flat month-to-month subscription, Unlimited Feed leads, 1:1 texting, 1:1 calling, 1:1 emailing, and 1:1 ringless voicemail PROSPECTING LEADS ARE PEOPLE LOOKING TO SELL, TRADE, UPGRADE, OR DOWNGRADE WHATEVER THEY CURRENTLY HAVE. (FOR SALE BY OWNER ONLINE LISTINGS WE COLD CALL, COLD TEXT, OR COLD EMAIL) Autopilot Automation - Our human-assisted A.I. will initiate conversations with your prospecting leads automatically on your behalf. You can turn on or turn off this function in your account settings dashboard. We collect For-Sale-By-Owner listings from local listing websites and organize them in your LeadLocate account. We will attempt to make the 1st contact on your behalf. We only make the 1st contact; you are responsible for following up and communicating with your customers. We do not negotiate or engage with prospecting leads outside of the 1st initial contact attempt through text, email, online chat, or platform-specific messaging system.

The number of leads delivered in a prospecting plan will depend on how specific or broad the dealer filtering requirements are, as well as how active the local market is. We cannot guarantee a specific number of leads in our prospecting plans. One 20 mile sales zone is included in the basic service plan. The user has the option to purchase additional sales zones of 20 miles for \$599 a month per zone.

HYBRID PLAN (Starting at \$1,599/month) Buyer & Seller Leads (\$1,599/month): 40-60* Inbound Leads, 1 20mi GEO Zone, All Prospecting Leads, 1 User, Sales Tools, and CRM (Talk to both buyers and sellers.) This plan is specifically designed for dealerships that are looking to increase sales and buy inventory from private sellers. With the hybrid plan, you get all the features included in the Inbound and Prospecting plans combined under one login. All standard CRM features are included. 30 days of CRM service - custom email address - local CRM phone number - leads management database - contacts management database - deal tracker technology - text messaging system - bulk texting (\$0.02 per message)* - texting chatbots - text automation - bulk voicemail drops (\$0.12 per message)* - bulk phone number validator (\$0.01 per number)* - email messaging system - bulk

emailing (\$0.02 per email)* - email automation - bulk email validator (\$0.01 per email)* - calendar management system - call log with call recording - reports - Do Not Call blacklist compliance - automated templates - ringless voicemail library - personal landing page website - online file library - user manager - control of account settings - online video training library. Skip a month for \$199.00/month for the first user + \$99.00/month for additional user(s) - add additional users for \$99.00/user/month. (Quality Control Policy: If it's not posted in your account, it did not happen.)

LEAD DATA ONLY (Starting at \$599.00/month) Lead Data Only (\$599/month): 40-60* Inbound Leads, Online/Text Delivery, No Sales Tools, no CRM (Plain lead data only.) Lead Data Only plans are designed specifically for dealers and salespeople who have an established CRM and follow-up process and only require raw lead data. Lead Data Plans do not include the LeadLocate CRM software or any of the CRM marketing tools like Deal Tracker or a personal website. The user will be responsible for managing communications and following up with leads using their own infrastructure. Lead Data Only leads are the same leads that are supplied to users in the Inbound or Prospecting plans that include LeadLocate CRM. The only difference is that the LeadLocate CRM is not included, and leads will be delivered through the SecureWebX Inbox service, which works similarly to an email service. The quality control process for lead quality verification is the same as for the Full-Service plan. However, since we do not have access to see your communication log with leads, you are required and agree to maintain complete records of all communications with leads. You agree to provide all communication records to our quality control team in the event that you request lead replacement due to a valid quality reason, such as the lead providing bad contact information, the lead being outside of your sales zone, or the lead not being in the market to purchase. The user does have the option to purchase additional sets of 40-60* leads for \$599 at any time.

SKIP A MONTH (Starting at \$199.00/month) The SKIP A MONTH option allows you to keep your account active without purchasing new leads. Your LeadLocate CRM, sales tools, and all saved files will remain active and accessible for the next month without any new leads being posted to your account. Whenever you are ready to start purchasing leads again, you can renew the service as usual by clicking on the "Renew Service" button under the Account Settings tab. The skip-a-month renewal option is not available to all accounts. Skip-a-month fees are non-refundable, just like any other service you buy from LeadLocate. The pricing for skipping a month will vary depending on the number of users assigned to your account.

CUSTOM ADD-ON ITEMS - Custom plans may include additional terms and provisions. Please refer to your service ticket or invoice for additional terms related to this master agreement. CUSTOM ADD-ON 1: Extra 40-60* Leads - ADD-ON TO EXISTING ACTIVE ACCOUNT - Add an extra 40-60* leads to an existing account. CUSTOM ADD-ON 2: 1 Extra User Add-on \$99.00/user/month. CUSTOM ADD-ON 3: Add an additional 20-50 mile sales zone to the Marketplace Prospecting account for \$599.00/zone/month.

