

Locate Alpha – Terms of Use

Effective Date: January 21, 2026

BINDING AGREEMENT NOTICE:

These Terms of Use (“Terms”) constitute a binding legal agreement that governs your access to and use of, and establish your legal obligations regarding, the online platform, tools, websites, and services operated by Spatial Laser Inc., a Delaware corporation, doing business as “Locate Alpha” (“Locate Alpha,” “we,” “us,” or “our”). Our online services, including any website where these Terms are posted, mobile applications, tools, and related services, are referred to collectively in these Terms as the “Services,” and any website which is controlled by Locate Alpha that provides access to the Services shall be referred to collectively in these Terms as the “Site.”

The Services provide a non-transactional marketing and lead-generation platform where home builders and their representatives (each, individually, a “Builder” and collectively, the “Builders”) may display new-construction homes, communities, and related information, and where individual users may browse listings and request to be connected with Builders. Locate Alpha does not act as a broker, agent, or representative of any Builder or user, does not list resale homes, and does not facilitate, negotiate, or close any real estate transactions. In no event shall the Services be construed to include the offering of real estate brokerage services by Locate Alpha as defined under applicable law.

BY CLICKING “I AGREE,” BY CHECKING THE ACCEPTANCE BOX, BY ACCESSING THE SITE, OR BY USING THE SERVICES IN ANY MANNER, YOU EXPRESSLY ACKNOWLEDGE: (A) YOU HAVE READ AND AGREE TO BE BOUND BY ALL TERMS; (B) YOU SPECIFICALLY AGREE TO MANDATORY ARBITRATION (§13), LIABILITY LIMITS (§9), WARRANTY DISCLAIMERS (§8), COVENANT NOT TO SUE (§9A), AND INDEMNIFICATION (§10); (C) YOU HAVE LEGAL CAPACITY; (D) YOU WAIVE JURY TRIAL AND CLASS ACTION RIGHTS; (E) YOU MAY SEEK INDEPENDENT COUNSEL. IF YOU DISAGREE, IMMEDIATELY CEASE ACCESS.

1. ELIGIBILITY AND ACCOUNT REGISTRATION

You must be at least 18 years of age, or the age of majority in your jurisdiction if higher than 18, to use the Services. By using the Services, you represent and warrant that you meet this requirement, have legal capacity, and all information you provide is accurate and complete.

You may create an account in order to save listings, receive alerts, or request that a Builder contact you. When you create an account, you agree to provide accurate, current, and complete information and to keep that information up to date. You are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account. You agree to notify us promptly of any unauthorized use of your account or any other breach of security. You warrant that you are not using multiple accounts or false identities. You accept sole liability for unauthorized use from failed credential confidentiality.

Failure to notify us of any unauthorized use of your login credentials or account may result in your liability.

By providing your contact information, you consent to Locate Alpha contacting you regarding your account, the Services, and listings you view or express interest in. When you request information about a home, community, or Builder, you also authorize Locate Alpha to share your contact details and inquiry with the relevant Builder so that the Builder may contact you directly. You may opt out of certain marketing communications from Locate Alpha at any time by following the instructions in those communications.

2. NATURE OF THE SERVICES; NO BROKERAGE OR TRANSACTIONS

Locate Alpha is a marketing and lead-generation platform only. The Services are limited to displaying listings and information about new-construction homes and communities provided by Builders and allowing users to request to be connected with Builders. Locate Alpha does not: (a) act as a real estate broker, agent, fiduciary, or advisor for any party; (b) represent or negotiate on behalf of any user or Builder; (c) prepare, review, or advise on purchase contracts or other transaction documents; (d) facilitate the buying or selling of real estate on the Site or within the Services; or (e) accept deposits, earnest money, or any other funds in connection with real estate transactions.

