

**Storm LLC**  
**TERMS OF SERVICE**

BY ACCESSING OR USING ANY PART OF OUR WEBSITE OR PRODUCTS, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO BE SO BOUND, DO NOT ACCESS OR USE THIS WEBSITE OR OUR PRODUCTS. YOU MAY ALSO BE ASKED TO RE-ACCEPT OUR THEN-CURRENT TERMS EVERY TIME YOU MAKE ANY USE OF ANY PRODUCT PROVIDED BY STORM LLC.

This Terms of Service agreement (“TOS” or “Agreement”) is a legally binding agreement made by and between Storm LLC (“Storm “we” or “us”) and you personally and, if you use the Products for business, your business entity (collectively, “Client” or “you”). This TOS governs your use of Storm Dialer products and all related web pages, portals and interfaces (collectively, the “Web Site”) and the products we offer on or through the Web Site (“Products”), so please read it carefully.

1. *Your Acceptance of the TOS:* You accept this Agreement when you (a) use the Web Site; (b) use or attempt to use the Products; (c) sign or submit your electronic signature to this Agreement; and/or (c) otherwise indicate your agreement through any other means. If you do not accept this Agreement, then you must not take any of the above actions.
2. *Eligibility:* No person under the age of 18 may use the Web Site or Products. Your use of the Web Site will be deemed to be a representation that you are 18 years of age or older. The Web Site and Products are meant for use by individuals residing within the United States only; others may not use them at this time.
3. *Products and Services:* Subject to the terms herein and upon payment in full by client of any then-applicable fees, Storm Dialer shall allow Client revocable, limited and non-exclusive license to use its telephone dialing and texting products (hereinafter “Storm Products” or “Products”). The Products are licensed, not sold to you for use as outlined under this Agreement. This license and grant is a non-sublicensable, non-transferrable, revocable, limited, license to use Storm Products only as set out herein.
4. *Fees & Payment:* Complete fee schedule can be found on resellers website.
5. *Data Sources and Ownership of Leads:* Storm is not a data broker or lead generator. Rather, the Storm Products are merely a technology platform—a “common carrier.” As such, Storm is not responsible and assumes no obligations regarding the source or accuracy of the lead data, which must be selected by Client. It is solely Client’s responsibility to select a compliant data source.
6. *Term & Termination:* This Agreement shall become effective on the date it is agreed upon by both parties. The initial term of this agreement shall be determined by the initial period for which the Client prepays. The available terms are either one (1) calendar month, three (3) calendar months, six (6) calendar months, or twelve (12) calendar months. The Agreement will then automatically renew unless it has been cancelled by either party in writing at least 30 days prior to the expiration of the initial term or of any subsequent renewal term. The subsequent renewal term will be for the same

length of time as the initial term. If Storm determines, in its sole discretion, that Client has or may have violated the law with regard to its marketing campaigns or its use of the Storm Products, Storm may immediately suspend or terminate this Agreement in order to protect itself.