Default buyer lead pre-screening questions: What type of vehicle are you interested in purchasing? A: {Text} How much money are you putting down? (\$1,000 minimum) A: {Text} How soon are you looking to purchase a vehicle? A: {Text}

Default seller lead pre-screening questions: What type of vehicle are you interested in selling? A: {Text} What is the mileage on your vehicle? A: {Text} Does your vehicle have a clean title? A: {Text}

*The lead count will vary depending on how engaged your local market is with our ads. In most cases, you will see upwards of 40-60+ leads, but we cannot guarantee a specific number of leads because we cannot predict how many people will be looking to buy a vehicle during your subscription period. Our leads are not VIN or brand-specific. We look for people who are actively shopping to purchase a vehicle within a selected market, not a specific vehicle. We cannot generate leads for individuals looking exclusively to buy a "Toyota Corolla LE" or people only looking to lease a new vehicle.

As a subscriber, you acknowledge and agree that not all leads generated will include a complete credit application. While we offer customers the opportunity to submit a credit application during the lead capture process, we do not require them to provide full credit application information. This approach is adopted to respect the comfort level of customers who may prefer to engage in direct communication with a salesperson before sharing detailed personal financial information. Should a customer decide to furnish a full credit application, this document will be delivered to you as a PDF file within your secure inbox, enabling processing through the dealership's credit software. It is important to note that we do not conduct credit checks on behalf of your dealership, nor do we prequalify or submit customer credit information to any financial institutions.

SECTION 3: SERVICE FEE

3.1) Any setup fees and subscription fees for the first subscription period of the term of this agreement shall be paid on the effective date. The subscription fee for all subsequent subscription periods of the term of this agreement shall be paid to the provider on the first day of each subsequent subscription period. The subscriber shall provide a valid credit card, ACH payment system information, bank account information authorized for automatic bill payment, or other acceptable methods of payment to the provider and shall take all necessary steps to authorize automatic payment of the subscription fee. By agreeing to this agreement, the client hereby authorizes the provider to automatically charge the said method of payment for all subscription periods during the term of this agreement.

SECTION 4: PILOT PROGRAMS AND PRODUCTS

4.1) During the term of the subscription purchased from the Provider, the Subscriber may opt-in to or receive complimentary pilot products or services. These offerings are provided as an extension of the Provider's ongoing research and development efforts, aimed at enhancing the quality and functionality of our core products and services. It is important for the Subscriber to understand that any pilot products or services received during the subscription term are not to be considered a permanent part of the core subscription package unless there is an explicit amendment to this contract, documented in writing. The Subscriber is advised against integrating any pilot products or services into their mission-critical business operations. Given the experimental nature of these offerings, the Provider reserves the right to discontinue support for any pilot products or services at any point, without prior notice. This precaution is recommended to mitigate any potential disruptions to the Subscriber's business processes should the pilot offerings be withdrawn or significantly altered. The intent behind offering these pilot products and services is purely to solicit feedback and refine our offerings, ensuring that we continually meet and exceed the expectations of our subscribers with our evolving suite of solutions.

4.2) Referral Program - As part of our CRM software, you have the option to enable a referral program where you reward clients who refer their friends and family to you. (Referrals do not count as LeadLocate leads.) We provide you with

the infrastructure to collect referrals from your clients. However, we do not fulfill the "Offers" you advertise. You are responsible for buying and delivering gift cards or "cash" offers to clients if they engage with your referral program offer and meet the requirements for a referral bonus. You, as a subscriber, are required to follow all state and federal laws when operating your referral program. You are responsible for maintaining OFAC records and issuing any tax documents to your clients where required by law. LeadLocate simply provides the infrastructure to collect referrals; all other aspects of operating the referral program are the subscriber's responsibility.

SECTION 5: CREDIT CARD CHARGES AND CREDIT CARD FRAUD PENALTIES

5.1) The Subscriber warrants that he or she is over 18 years of age, not subject to the Child Online Privacy Act, of legal age to enter into contractual agreements in the state in which he or she is present when making this purchase, and is the true and authorized owner of the credit card used to make this purchase. The Subscriber also warrants that he or she is authorized to enter into a business-to-business contract on behalf of the business they represent. Any Subscriber who violates any of these requirements may be liable for civil or criminal prosecution and agrees to pay liquidated damages of an amount equivalent to \$10,000.00 or the maximum allowed by law, whichever is greater, per fraudulent transaction, plus actual damages. The Subscriber agrees that all information collected by the Provider may be used for prosecution and may be turned over to law enforcement agencies, credit card companies, collection agencies, private investigators, and merchant service providers.

5.2) If the true and/or authorized owner of the credit card attempts to commit fraud upon the Provider, he or she authorizes each credit card company or merchant service provider to disclose to the Provider all information that could be construed as proof of credit card fraud. Any Subscriber who attempts to perpetrate fraud upon the Provider involving the use of a credit card hereby grants authorization for the Provider to access all credit information about the Subscriber from credit reporting agencies and also authorizes the Provider to discover all relevant information from any source about the fraudulent practices of the Subscriber. The Provider is also authorized to reveal such information to credit reporting agencies, credit card companies, merchant service providers, collection agencies, private investigators, and law enforcement agencies.

5.3) The Subscriber agrees that if he or she uses trickery to receive a refund, or if he or she causes a fraudulent dispute claim that results in a chargeback against the Provider's account, the Provider is authorized to re-charge the Subscriber's credit card that was used for the original purchase to the extent that will make the Provider whole. The Subscriber agrees to pay, in addition to actual damages and the original payment amount, liquidated damages of a minimum of \$500.00 to \$10,000.00 (determined by the Provider) or to the extent that will make the Provider whole or the maximum allowed by law, whichever is greater, for every separate fraudulent action the Subscriber commits. The Subscriber grants the Provider the authority to collect any past-due amount or outstanding fees by all legal means necessary.

