

USER END LICENSE AGREEMENT

This End User License Agreement and incorporating Subscriber User Agreement ("Agreement") governs your access to and use of the Services (as defined below) and any Services Content (as defined below) therein provided by Referee, Inc.

The Company is a cloud-based software-as-a-service (SaaS) corporation that stores and shares basic employee reference data with verified sources (employers) for the purposes of assisting the human resource representatives thereof (the "Authorized Users") in electronically verifying select information associated with persons seeking an employee or independent contractor role with the User (individually, an "Applicant" and collectively, "Applicants").

The Company offers certain Services (as defined below) through its cloud database known as the Recorded Employee Filling System (R.E.F.S.)TM.

The User wishes to use the Services offered by the Company for its internal business purposes, specifically by its Authorized Users to verify select applicant information electronically.

As used herein, the "Services" shall mean the delivery of the following tools by Company to you:

Electronic Employment VerificationTM tool used in electronically cross-referencing an applicant's employment experiences without making any phone calls or sending any emails and without the need for sensitive applicant information and Data Share which allows the Authorized Users to securely share basic reference data related to an Applicant by uploading it into an encrypted cloud-based system (R.E.F.S.TM) where other related subscribers can access it through the utilization of the Electronic Employment VerificationTM tool ("Data ShareTM").

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT TERMS THAT AFFECT YOU AND YOUR ACCESS TO AND USE OF THE SERVICES. BY ACCESSING AND USING THE SERVICES AND THE SERVICES CONTENT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND THE COMPANY'S TERMS OF SERVICE, DO NOT ACCESS OR USE THE SERVICES OR THE SERVICES CONTENT. COMMENTS OR QUESTIONS REGARDING THIS AGREEMENT MAY BE DIRECTED TO THE CONTACT PROVIDED IN SECTION 18 BELOW.

In the event of any conflict between the terms of this Agreement and the terms in the Terms of Service with respect to the Services or the Services Content, this Agreement shall prevail.

This Agreement is a binding agreement between you and the Company, and you are solely responsible for your use of the Services and any data, information, materials, statements, prospectus, analysis or other content ("Services Content") made available to you in connection with the Services (and which you make available to the Company and other third parties through Data ShareTM) to be performed by the Company and the Services Content. Company reserves the right to add, modify or delete any Services Content at any time and from time to time, and has no duty to update such Services Content or to notify you that any Services Content has been updated. You hereby represent to Company that the individual who agrees to this Agreement on your behalf has all requisite legal and corporate power to execute and deliver this Agreement to the Company, such that this Agreement shall become your legal and binding obligation.

- 1** Consent to Electronic Communications. Company may be required by law to send communications to you that pertain to the Services and your use thereof. By using the Services, you consent to receive these communications electronically (e.g., via email, through the Company's website or email platform).
- 2** User Accounts and Account Security. Upon receiving an invitation from the Company, you will need to register for an account to access the Services. By registering for an account, you represent that you have provided accurate account information and shall promptly update this information if it changes. You also must maintain the security of your account (for example, by not using the same password on other services) and promptly notify the Company if you discover or suspect that someone has accessed your account without your permission. You agree not to disclose or share your password or login credentials with any third party. You are responsible for all activities that occur in connection with your account and accept all risks of unauthorized access.
- 3** Rights to Access and Use the Services and Services Content. Subject to the terms and conditions of this Agreement and any similar restrictions contained in any Services Content, the Company grants you permission to access and use the Services on any electronic device ("Device") that you own or control. Any Company software that updates, supplements or replaces the original Services or Services Content is governed by this Agreement unless separate terms accompany such update, supplement or replacement, in which case such separate terms will govern in the event of a conflict with this Agreement or as otherwise provided in such separate terms.
- 4** Restrictions on Access and Use. This Agreement states the entirety of your rights with respect to the Services and Services Content and the Company reserves all rights in and to the Services or Services Content not expressly granted to you in this Agreement. The license granted to you in Section 3 does not allow you to do any of the following: (a) use the Services or Services Content on any Device you do not own or control; (b) distribute, copy, license, rent, sell, resell, publish, lease or otherwise transfer the Services, the Services Content or any other proprietary materials or information of the Company to any third party (except as described in Paragraph 6 in relation to Services Content); (c) reverse engineer, decompile, disassemble or attempt to discover any source code or trade secrets related to the Services, Services Content or any other proprietary materials or information of the Company; (d) modify, alter or create any derivative works of the Services or Services Content; (e) remove, alter or obscure any copyright, trademark or other proprietary rights notice on or in the Services or Services Content; (f) work around any technical limitations in the Services or Services Content; or (g) use the Services or Services Content for purposes other than your own personal use (except as described in Paragraph 6 in relation to Services Content). Unless stated in this Agreement or otherwise by the Company, nothing in this Agreement shall be construed as conferring any right or license to intellectual property rights, whether by estoppel, implication or otherwise. If you breach any of these restrictions, you may be subject to prosecution and liability for damages. Your right to access and use the Services and any Services Content are revocable at any time.