7. *Compliance with Law*: Client is required to use the Web Site and Storm in full compliance with all applicable laws and regulations, including without limitation, all state, federal and international: (a) real estate professional licensee rules; (b) Do-Not-Call (“DNC”) list prohibitions; (c) telephone solicitor licensing and bonding requirements; (d) consumer cancellation rights; (e) wireless calling restrictions; (f) restrictions on the use of automatic telephone dialing systems and pre-recorded messages; (g) opt-out rules; (h) mandatory disclosures (i) intellectual property rights and restrictions; and (j) all other product and industry regulations. By making any use of the Products or Web Site, Client expressly warrants to Storm that Client is and shall continue to act in full compliance with the law. All Storm Dialer offers are void where prohibited by law. Client agrees that Client has read and understands the FTC’s Telemarketing Sales Rule (“TSR”) and the FCC’s Telephone Consumer Protection Act (“TCPA”), and all other applicable laws and regulations. Client should review these rules with Client’s own legal counsel to ensure that Client understands and is fully compliant. Storm does not assume responsibility for ensuring that Client’s marketing campaigns meet applicable legal requirements. Storm will not assume any liability if Client is ever held guilty or liable for any law violation. Notwithstanding the foregoing, Client acknowledges that Storm has and is taking active steps to ensure the compliance of its customers, including by having Client agree to these terms and otherwise.
8. *Cell Phones*: Client understands that the TCPA and similar laws may prohibit certain types of calls and messages to wireless phone without prior express written consent and agrees to assume all risks related to the same. Client should investigate such laws and only elect to call cell phone if Client is confident that it can legally do so.
9. *SAN Numbers & DNC*: (For telemarketing messages specifically) Client acknowledges that certain sellers and telemarketers may be required to purchase their own Subscription Account Number (“SAN”) to access the National DNC registry, including all area codes into which they call or transmit messages. Client agrees to obtain a SAN number and all applicable area codes, unless exempt. Client agrees to purchase and scrub against any applicable state or federal DNC list, unless exempt. Client shall refrain from marketing to any consumer who has opted-out by asking not to receive future marketing from Client. Client (and not Storm) shall be responsible for maintaining and enforcing an internal DNC list of consumers who have opted out of Client’s marketing.
10. *Do-Not-Call List Suppression*: (For telemarketing messages specifically) Client agrees not to place telemarketing calls to numbers on any then active state or federal Do-Not-Call (“DNC”) database or on their own internal, entity specific opt-out list. Client shall suppress all such DNC related numbers from its lists at least once every 30 days, or more frequently if required by law. Client shall retain proof of all such DNC suppression habits, along with a written DNC policy and records demonstrating Client enforced the same. The only exceptions to this provision shall be if either the calls will be

exclusively non- telemarketing/advertising, as defined by law, or if Client demonstrated that it has well-documented proof of the call recipient's prior express written consent to be called. At Storm's option, it may also require Client to obtain a commercially reasonable reassigned number suppression/scrub services to determine whether the person who consented still owns the number to be called may also require Client to obtain a commercially reasonable reassigned number suppression/scrub services to determine whether the person who consented still owns the number to be called.

11. *No Legal, Financial or Tax Advice Provided*: No financial, legal, or tax advice or counsel is given, or shall be deemed to have been given by Storm or its affiliates and contractors.
12. *Indemnification*: Client shall assume, pay, indemnify, hold harmless and reimburse Storm and its owners, employees, agents, affiliates, contractors, successors and assigns for any and all liabilities, damages, claims, suits, settlements, judgments, investigations, costs, and expenses (including reasonable attorney's fees and court costs) directly or indirectly incurred by Storm to the extent the same are related in any way to this Agreement or to Client's use of the Products. Upon receipt of any demand or claim by Storm related to Client, Storm may elect to turn the defense and resolution of such claim over to Client, who shall then bear all costs and expenses and shall promptly investigate and settle or otherwise resolve any such claim to Storm's full satisfaction. Alternatively, Storm may elect to defend any such claim on its own and then to obtain reimbursement from Client on an ongoing basis or at the conclusion of the matter. In either case, Storm and Client shall cooperate and share necessary information in any such defense. Client realizes that Storm may be required by law to provide certain information about Client if Storm receives a subpoena from a court or regulator with competent jurisdiction.
13. *Limitation of Liability*: Neither party shall be liable for any consequential, incidental, special or indirect damages (including, but not limited to, loss of profits, goodwill, use, data, or other intangible items) even if the other party has been advised of the possibility of such damages or losses. Storm is not responsible for any failure of a third-party DNC or wireless list provider to deliver its data accurately, completely or in a timely way, Storm is not responsible for damages resulting from improper or incomplete use by Client of Storm Products. With respect to any other damages, Storm's liability hereunder shall in no event exceed an amount equal to the amount actually paid by Client to Storm in the month prior to a claim being made, regardless of the basis for the claim. Client understands that this is a significant limitation on Client right to sue Storm and Client should not proceed if Client does not agree. Storm shall not be bound by any typographical or other error or misprint in its marketing materials or online purchase websites, so long as Storm provides prompt notice of any such error and corrects the same, upon discovery.
14. *Warranties*: Except as otherwise provided herein, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL STORM DIALER OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE OF OR INABILITY