5.4) The Subscriber understands and agrees that the Provider has a zero chargeback tolerance policy. The Provider sells digital products and services without any guarantees or warranties of any kind. You, as the Subscriber, understand and agree that you cannot breach this agreement due to your dissatisfaction or for any other personal reason. Any chargeback attempt to circumvent our no-refund policy will be viewed as a "willful act" of breaching the contract. Any claims regarding payment refunds, merchantability, credit card

fraud, credit card abuse, and others will be fully investigated and may be referred to local law enforcement or the FBI Internet Crime Division (IC3) for prosecution.

5.5) The Subscriber understands and agrees that the Provider will use all available resources to prove any case or dispute brought to a financial institution, arbitrator, or court. The Provider may use a mix of resources that may include, but are not limited to, audio voice recordings of phone calls, live meeting recordings, video recordings, SMS text messages, email communications, screen recordings, IP server logs, internal account logs, activity tracking tools, and others. At its own discretion, the Provider may share any such resources with any third party related to any dispute, investigation, or case.

SECTION 6: TERMINATION AND CANCELLATIONS

6.1) There is no cooling-off period. Once an invoice is paid, no refunds are issued under any circumstances. The term of this Agreement shall commence on the aforementioned date unless terminated by either party as provided herein. To cancel service, please stop your auto-billing at <https://billing.leadlocate.com> at least 10 days before the renewal date. For the login, use the same email address you used to make the first payment. If the Subscriber cancels the service by request or fails to pay the renewal invoice by the due date, the Provider shall terminate the account and delete all related assets associated with that account from LeadLocate servers one (1) day after the Subscriber fails to make a renewal payment or upon account expiration. To ensure there are no interruptions in your service, we may attempt to renew your service up to 10 business days before your account is set to expire, charging your saved card on file. Notwithstanding the foregoing, upon giving notice of termination of this Agreement, the Subscriber shall not make, and the Provider shall not accept, any further initiations. No refunds are ever issued for paid services as the Subscriber still occupies resources even if they are not actively using the services.

6.2) All service cancellations must be submitted exclusively through our official billing portal at <https://billing.leadlocate.com>. Cancellations will not be accepted by phone, voicemail, text message, or any other verbal or informal method. To be considered valid, subscribers must complete the cancellation process through the billing portal and receive written confirmation that the cancellation has been successfully processed. It is the subscriber's sole responsibility to ensure that this confirmation is received and retained for their records. If a subscriber fails to cancel their subscription through the billing portal, LeadLocate will continue to charge the associated payment method in accordance with our Terms of Service. No refunds will be issued for payments that are processed due to failure to cancel properly, regardless of account usage or CRM access. Please note that the CRM expiration date does not correspond to the billing schedule. While CRM access may extend to accommodate setup and activation delays from the original signup, billing will always recur on the same calendar day each month based on the subscriber's initial registration date. This means subscribers may have access to the CRM beyond their billing date, but this does not affect the billing cycle or justify refund requests. By using our service, you acknowledge and agree to this cancellation policy and understand that failure to follow the specified cancellation procedure does not exempt you from future billing obligations.

6.3) The Provider may discontinue the provision of service at any time for any reason. In the event of such termination, the Provider may choose to continue to perform the services referred to in this Agreement for any services being handled

by the Provider at the time this Agreement is terminated. The provisions of this Agreement shall continue to govern the rights and obligations of the parties with respect to such services, including, but not limited to, the Subscriber's obligation to make the payments called for in this Agreement.

6.4) The Subscriber agrees that they have carefully studied the leadlocate.com website and clearly understand how different services work. The Provider offers live demos, pre-recorded video demos, and other materials online to ensure that LeadLocate services will be a good fit for the Subscriber's needs. The Subscriber agrees that excuses like "I misunderstood" or "I imagined it differently" are not valid reasons to breach the contract. The Provider is available before the sale for a live screen-sharing demo call to ensure the Subscriber "understands" and doesn't have to "imagine" how the Provider's programs operate. The Provider is not responsible if the Subscriber assumes something without obtaining a clear, written explanation from the Provider before purchasing services.

6.5) The Subscriber understands and agrees that at any time, they may request the Provider to stop or pause generating leads, stop or pause running ads, and stop or pause any other purchased service(s). Upon receiving instructions from the Subscriber to stop or pause service(s), the Provider will, within a reasonable time determined by the Provider, comply with the request. Requesting the Provider to stop or pause any service(s) does not entitle the Subscriber to a full or partial refund. Refunds are not issued for any reason, as the funds received are immediately allocated and distributed among internal departments and/or third-party vendors critical to maintaining the service. As a Custom Service Provider, costs associated with maintaining and deploying subscribers' accounts cannot be recovered, regardless of the length of service access. Once an invoice is paid, no refunds are ever issued under any circumstances.