USER END LICENSE AGREEMENT

You may not use or otherwise export or re-export the Services or Services Content, except as authorized by United States law and the laws of the jurisdiction in which the Services or any Services Content was obtained. In particular, but without limitation, the Services and the Services Content may not be exported or re-exported to (a) any U.S. embargoed countries; or (b) anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By accessing and using the Services or Services Content, you represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties. You will comply with all applicable laws, rules and regulations, including, but not limited to, U.S. export control laws.

5 Ownership of the Services. The Services and Services Content are made available, but not sold, to you. The Services and Services Content are the valuable property of the Company and its licensors and is protected by copyright and other intellectual property laws and treaties. The Company, and its licensors, own all right, title and interest in and to the Services and Services Content, including all copyright and other intellectual property rights therein. The Company reserves all rights not expressly granted to you herein.

6 Confidentiality. You acknowledge and agree that the Services and all Services Content are the Company's confidential and proprietary information and constitute Confidential Information as defined below. You will not use any means to disclose, publish or distribute to any person or entity any Confidential Information or any other materials made available through the Services.

7 "Confidential Information" means any information, whether made available to you via the Services and whenever provided to you (prior to the date hereof, as of the date hereof and subsequent to the date hereof), that is not generally available to the public, including without limitation, information relating to trade secrets, products, services, finances, business plans, marketing plans, legal affairs, suppliers, clients, potential clients, prospects, opportunities, contracts and assets of the Company or its affiliates.

Consent to Data Practices; Privacy Policy. Without limiting any disclosures in the Company's Privacy Policy, the Company may collect, use and share information about you, including, but not limited to, information about your use of the Services, Services Content, Device, location, system and application software, and peripherals, that is gathered in connection with your access to and use of the Services or Services Content.

8 Support Services. The Company provides end user support at RefereeInc.com or 833-879-7333 ext 807.

9 No Warranty. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE THAT (A) THE SERVICES AND SERVICES CONTENT MAY CONTAIN BUGS, ERRORS AND DEFECTS; (B) USE OF THE SERVICES AND SERVICES CONTENT IS AT YOUR SOLE RISK; AND (C) THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE AND ACCURACY OF THE SERVICES AND SERVICES CONTENT IS SOLELY WITH YOU, AND (D) SERVICES CONTENT MAY BE INCOMPLETE OR INACCURATE, MAY CONTAIN ERRORS OR MAY HAVE BECOME OUT OF DATE. ACCORDINGLY, THE SERVICES AND ALL SERVICES CONTENT ARE PROVIDED "AS IS," "AS AVAILABLE," WITH ALL FAULTS, DEFECTS AND ERRORS AND WITHOUT WARRANTY OF ANY KIND. THE COMPANY DISCLAIMS ALL WARRANTIES (EXPRESS AND IMPLIED AND ARISING BY LAW OR OTHERWISE) REGARDING THE SERVICES AND ALL SERVICES CONTENT AND ITS PERFORMANCE OR SUITABILITY FOR YOUR INTENDED USE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS, ACCURACY OR CURRENTNESS OF SERVICES CONTENT AND NON-INFRINGEMENT. THE COMPANY SHALL HAVE NO LIABILITY OF ANY KIND FOR THE USE OF, OR INABILITY TO USE, THE COMPANY OR SERVICES CONTENT OR FOR ANY LOSS OF DATA. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR SERVICES CONTENT WILL BE DELIVERED FREE OF ANY INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS (COLLECTIVELY, "FAULTS") OR IN A SECURE MANNER OR THAT ANY FAULTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE COMPANY OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY WARRANTY. IN THE EVENT THAT THE SERVICES OR SERVICES CONTENT IS DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SERVICES CONTENT MAY INCLUDE CALCULATIONS OR FIGURES THAT HAVE BEEN PREPARED INTERNALLY AND HAVE NOT BEEN AUDITED OR VERIFIED BY A THIRD PARTY. USE OF DIFFERENT METHODS FOR PREPARING, CALCULATING OR PRESENTING INFORMATION MAY LEAD TO DIFFERENT RESULTS AND SUCH DIFFERENCES MAY BE MATERIAL. CERTAIN INFORMATION CONTAINED THEREIN MAY BE BASED ON OR DERIVED FROM INFORMATION PROVIDED BY INDEPENDENT THIRD-PARTY SOURCES. THE COMPANY MAKES NO REPRESENTATIONS THAT IT HAS VALIDATED ANY SUCH INFORMATION, OR TO THE COMPLETENESS, CURRENTNESS, OR ACCURACY OF SUCH INFORMATION.