Any discussions, negotiations, agreements, or transactions regarding the purchase, sale, or lease of real property are solely between you and the applicable Builder or other third party. Locate Alpha is not a party to, and has no responsibility or liability for, any purchase agreement or other transaction between you and a Builder or any other third party, even if located or first introduced through the Services.

If you are a licensed real estate agent or broker (“Agent User”), you acknowledge and agree that any offer, expression of interest, or communication made through the Services on behalf of a buyer is subject to all applicable state real estate laws and professional regulations governing agency relationships, disclosures, commissions, and offer submissions. Locate Alpha does not verify the licensing status of Agent Users and does not participate in brokerage activities.

Agent Users are solely responsible for complying with all state-specific requirements related to agency disclosure, written representation agreements, fiduciary duties, commission agreements, and offer submission procedures. This includes, without limitation, any requirement to enter into a written buyer representation agreement or compensation agreement with a Builder or seller before presenting or submitting an offer. Any access to the Services by an Agent User on behalf another person will only be done pursuant to a separate lawful agreement between the Agent User and such person, in compliance with applicable law.

By using the Services, you agree to comply with all applicable laws regarding the use of the Services. Locate Alpha is not responsible for your regulatory compliance or that of any Broker User, Builder, or other user of the Services.

3. INTELLECTUAL PROPERTY; BUILDER LISTING CONTENT

All content and materials made available through the Services, including the design, layout, look and feel, text, graphics, images (excluding Builder-supplied media), software, and other materials, are owned by Locate Alpha or its licensors and are protected by copyright, trademark, and other intellectual property laws. All rights not expressly granted to you in these Terms are reserved.

All information provided through the Services on the Site is provided on an “as is” basis and may use internet services that are not under our direct control. Builders are responsible for the content of their listings, including property descriptions, floorplans, prices, availability information, photos, renderings, logos, and other marketing materials (“Builder Content”). By posting or submitting Builder Content to the Services, each Builder represents and warrants that it has all rights and permissions necessary to provide such content and to grant the license described below.

Builders grant Locate Alpha a limited, non-exclusive, worldwide, royalty-free license, for so long as the Builder Content is made available on or in connection with the Services, to host, reproduce, display, distribute, and otherwise use Builder Content: (a) to operate, maintain, and improve the Services; (b) to market the relevant Builder’s listings or communities on or through the Services and related channels; and (c) to create derivative works solely for formatting, display, and promotional purposes related to the Services. Except for this limited license, Builders retain all ownership rights in their Builder Content.

Users may view Builder Content for their personal information and research only. You may not copy, scrape, harvest, download in bulk, or otherwise use Builder Content for commercial purposes, for competitive analysis, or in connection with any competing product or service.

If you believe your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please provide a notice containing all of the following information to our Copyright Agent:

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- b. A description of the copyrighted work that you claim has been infringed;
- c. A description of where the material that you claim is infringing is located on the Site;
- d. Your address, telephone number, and e-mail address;
- e. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- f. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

As used herein, our “Copyright Agent” for Notice of claims of copyright infringement on the Site is Steven McCord, who can be reached as follows:

- By Mail: 7300 State Highway 121, Ste 300, McKinney, TX 75070
- By Phone: 469-398-3219
- By E-mail: steven.mccord@locatealpha.com

4. LICENSE AND PERMITTED USE

Subject to your compliance with these Terms, Locate Alpha grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Services for your personal, non-commercial use in evaluating and researching new-construction homes and Builders. Any other use of the Services or content made available through the Services is strictly prohibited without our prior written consent.

You agree that you will not: (a) use any robot, spider, scraper, or other automated means to access the Services or collect data from the Services; (b) copy, reproduce, modify, distribute, publicly display, or publicly perform any content from the Services other than for your personal, non-commercial use; (c) decompile, reverse engineer, hack into, or attempt to derive the source code of any software used to provide the Services; (d) use the Services for any unlawful purpose; or (e) use the Services to develop or improve any product or service that competes with the Services.