6.6) The Subscriber understands and agrees that the Provider may immediately and without prior notice terminate, suspend, or restrict access to any of the Provider's services, including paid-for services and/or services generally available via the World Wide Web, in the event of a breach of this contract, harassment, slander, libel, intimidation, or any other unethical or unprofessional behavior deemed inappropriate by the Provider. The Subscriber agrees to behave in a business-professional manner while engaging with the Provider's staff, vendors, and any other personnel. In the event the Provider terminates the relationship citing this provision, the Subscriber understands and agrees that they will not be entitled to a full or partial refund for any previous payments. Additionally, the Subscriber agrees to pay any and all costs associated with mitigating the incident that caused the termination. The Subscriber grants the Provider authority to collect any past-due amount or outstanding fees by all legal means necessary to make the Provider whole.

SECTION 7: INTELLECTUAL PROPERTY RIGHTS

7.1) The Subscriber acknowledges and agrees that none of the content generated or supplied by the Provider or its software should be considered custom or exclusive. The Subscriber does not own any rights to the software or content created by it. Ownership of all applicable copyrights, trade secrets, patents, and other intellectual property rights in the software shall remain vested in the Provider. All other aspects of the products, including, but not limited to, programs, methods of processing, design, email addresses, phone numbers, web applications, mobile applications, and the structure of individual programs and their interaction, as well as programming techniques employed therein, shall remain the sole and exclusive property of the Provider. These shall not be sold, revealed, transferred, disclosed, or otherwise communicated, directly or

indirectly, by the Subscriber to any person, company, or institution whatsoever, other than as expressly set forth herein. Any profits, business opportunities, or any other success generated from using the Provider's software or service are entirely for the Subscriber to keep, and no royalties or commissions need to be paid to the Provider. Any third-party content (including images, links, sites, text, etc.) is the property of their respective companies and owners.

SECTION 8: WARRANTIES

8.1) The warranties set forth in this agreement are exclusive and supersede all other warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Except as otherwise stated in writing, the Software and Products provided under this agreement are furnished to the Subscriber "AS IS," without any warranty of any kind, either express or implied. The Subscriber solely bears the entire risk regarding the quality and performance of the software and/or services provided under this agreement. Should the software or product prove defective, the Subscriber solely assumes the cost of all necessary servicing, repair, or correction, including, without limitation, any "debugging." Except as otherwise stated below, neither party makes any warranties of any kind or nature, whether express or implied, including, but not limited to, warranties related to information or business advice provided, outcomes based on information or advice provided, merchantability or mercantile quality, fitness for a particular purpose or use, or warranties or conditions arising by statute or otherwise in law.

8.2) No express or implied guarantees of income or sales are made when purchasing any LeadLocate services. Earning potential entirely depends on the person using the service, the viability of their business model, local sales zone demographics, their execution ability, and other variables. You agree that we are not responsible for the success, failure, or any other outcome of your personal business decisions.

8.3) Quality Control Policy: To qualify for lead replacement, the Subscriber agrees to log all activity related to each lead in the LeadLocate CRM platform. The Subscriber agrees that if an activity is not posted in the LeadLocate CRM account, for quality control purposes, it will be assumed not to have occurred. The Subscriber needs to use the platform for texts, emails, and calls to request quality assurance support. Without seeing messages going in and out of your account, we cannot troubleshoot your lead feeds or algorithm. Even if using another CRM, we request posting all communications to the lead's notes section. Communicating with leads outside the LeadLocate platform renders us unable to assist with quality-related support requests.

8.4) Quality Control Requests: All quality control requests must be submitted in writing via email to support@leadlocate.com or through our online ticket system at <https://leadlocate.me>. To qualify for lead replacement, the subscriber must show that they attempted to contact a lead a minimum of five (5) times using all available contact methods each time (SMS, email, and call) on different dates within the first seven (7) days of lead receipt. All attempts must be timestamped in the LeadLocate CRM without exceptions. Each request must include, where available, the date the lead was received, lead name, lead email, lead phone, and the reason for requesting lead replacement. Upon receipt of the quality control request, LeadLocate will conduct an investigation to verify the subscriber's claims. If verified to be true and the lead qualifies for replacement, LeadLocate will replace the lead. The provider reserves the right to deny any request that does not meet these criteria.

8.5) Quality Control Standards: LeadLocate utilizes an omnichannel mass-market lead generation strategy to generate leads. This means that we can connect to virtually every online advertising platform that you can think of. We drive your local web traffic to lead capture squeeze pages, where the leads are then captured and delivered to you. Every lead that you receive from us will be 1) a local customer within your set sales zone, 2) the contact information attached to the lead will be valid, and 3) actively shopping to buy a vehicle at the time of lead capture. We refer to this policy as the "3-Point Quality Test." If the lead passes this test, it is verified as a valid lead. We only verify these three data points; no other data can be added to this 3-Point Quality Test. If you receive a lead and any of the three points are verified as "false," for example, the client provided a fake phone number, the client is not in the market for a vehicle, or the client is located in another state, then that lead will be removed from your account and will not count against your lead count for that month.