10 Company Professionals. The Confidential Information included in the Services Content may include studies, reports and other documents of third parties retained by the Company, including without limitation outside accountants, auditors, attorneys, appraisers, experts and consultants to the Company (collectively, "Company Professionals"). You release the Company Professionals and any of their affiliates or any of their respective directors, officers, shareholders, partners, members, employees or advisors ("Related Parties") from and against, and you waive, any and all claims, rights, causes of action, damages, losses, settlements, judgments, costs, expenses and liabilities of any kind that you have, or hereafter may or shall have, in connection with the Confidential Information authored by such Company Professional, any information contained therein or omission therefrom or any discussions related thereto.

11 Indemnification. To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless the Company and the Company's respective past, present and future employees, officers, directors, contractors, consultants, equity holders, service providers, parent companies, subsidiaries, funds, clients, affiliates, agents, representatives, predecessors, successors and assigns (the "Company Parties") from all losses, claims, whether in tort, contract or otherwise ("Claims"), costs and expenses (collectively, "Losses") of any Company Party arising out of, in connection with, resulting from or based on allegations of (i) a breach or alleged breach of your obligations under this Agreement or (ii) any third party's Claims of any kind, including damages to property or personal injury, that arise from or relate to your access or use of the Services or Services Content. In the event of any third party Claim that the Services, or your use thereof, infringes any intellectual property rights of a third party, you agree to contact the Company promptly and directly. You will cooperate with the Company Parties in defending such Claims. Company Parties shall have control of the defense or settlement of any third party Claims. This indemnity is in addition to, and not in lieu of, any indemnities set forth in any other written agreement between you and the Company

USER END LICENSE AGREEMENT

- 12** **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, LOSS OR DIMINUTION IN VALUE OF ASSETS OR SECURITIES, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO YOUR ACCESS OR USE OF THE EXCHANGE OR SERVICES CONTENT (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY SERVICES CONTENT OR OTHER INFORMATION OBTAINED FROM THE COMPANY, OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO THE COMPANY'S RECORDS, PROGRAMS OR SYSTEMS), REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE).
- TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF THE COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT ARISING OUT OF OR IN ANY WAY RELATED TO THE EXCHANGE OR SERVICES CONTENT EXCEED TEN DOLLARS (\$10.00).
- 13** **Term; Termination.** This Agreement will begin from the date you first access or use the Services and will continue until the Company elects, in its sole discretion, to terminate this Agreement (you will be notified of any such termination). Your account may, in the Company's sole discretion, be automatically deactivated after an extended period of inactivity. Notwithstanding anything contained in this Agreement, the Company reserves the right, without notice and in our sole discretion, to terminate your right to access or use the Services or Services Content, and to block or prevent your future access to and use of the Services or Services Content.
- 14** **Governing Law; Arbitration.** This Agreement will be governed and construed under the laws of the State of California without regard to conflicts of law provisions. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be determined by arbitration administered by and in accordance with the Streamlined Arbitration Rules and Procedures ("Rules") of the Judicial Arbitration and Mediation Services ("JAMS"), which are available on the JAMS website and hereby incorporated by reference. You either acknowledge and agree that you have read and understand the rules of JAMS or waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason. The number of arbitrators shall be one. The place of arbitration shall be Santa Ana, California.
- 15** **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to your use of the Services and your accessing Services Content through the Services.
- 16** **Severability.** If any term, clause or provision of this Agreement is held invalid or unenforceable, then that term, clause or provision will be interpreted to mean its maximum enforceable effect pursuant to applicable law so as to effect the intent of this Agreement, and will otherwise be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of this Agreement.
- 17** **Contact.** If you have any questions or concerns regarding the Services, Services Content or this Agreement, please contact