5. USER CONTENT AND CONDUCT

You are solely responsible for any information, reviews, messages, or other content that you submit, upload, or transmit through the Services (“User Content”). You represent and warrant that your User Content does not infringe any third-party rights, violate any law, or otherwise breach these Terms.

By submitting User Content, you grant Locate Alpha a non-exclusive, worldwide, royalty-free license to use, reproduce, display, and distribute such User Content as necessary to operate and improve the Services. Locate Alpha may, but has no obligation to, monitor, remove, or edit User Content in its discretion.

You agree not to use the Services to: (a) harass, threaten, or defraud any person or entity; (b) impersonate any person or misrepresent your affiliation; (c) submit unlawful, defamatory, obscene, or otherwise objectionable content; (d) transmit viruses or other harmful code; (e) violate the rights of any third party; or (f) otherwise engage in any unlawful activity.

6. THIRD-PARTY CONTENT; BUILDERS AND LINKS

The Services may display or provide access to information, content, and services provided by third parties, including Builders and their representatives. Locate Alpha does not endorse, control, or assume responsibility for any third-party content, including Builder Content,

websites, or services. Your interactions with Builders, including any communications, negotiations, or transactions, are solely between you and the applicable Builder.

The Services may also contain links to third-party websites or resources. Locate Alpha is not responsible for the content, products, or services on or available from those websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any third-party websites or resources. You are responsible for reviewing and adhering to the terms of use for any third-party websites or resources.

7. SERVICES NOT ADVICE; YOUR DUE DILIGENCE

Information made available through the Services, including Builder Content, is provided for general informational and marketing purposes only and should not be relied upon as legal, financial, tax, or real estate advice. Locate Alpha makes no representation or warranty as to the accuracy, completeness, or timeliness of Builder Content or other third-party information displayed on the Services.

Before entering into any transaction with a Builder or other third party, you should conduct your own independent due diligence, including obtaining appropriate inspections, reviewing all applicable documents, and consulting with your own legal, tax, financial, and real estate advisors as needed.

Certain portions of the Services may display financial models, rent estimates, projected yields, or other forward-looking indicators (“Financial Estimates”). These are provided for general informational purposes only and do not constitute investment, financial, or real estate advice.

Financial Estimates may rely on assumptions, algorithms, market trends, public records, Builder data, or third-party sources, all of which may be incomplete, outdated, or inaccurate. Locate Alpha does not guarantee the accuracy, completeness, timeliness, or reliability of any Financial Estimates.

Locate Alpha and any Builder listing with Locate Alpha expressly disclaim liability for inaccuracies, omissions, miscalculations, or decisions made in reliance on Financial Estimates. Any reliance is at your sole risk.

Some Financial Estimates incorporate data from third-party providers. Locate Alpha does not verify or audit such data and disclaims liability for any errors originating from third-party data sources.

Real estate investing involves risk, including the potential loss of principal. Past performance is not indicative of future results, and no projected outcome is guaranteed.

8. DISCLAIMERS

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND ALL CONTENT MADE AVAILABLE THROUGH THE SERVICES ARE PROVIDED ON AN “AS IS” AND

“AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. LOCATE ALPHA AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AND SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LOCATE ALPHA OR ITS REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

WITHOUT LIMITING THE FOREGOING, LOCATE ALPHA DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS WILL BE CORRECTED, THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY INFORMATION MADE AVAILABLE THROUGH THE SERVICES (INCLUDING BUILDER CONTENT) IS ACCURATE, COMPLETE, CURRENT, OR RELIABLE. YOUR USE OF THE SERVICES AND RELIANCE ON ANY INFORMATION AVAILABLE THROUGH THE SERVICES IS AT YOUR SOLE RISK. LOCATE ALPHA MAKES NO WARRANTY REGARDING ANY BUILDER, PROPERTY, TRANSACTION, OR OUTCOME. YOU ASSUME ALL RISK. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE SERVICES OR THE SITE SHALL BE TO DISCONTINUE USING THE SERVICES OR THE SITE.