8.6) Prescreening Questions: As part of our service, you can add custom prescreening questions to your lead capture forms. Some examples of prescreening questions are: "Do you have a minimum of \$1,000 for a down payment?" "Please estimate your credit score. Minimum 600 points." or "What is your budget for a monthly payment?" among others. These questions are designed to weed out any shopper who is not serious about purchasing a vehicle. However, these questions do not override our 3-Point Quality Test policy. We are not responsible if the lead overestimates their credit score, provides inaccurate income, is unsure of their 10-day payoff, or makes any other mistakes or misrepresentations when answering your custom prescreening questions. If the lead is reported as a "bad lead," quality control will only verify 1) that the lead is a local client, 2) that the contact information is valid, and 3) that the client is shopping to purchase a vehicle. Any additional information outside of our 3-Point Quality Test is not guaranteed.

8.7) Quality Control Abuse and Termination: The Subscriber understands and agrees that if they submit quality control requests without merit or use trickery to receive lead replacement, the Provider will immediately and without notice terminate the account. The Subscriber also agrees that if the account is terminated citing this provision, they will forfeit any payments made to date and will not be entitled to a full or partial refund. Furthermore, the Subscriber agrees to compensate the Provider for any monetary damages that exceed the amount collected by the Provider for products or services due to misconduct. No part of the Provider's Quality Control Policy overrides the no-refund policy, AS IS statement, limitation of liability, or any other section of this agreement. The Quality Control Policy exists solely to assist Subscribers with the procedures for requesting support related to quality concerns.

8.8) As a subscriber, you acknowledge and agree that we provide a guaranteed minimum of 40 to 60 leads for the base plan, contingent upon your agreement to maintain the default audience targeting settings within your LeadLocate account. You are granted the liberty to customize your account settings according to your preferences. However, we must inform you that any modifications to the lead generation process, including but not limited to changes to the default pre-screening questions, adjustments to the geographic targeting radius, or alterations to any other default account settings, will result in the rescinding of our guarantee regarding the minimum lead quantity.

Our default settings are configured based on industry best practices, and while we allow the flexibility to test or modify these settings, it is crucial to understand that such actions will nullify our commitment to delivering the

minimum quantity of leads as initially purchased. This encompasses any adjustments made to pre-screening questions, criteria alterations, or any deviations from the settings established upon account activation. This applies to all accounts and service plans, with no exceptions to this policy.

8.9) As a subscriber, you acknowledge that LeadLocate employs an omnichannel lead generation strategy, which necessitates advertising across multiple channels. This approach relies on third-party advertising providers, each of whom maintains their own set of policies and timelines regarding the display and management of advertisements. You understand that effective advertising results require time, and any modifications you make to your audience targeting may necessitate a period of data accumulation before adjustments can be observed in advertising performance.

By agreeing to these terms, you consent to a limitation wherein adjustments to your account's targeting settings may be made no more than once per monthly subscription period. This limitation is designed to ensure the stability and integrity of the data-driven optimization process. However, an exception is made during the first month of your subscription, permitting you to make changes to your audience targeting settings after the initial two weeks following account setup. This policy is uniformly applied to all lead generation accounts without exceptions.

8.10) Subscribers who opt to receive acquisition leads, specifically for the purpose of purchasing vehicles from the general public, are agreeing to our predefined audience target settings. Under these settings, leads generated will consist of local customers located within a 20-mile radius of the subscriber's dealership physical location. The vehicles associated with these leads will be no older than 10 years, possess less than 120,000 miles, and have a clean title. The default targeting settings are inclusive of all vehicle brands and models.

Subscribers have the flexibility to customize their targeting settings beyond these defaults. However, it is important to understand that any modifications made to these default settings will result in the forfeiture of our guarantee regarding lead quantity. This policy is strictly enforced and applies to all accounts without exception.

SECTION 9: LIMITATION OF LIABILITY

9.1) The Subscriber agrees that the Provider will not be held liable for damages from any cause of action whatsoever, regardless of the form of action. In no event shall the Provider be liable for lost profits or any indirect, incidental, consequential, or special damages of any nature whatsoever, including, without limitation, damages arising from the loss of use of the Software or products, costs of procurement of substitute products or services, lost data, lost profits or revenue, or for any claim or demand by the Subscriber or any third party, arising out of or related to the use and performance of the Software or the breach thereof, even if advised of the possibility of such damages.

9.2) The Subscriber expressly waives any and all claims for consequential, speculative, and unforeseeable damages resulting from the purchase or use of this product or from subsequent contact with the Provider or third parties. The Subscriber expressly agrees that no matter what may happen as a result of their purchase of this product, or no matter what damage may be allegedly or actually caused by the use of this product, or no matter the harm or damage that may result directly or indirectly from the purchase of this product, for any reason

whatsoever, the absolute maximum extent of the Provider's liability shall be an amount no greater than the purchase price of the product.

SECTION 10: RECORD KEEPING

10.1) You are required to keep all records of your communications and client permissions to contact. We are not obligated to retain or store any records from your account. Our systems purge data on a daily schedule, so it is recommended that you print, copy, and keep any required records after you make each contact. The subscriber agrees to follow all federal and local credit and lending laws when contacting leads. Refer to sections § 1002.1-§ 1002.16 of the CFPB. Each state may have specific record-keeping and/or privacy laws that you must obey when using our service. Please familiarize yourself with all local laws before you start using any LeadLocate products or services.