The Company at:

Referee, Inc.
43824 20th Street West #2012
Lancaster, CA 93534
Legal@RefereeInc.com

Subscriber's Business Name

Owner or Officer's Name

Subscriber's Email and/or Account Number

Signature

Date

SUBSCRIBER USER TERMS AND CONDITIONS

19. The Services

19.1. The Subscriber acknowledges that as a legally constituted organization and with a limited scope, the Company is only authorized to offer the following products through its R.E.F.S.™ and that the Subscriber expects nothing more than the following from the Company:

- i. Patent-pending Electronic Employment Verification™ tool used in electronically cross-referencing an applicant's employment experiences without making any phone calls or sending any emails and without the need for sensitive applicant information.
- ii. Data Share™: A patent-pending application that allows the Authorized Users to securely share basic applicant reference data by uploading it into an encrypted cloud-based system (R.E.F.S.™) where other related subscribers can access it through the utilization of the Electronic Employment Verification™ tool.

20. Subscription

20.1. The Subscriber confirms that upon granting it access to use the Services offered by the Company, the Subscriber shall expect only a limited, non-exclusive, and a non-transferable right to access and use and that the Subscriber shall permit the Authorized Users to access and use the Services only for the Subscriber's internal business use.

20.2. The Subscriber further confirms that the Services shall not be used by the Subscriber and/or its Authorized Users for, or on behalf of, any third party that is not party to this Agreement.

20.3. The Subscriber agrees that it shall use its best efforts in ensuring that the Authorized Users use the Services pursuant to the terms of this Agreement.

20.4. The Subscriber acknowledges that its right to using the Services will be web-based in accordance with the terms of this Agreement.

20.5. The Subscriber acknowledges that by submitting an application for Subscriber services and/or at all times while using the Services of the Company, the Subscriber and/or any and all of its Authorized Users shall be bound by the terms of this Agreement.

20.6. Multiple user functionality is included with premium Phoenix™ plan status only. Downgrade from Phoenix™ will result in loss of multiple user login functionality and all accompanying associated additional usernames.

20.7. The Subscriber agrees to conduct ethical searches (i.e. do not conduct searches that only include a first name and last name). Subscriber agrees to provide extremely narrow and specific search criteria to minimize the possibility of receiving employment data on unintended individuals.

21. Subscriber's Obligations

21.1. The Subscriber hereby undertakes that upon getting access to the Services, the Subscriber and/or its Authorized Users shall:

- a. Not furnish fraudulent or malicious data pertaining to any current or former employee.
- b. Only furnish data that has been verified as accurate, absent malicious intent.
- c. Refrain from posting editorial content, except as provided in the employee performance review section.
- d. Not use the shared data for any prohibited, non-permissible (including debt collection and skip tracing) or any illegal purpose whatsoever. Debt collectors are required to execute and Addendum to this agreement, which detail additional restrictions and responsibilities.
- e. Not furnish any data pertaining to any other employer except data related to an immediate subscribed employer listed on the account.
- f. Comply with all applicable laws in relation to the confidentiality of the employees' data.
- g. Agree to the collection of IP information related to the electronic data submissions in efforts towards maintaining secure transmissions.
- h. Agree to receive electronic communications from the Company including but not limited to account and billing notifications.
- i. Not knowingly and/or falsely initiate electronic payment chargebacks.
- j. Report employee separations via our Separations Team at Separations@RefereeInc.com or by updating employee status directly through Subscriber's online Data Management page within 30 days of employee's separation from Subscriber Employer.
- k. Not publicly disclose customized details of Umpire Elite™ Business Reward Program, where applicable.
- l. Maintain a valid form of electronic payment on active Subscriber Account.
- m. Not share username and password with individuals who are not authorized to report employment data to Referee™.
- n. Immediately report compromised login credentials to Referee™ and change username and password immediately.