TO USE THE PRODUCTS, EVEN IF STORM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. *Intellectual Property*: The Storm Products and all copyrights, patent rights, trade secret rights, trademarks, service marks, logos, and all other current and future intellectual property and proprietary rights in whole or in part related thereto (collectively, "Intellectual Property") are expressly reserved to Storm and Client specifically acknowledges that this Agreement does not confer upon Client any interest in the Intellectual Property or any right to use any trademark or service mark of Storm. Client acknowledges that the Intellectual Property is protected by state, federal and international copyright laws and treaties and Client hereby prospectively waives any challenges to the existence, ownership and enforceability the same. Client shall not alter the Intellectual Property or trademarks provided by Storm under this Agreement and Client shall not use such proprietary content, components, and information except as expressly permitted by this Agreement. Client agrees not to directly or indirectly, attempt to, copy, create derivative works of, decompile, derive the source code of, disassemble, modify, reverse engineer, the Intellectual Property or register or use the trademarks any other marks that are confusingly similar to the Storm trademarks. Client acquires no rights to the Intellectual Property, and Client hereby assigns and transfers to Storm all rights that it may acquire in and to the Intellectual Property, whether by operation of law or otherwise.
16. *Legal Relationship*: By this Agreement, no agency, employment, ownership, partnership, or joint venture relationship is formed by the Parties beyond that of independent contractors.
17. *Non-Circumvention*: During the term of this Agreement, Client will not make any deal with, or otherwise become involved in any transaction similar to this Agreement, with any third party without the prior written permission of Storm Dialer. Any attempt to circumvent Storm directly or indirectly, by Client is prohibited.
18. *Non-Solicitation*: While this Agreement is in effect and for a period of at least 1 year after termination, neither party shall solicit for employment any employee or contractor of the other.
19. *Choice of Law & Venue*: This Agreement shall be governed by and construed according to the laws of the State of Utah, without giving effect to normal choice-of-law and conflict-of-law principles. The parties agree that the State and Federal courts residing in Utah County, Utah, shall have exclusive jurisdiction and venue over any legal dispute between the parties (with the exception of claims for injunctive relief regarding misuse of Intellectual Property which can be brought in any court having jurisdiction). The parties consent to such jurisdiction at this time. The prevailing party in any legal dispute between the parties shall be entitled to their reasonable attorney's fees and court costs.
20. *Notices*: All notices which may or shall be given under this Agreement shall be made either by certified mail to the last known business address of the party to which the notice is intended. If either party has changes its address, a written notice thereof shall be given to the other party.
21. *Modification of Agreement*: The Parties agree that this Agreement may only be modified with the written consent of all Parties.

22. *Non-Waiver*: The parties agree that the failure of any party to take an action under this Agreement or the waiver of a breach of this Agreement shall not affect the party's rights to require performance hereunder or constitute a waiver of any subsequent breach.

23. *Entire Agreement*: This Agreement, along with any addendum, schedule or exhibit incorporated by reference, constitutes the entire understanding and agreement of the parties with regard to the subject matter hereof and supersedes all prior and contemporaneous communications, understandings and agreements, either written or oral.

24. *Survival*: Any provision of this Agreement, which by its nature, would naturally survive the termination of this Agreement, shall expressly survive any termination, including without limitation, those provisions related to indemnity, compliance with law, intellectual property, non-circumvention and notices.