SECTION 11: ASSUMPTION OF RISK

11.1) The Subscriber agrees to accept all risks associated with the use of this product/service, including but not limited to ingestion or application to the Subscriber's person, personal or business use of the product, all applicable taxes and regulations, and all legal compliance issues related to this product. The Subscriber warrants an understanding that the Provider disclaims all liability for harm of any kind or nature caused directly or indirectly by this product. The Subscriber understands that leads might contain links or URLs that connect to other sites; the Subscriber is required to comply with the terms and conditions of the linked site when using that site, in addition to the terms herein. The Subscriber agrees to accept all risks associated with browsing third-party sites that are linked or generated by the Provider's LeadLocate application.

SECTION 12: PRIVACY POLICY

12.1) The Subscriber expressly accepts the terms of the Privacy Policy of the LeadLocate website. <https://leadlocate.com/sales-leads/privacy-policy>

12.2) We may contact you using SMS or automated calls to provide you with account updates. Terms and privacy can be found on our website. You may receive up to 12 messages per month. Message and data rates may apply. Reply "Stop" to stop or "Help" for help and terms. Messages and/or calls may be sent using an autodialer.

12.3) Any sales lead credit information you receive through SecureWebX.com or any other website we own should be treated as confidential. You must follow all federal and local laws when handling clients' private data. You assume all liability associated with securing the client's private information.

SECTION 13: FORCE MAJEURE

13.1) The Provider shall not be responsible for delays or failures (including any delays by the Subscriber in making progress in the pursuit of any Services) if such delays arise from causes beyond its control. Such causes may include, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, and severe weather. No payment will be refunded, but it will act as a credit for a future rescheduling.

SECTION 14: DROP OF SERVICE

14.1) LeadLocate relies on third-party websites to provide subscribers with its services. The provider adheres to the terms of service of all other websites. If the terms of service of a third-party website change in such a way that it becomes impossible to use that third party as a lead source, LeadLocate will

discontinue its service. In this event, LeadLocate will issue the subscriber a prorated refund based on the number of service days remaining. LeadLocate reserves the right to drop or cancel the subscriber's account or access to our software at any time, for any reason, without notice. If we suspect that you are using our services for spam or any other unethical or illegal activity, we will report you to the appropriate authorities and restrict subscriber access.

SECTION 15: LEGAL USE ONLY

15.1) The subscriber's business is liable for all telephone calls, emails, and SMS/text messages originating from their account. If you require a compliance solution or list scrubbing, consider one of our business partners that provide both National FTC and International DNC compliance services. For legal consulting, please contact your attorney. For more information, you can visit the following websites: FTC Website: <http://www.ftc.gov>, FCC Website: <http://www.fcc.gov>, DNC Registry: <https://www.donotcall.gov>, DNC Rules: <https://telemarketing.donotcall.gov>.

15.2) U.S. & National Compliance Reference - Telecom regulation is always changing. Ensure your company or nonprofit stays up to date with changes in telemarketing and outbound regulations by using a reputable attorney or compliance solution. For more information, please call 844-376-2274 or email support@leadlocate.com.

SECTION 16: A2P & DO NOT CALL REGISTRY

16.1) Some LeadLocate users are not required to access the National Do Not Call Registry and may access LeadLocate as an Exempt Organization if one or more of the following is true: Your organization is not subject to the jurisdiction of either the FTC or the FCC. For example, a non-profit charitable organization may qualify as an Exempt Organization, assuming it is indeed a non-profit. However, entities that have been granted tax-exempt status under the Internal Revenue Code are not necessarily classified as Exempt Organizations for the purposes of the National Do Not Call Registry. Reference cases such as FTC v. National Consumer Council, Inc., and FTC v. Debt Management Foundation Services, Inc., demonstrate that the FTC has successfully challenged the nonprofit status of organizations whose primary role was to generate leads for other firms that subsequently charged consumers substantial fees for their services.

16.2) Here is an example of an SMS written permission statement that you can add to your forms or site (consult your attorney for complete local and federal laws): "We may contact you using SMS or automated calls. Terms and Privacy can be found on our website. You may receive up to 12 msgs/month. Message and data rates may apply. Reply Drop to stop or More for help and terms. Messages and/or calls may be sent using an autodialer."

16.3) Legal Firms & Telecom Counsel: These legal firms specialize in national (and in some cases international) telecom regulation and compliance.
<http://www.copilevitz-canter.com/> <https://www.manatt.com/home.aspx>
<http://www.lockelord.com/> <http://www.olshanlaw.com/practices-Advertising-Marketing-Law.html>

SECTION 17: BEFORE YOU SIGN UP FOR SERVICE & EXPECTATIONS

17.1) Once we integrate your account into our ads network, we have no control over who clicks on our ads. We cannot prevent any segment of the general public from contacting you. Yes, we can fine-tune targeting, but ultimately, you will receive leads from whoever is the typical shopper in your area. We do not sell for you. You need to be capable of handling objections and coming up with

solutions to customers' unique circumstances on your own. We will send you leads of everyday people looking to purchase a vehicle from all walks of life. We expect you to treat everyone with the same level of respect and professionalism as you would your friends or family. Working with internet leads requires a lot of effort. If you are looking for "easy" sales, LeadLocate is not the right provider for you. Our internet leads are in-market shoppers generated from potentially hundreds of different websites. You will need to conduct a proper needs assessment with every lead and follow all best sales practices.