SUBSCRIBER USER TERMS AND CONDITIONS

- o. Do not furnish or share by any method, results of EEV™ searches with employees and applicants, but provide them with the proper information to contact Referee, Inc. to request their Employment Data File.
- p. Subscriber is responsible for any unauthorized use in connection with username, password, R.E.F.S.™ access and reporting.
- q. Agree to gain applicant's and/or prospective employee's express permission to obtain their employment and salary histories through Referee's Recorded Employee Filing System™ prior to conducting searches and maintain record of permission for a minimum of 5 years.

22. Company's Obligations

22.1. The Company hereby confirms that it shall:

- i. Use all commercially reasonable efforts to ensure that the Services are available to the Subscriber at all reasonable times during the Term of this Agreement except in the following situations:
 - a. During system maintenance or any other reasonable activity to the Services by the Company and that may be necessary for ensuring effective use by the Subscriber.
 - b. Where the smooth operation is affected by any unforeseen cause beyond the Company's reasonable control such as internet provider failures among others.
- ii. Where the Company has to do any maintenance and/or any other related activity that may significantly interfere with the Subscriber's use of the Services, the same shall be made known to the Subscriber at any reasonable time prior to the commencement of such activities.
- iii. The Company shall take all reasonable steps to maintain its Services appropriately and provide all fixes to its Services as may be necessary to guarantee smooth performance.

23. Application

- 23.1. This agreement constitutes as applicant's acknowledgement and express consent that Referee, Inc. shall validate applicant's supplied business information by obtaining/accessing public records, soft identity pulls, Dun & Bradstreet, and any other appropriate agency to verify employer's business credentials.
- 23.2. Applicant understands and agrees that Referee, Inc. shall contact government and private agencies to conduct verifications of supplied applicant data.
- 23.3. Applicant understands and agrees that application decisions are not credit-based, no scores are considered, and the aforementioned agencies are utilized only as a means of business and individual identity verification .

Subscriber's Business Name

Owner or Officer's Name

Subscriber's Email and/or Account Number

Signature

Date

BILLING TERMS

- 1 Your billing details are not required nor requested prior to your application being approved for service. Bankcard authorization will occur when you select your Subscriber Plan and charges will recur automatically on the monthly or annual renewal date of the selected plan.
- 2 No financial commitment contracts.
- 3 Cancel anytime from Subscriber dashboard.
- 4 Subscription fees and Manual Data Conversion fees are non-refundable.
- 5 Recurring billing reminders are emailed 1-5 days prior to plan renewal dates.
- 6 Annual and monthly plans will be automatically renewed on their respective anniversaries unless the Subscriber changes or cancels their plan before the renewal date.
- 7 If Subscriber elects to convert their annual plan to a monthly plan, the new plan will not take effect until the annual renewal date. If Subscriber elects to convert their monthly subscription to annual, change will take effect immediately upon payment receipt.
- 8 There's a return check fee of \$25 associated with any eCheck/ACH/paper check returned for insufficient funds.
- 9 If a check is returned, Subscriber's account will be suspended until payment method has been updated and account balance is settled.
- 10 If any payment is disputed a first time, Subscriber's account will be suspended until payment method has been updated and account balance is settled.
- 11 If any payment is disputed a second time, Subscriber's account will be permanently disabled.
- 12 If a Subscriber's account is cancelled after their subscription payment has been authorized, the credit authorization will only be cancelled if requested by Subscriber within 1 day of renewal authorization and R.E.F.S.TM database has not been accessed with Subscriber's log-in credentials. For the purposes of this agreement, 1 day is the equivalent of 24 hours, beginning at 3am and ending at 3am, pacific standard time.
- 13 If any Subscriber account is cancelled due to fraud, no refund will be provided, and law enforcement will be notified.

By submitting an application for service, you hereby acknowledge that you are an authorized representative of your company, are the legally responsible party, accept the terms, and are duly authorized to execute this agreement.

Subscriber's Business Name

Owner or Officer's Name

Subscriber's Email and/or Account Number

Signature

Date