25. **MODIFICATIONS: STORM RESERVES THE RIGHT TO MAKE CHANGES TO THESE TERMS AT ANY TIME. YOUR CONTINUED USE OF THE WEB SITE OR PRODUCTS CONSTITUTES ASSENT TO ANY NEW OR MODIFIED PROVISION OF THIS AGREEMENT THAT MAY BE POSTED ON THE WEB SITE. STORM WILL ACT IN GOOD FAITH TO UPDATE CLIENT ABOUT CHANGES TO THESE TERMS EITHER VIA EMAIL OR BY CONSPICUOUS POSTING ON THE WEB SITE.**

26. *Password and Account Security*:

- *Registration*. If you have not already done so, you may create your own account on the Web Site by completing the online registration and membership processes on the Web Site, and you must do so if you would like to make a purchase. In doing so, you must provide us with accurate and complete registration information, and update it if this information changes. It is particularly important to keep the email address associated with your account current because although you may be able to log into your Web Site account using an old email address, you will not be able to receive messages from us about your account or other matters.
- *Accounts and Passwords*. We will create an account for you and assign you, or allow you to select, a password. You must keep your password confidential. You will be responsible for all use of your password, including, without limitation, any use by any unauthorized third party. You must notify us immediately if you believe your password may be used by any unauthorized person or entity. For security purposes, we recommend you change your password often. Under no circumstance should you respond to a request for your password. Our employees will never ask for your password in any manner via any means of communication. You must notify us immediately if you receive such a request.

27. *Prohibited Conduct*: In your use of the Web Site, you may not: (i) infringe any patent, trademark, trade secret, copyright, right of publicity or other right of any party; (ii) disrupt or interfere with the security or use of the Web Site or any web sites linked to the Web Site; (iii) interfere with or damage the Web Site, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing or electronic mail address information, or similar methods or technology; (iv) impersonate another person or entity, misrepresent

your affiliation with a person or entity, including (without limitation) us, or use a false identity; (v) attempt to obtain unauthorized access to the Web Site; (vi) engage, directly or indirectly, in transmission of spam, chain letters, junk mail or any other type of unsolicited solicitation; (vii) collect, manually or through an automatic process, information about other users or the Web Site without their or our express written consent; (viii) submit false or misleading information to us; (ix) violate any law, rule, or regulation; (x) engage in any activity that interferes with any third party's ability to use or enjoy the Web Site; or (xii) assist or encourage any third party in engaging in any activity prohibited by this Agreement.

28. *Third-Party Services:* We may use third parties to provide certain services accessible through the Web Site and may provide links to third-party web sites. We do not control those third parties, their services, or their parties may have their own terms of use and other policies.
29. *Linking and Framing:* You may not deep link to portions of the Web Site, or frame, inline link, or similarly display any of our property, including, without limitation, the Web Site. You may not use any of our logos or other trademarks as part of a link without express written permission.
30. *Comments:* All comments, feedback, suggestions, ideas, and other submissions that you disclose, submit or offer to us in connection with your use of the Web Site (collectively, Comments) will become our exclusive property. Such disclosure, submission or offer of any Comments shall constitute an assignment to us of all worldwide right, title and interest in all patent, copyright, trademark, and all other intellectual property and other rights whatsoever in and to the Comments and a waiver of any claim based on moral rights, unfair competition, breach of implied contract, breach of confidentiality, and any other legal theory. You will, at our cost, execute any documents to effect, record, or perfect such assignment. Thus, we will own exclusively all such right, title and interest and shall not be limited in any way in the use, commercial or otherwise, of any Comments. You should not submit any Comments to us if you do not wish to assign such rights to us. We are and will be under no obligation: (i) to maintain any Comments in confidence; (ii) to pay to you or any third party any compensation for any Comments; or (iii) to respond to any Comments. You are and shall remain solely responsible for the content of any Comments you make.

You accept and are bound in both your individual capacity, and also to bind every business entity for which you use the Products.