17.2) If you lack motivation or work ethic, our lead programs will not rectify this. If you are struggling with your existing leads or are uncomfortable talking to customers, purchasing more leads is not a solution to your problem. You might want to invest your resources in sales training before spending money on lead generation. We consider a lead to be valid if it is verified that: 1) The lead is a local customer within your set sales zone, 2) The contact information attached to the lead is valid, and 3) The lead was actively shopping to buy a vehicle at the time of lead capture. We do not verify credit scores, negotiate pricing, or follow up with leads for you. For example, if you can't get the lead financing because of your limited options at the dealership, there is nothing that we can do about that.

17.3) The number of leads from LeadLocate will vary depending on how engaged your local market is with our ads. In most cases, you will see upwards of 40-60+ leads, depending on your purchased plan. However, we cannot guarantee a specific number of leads, as we cannot predict how many people will be looking to purchase a vehicle during your subscription period. Our inbound leads are not VIN or brand-specific. We target people who are actively shopping to purchase a vehicle within a selected market, not a specific vehicle. We cannot generate leads exclusively for people looking to buy a "Toyota Corolla" or those only interested in leasing a new vehicle. You need to be self-disciplined to follow processes and be consistent with your follow-up. Our technology is 100% standalone. With hundreds of accounts, we do not monitor your leads or instruct you on how to do your job. We provide you with leads, and it is your responsibility to qualify them, overcome objections, and ultimately make the sale.

17.4) We expect you to be experienced enough to understand that requesting leads who have 800+ credit, \$10k down, and are willing to pay over MSRP is unreasonable. You understand that no marketing is ever perfect, and some months will be better than others. We do not make any guarantees, and no other respectable company will guarantee you sales or a certain level of success. We do not make any guarantees, as lead quality is subject to individual opinion, and we have no interest in arguing with our users about their definition of a "quality lead." You understand and agree that there are absolutely no guarantees with advertising/lead generation, and you were not promised or guaranteed any results. It is up to you to make it happen. We are a month-to-month service provider. If you are unhappy with us for any reason, you are not obligated to renew your service.

SECTION 18: RESPONSIBLE USE

18.1) The Subscriber agrees to familiarize themselves with any additional international, federal, state, or local laws governing their dialing activities. The Subscriber agrees to place any individual requesting DNC (Do Not Call) status on the Subscriber's account DNC list immediately. The Subscriber agrees to provide legal contact information in the initial greeting message of any outbound campaign. The Subscriber agrees to provide their own sound files for all outbound campaigns. With the ability to provide all data, the Subscriber agrees to dial

each campaign responsibly and courteously to the recipients for whom the campaign is intended. The Subscriber agrees to schedule campaigns responsibly and to avoid sending calls to lifeline services such as hospitals, fire, police, 911, or utility-related telephone numbers. The Subscriber agrees not to send any sales outbound broadcasts to recipients who have not consented to receive such a broadcast. The Subscriber agrees to use the DNC/opt-out features made available through LeadLocate (Blacklist). The Subscriber agrees to consult with an attorney before dialing any data they are unfamiliar with or if the legalities of dialing remain unclear to the Subscriber.

SECTION 19: ACQUIRING OR SENDING TO THIRD-PARTY MAILING LISTS IS PROHIBITED

19.1) Sending campaigns to contact lists acquired (purchased, exchanged, or loaned) from a third-party company will negatively impact deliverability and is strictly prohibited. As a result, email addresses must always be collected in a manner in which the recipient has explicitly opted in to receive communication. The use of lists that are bought, rented, or scraped from third parties is prohibited by law in most countries and is absolutely prohibited on the Provider's servers.

19.2) All your contacts should have provided explicit and provable consent to receive communication. This consent should be obtained through a confirmed ("double") opt-in system that clearly states the topic of the subscription on an online or offline form via a checkbox. This checkbox must not be pre-checked. In other words, all checkboxes must be unchecked by default, allowing users the opportunity to willingly opt in to receive communication.

19.3) All marketing campaigns must include a clear and concise link for recipients to easily opt out of receiving future communication. The link must be easy for anyone to recognize, read, and understand. On your end, the unsubscription request must be processed immediately, with no further emails being sent to the recipient from that point onward. In accordance with the LeadLocate Sending Policy, transactional and confirmation emails such as purchase orders, payment invoices, password resets, account creations, and similar do not require an unsubscribe link due to their nature.

SECTION 20: ONLY LEGAL AND LEGITIMATE INFORMATION CAN BE SENT

20.1) LeadLocate does not support the sending of any messages containing, promoting, referencing, or linking to unlawful, illegal, libelous, or defamatory content, or violence against any individual or group, or any other content that affects human rights. Furthermore, unless the sender provides sufficient and specific guarantees at LeadLocate's sole discretion, LeadLocate does not work with senders who promote activities including, but not limited to, the following, whether permitted by law or not: gambling, sexual or adult content, weapons and explosives, tobacco or tobacco-related products, drugs, political campaigns, hacking, penny stocks, forex trading, trading advice, payday loans, work-at-home offers, and schemes such as "get rich quick," "build your wealth," and "financial independence." LeadLocate also does not work with senders who send emails on behalf of third parties (including their own customers). Generally, your emails must not contain any information or content that LeadLocate, at its sole discretion, deems unsuitable or harmful to the reputation of LeadLocate, its affiliates, partners, customers, or users.

SECTION 21: CONSUMER INQUIRIES

21.1) The Subscriber shall respond to all consumer inquiries regarding their use of LeadLocate. The Subscriber shall not make marketing solicitations using LeadLocate to individuals who have requested not to receive such solicitations

from the Subscriber. The Subscriber may forward consumer inquiries involving the accuracy of the LeadLocate Data to LeadLocate. LeadLocate shall cooperate with the Subscriber to address any consumer issues that the Subscriber has made reasonable efforts to resolve.

SECTION 22: CONSUMER REPORTS

22.1) The Subscriber shall not use the data as a basis for determining consumer creditworthiness, consumer credit approval, or a consumer's eligibility for employment or insurance. The Subscriber shall not use LeadLocate data as the sole source for generating a consumer report as defined in 15 U.S.C. §1681a.

SECTION 23: DATA PROTECTION

23.1) The Subscriber shall maintain administrative, physical, and technical safeguards that are no less rigorous than accepted industry practices to prevent the unauthorized release of any lead or contact's personal identifying information (PII).

SECTION 24: TAX

24.1) The subscriber is responsible for all sales, use, and other applicable taxes or duties related to the purchase of the products or subscription services.

SECTION 25: GOVERNMENTAL REGULATION

25.1) In the event that any law or governmental regulation restricts LeadLocate's ability to provide the products or services, either party may terminate this agreement or the affected subscription schedules on the date such governmental regulation is enacted. Upon such termination, if required by law or governmental regulation, the subscriber shall destroy the affected LeadLocate data.

SECTION 26: CONFIDENTIAL INFORMATION

26.1) During the term of this Agreement, the parties may share confidential information with each other. The Recipient shall use the Discloser's confidential information solely for evaluating current or potential business opportunities between the parties. The Recipient shall disclose confidential information only to those individuals who need access for such purposes ("Representatives"). If any Representatives of the Recipient disclose or use confidential information other than as authorized by this Agreement, the Recipient will be liable to the Discloser for that unauthorized disclosure or use to the same extent as if the Recipient had disclosed or used the confidential information.

SECTION 27: SOURCE OF DATA

27.1) The Subscriber shall treat as confidential the fact that they receive data from or utilize LeadLocate, except in response to an inquiry from a consumer who is the subject of a particular record that includes LeadLocate data.

SECTION 28: LITIGATION

28.1) Attorney Fees - In the event of any litigation arising from or related to this Agreement, or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

SECTION 29: JURISDICTION AND VENUE

29.1) If any matter concerning this purchase is brought before a court of law, the Subscriber agrees that the sole and proper jurisdiction will be the State of California, at the courthouse closest to the Provider's physical address or the courthouse closest to an attorney or law firm retained by the Provider to

represent LeadLocate in the matter. In the event that litigation is in a federal court, the proper court will be the closest federal court to the Provider's physical address or a courthouse closest to an attorney or law firm retained by the Provider to represent LeadLocate in the matter. The Subscriber agrees that the Provider, LeadLocate, will be the sole party deciding in which court within the State of California any dispute or claim will be heard.

SECTION 30: PROVIDER CONTACT INFORMATION

30.1) DotNet Holdings LLC DBA: LeadLocate.com Mailing Address: 1401 21st St, Ste 4189, Sacramento, CA 95811 Phone: 844-376-2274 Fax: 866-429-5707 Email: support@leadlocate.com Online Support Ticket System: leadlocate.me

30.2) LeadLocate offices are located in California (Pacific Time Zone), and our business hours are from 9:00 AM to 6:00 PM, Monday through Friday (excluding federal holidays). You, the subscriber, understand that LeadLocate does not provide 24/7 phone support. Any account update requests must be made during regular business hours, which are from 9:00 AM to 6:00 PM Pacific Time, Monday through Friday. Any calls received outside of business hours will be handled by an answering service, and a message will be relayed to the appropriate department for follow-up on the next business day. For faster service, you have access to a 24/7 online support ticket system where you can submit requests at your convenience, and one of our account managers will follow up with you the next business day during regular business hours.

SECTION 31: MUTUAL NON-DISPARAGEMENT

31.1) As this is a business-to-business agreement, each party, including their respective agents, officers, employees, or directors, agrees to refrain from publicly disparaging, calling into disrepute, defaming, slandering, or otherwise criticizing the other parties or any of their products or services in any manner that could damage or otherwise degrade the business or reputation of the other parties, their products, or services in any business or other setting. Breach of this clause grants the compliant party the right to pursue all legal remedies against the breaching party.

SECTION 32: ENTIRE AGREEMENT

32.1) This Agreement contains the entire understanding between the parties, and there are no other commitments, agreements, or understandings between the parties other than those expressly set forth herein. This Agreement shall not be altered, waived, modified, or amended except in a document signed by the parties hereto.

In witness whereof, the parties have executed this agreement on the dates first above written, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.