9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LOCATE ALPHA OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITY, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF GOODWILL, PERSONAL INJURY, PROPERTY DAMAGE, OR FOR ANY LOSS OF PROFITS OR REVENUE, ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SERVICES OR ANY CONTENT MADE AVAILABLE THROUGH THE SERVICES, ANY BUILDER INTERACTION, ANY PROPERTY TRANSACTION, OR ANY THIRD-PARTY CONDUCT, EVEN IF LOCATE ALPHA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE).

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF LOCATE ALPHA AND ALL AFFILIATED PARTIES FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID, IF ANY, TO LOCATE ALPHA FOR ACCESS TO THE SERVICES DURING THE SIX (6) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (US \$100). SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU TO

THE EXTENT PROHIBITED BY LAW BUT SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED. THESE LIMITATIONS ARE INDEPENDENT AND SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE ONLY AVAILABLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR SERVICES IS TO CEASE ALL OF YOUR SITE USE AND DISCONTINUE USE OF THE SERVICES.

THE LIMITATIONS IN THIS SECTION 9 DO NOT APPLY TO: (A) LOCATE ALPHA'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; (C) DEATH OR PERSONAL INJURY CAUSED BY LOCATE ALPHA'S NEGLIGENCE; OR (D) LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW. USER'S OBLIGATIONS UNDER SECTION 10 (INDEMNIFICATION) ARE NOT SUBJECT TO THESE LIMITATIONS.

9A. COVENANT NOT TO SUE

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY EXPRESSLY AND IRREVOCABLY COVENANT NOT TO SUE LOCATE ALPHA, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, SERVICE PROVIDERS, BUILDERS, OR ANY OTHER THIRD PARTY ASSOCIATED WITH THE SERVICES (COLLECTIVELY, "RELEASED PARTIES") IN ANY COURT OF LAW OR EQUITY FOR ANY CLAIM, DEMAND, DAMAGE, LOSS, OR LIABILITY OF ANY KIND ARISING OUT OF OR RELATING TO: (A) YOUR USE OF OR INABILITY TO USE THE SERVICES; (B) ANY BUILDER INTERACTION OR PROPERTY TRANSACTION, WHETHER CONSUMMATED OR NOT; (C) THE ACCURACY, COMPLETENESS, OR TIMELINESS OF ANY INFORMATION ON THE SERVICES; (D) ANY FINANCIAL ESTIMATES OR PROJECTIONS; OR (E) ANY OTHER MATTER RELATED TO THE SERVICES.

YOU ACKNOWLEDGE THAT THIS COVENANT NOT TO SUE IS A MATERIAL INDUCEMENT FOR LOCATE ALPHA TO PROVIDE THE SERVICES AND THAT LOCATE ALPHA WOULD NOT PROVIDE THE SERVICES WITHOUT THIS COVENANT. THIS COVENANT IS INDEPENDENT OF AND IN ADDITION TO THE ARBITRATION PROVISIONS IN SECTION 13, THE LIMITATION OF LIABILITY IN SECTION 9, AND THE WARRANTY DISCLAIMERS IN SECTION 8. YOU EXPRESSLY WAIVE ANY RIGHTS UNDER CALIFORNIA CIVIL CODE §1542 OR ANY SIMILAR LAW OF ANY JURISDICTION, WHICH PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

10. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Locate Alpha, its affiliates, officers, directors, employees, agents, licensors, service providers, successors, and assigns (collectively, "Locate Alpha Indemnitees") and its officers, directors, employees, and agents from and against any and all claims, demands, actions, suits, proceedings, investigations, liabilities, damages, losses, costs, and expenses (including attorneys' fees, expert witness

fees, court costs, and other litigation expenses) arising out of or relating to: (a) your use of the services; (b) your violation of these terms; (c) your user content; or (d) your interactions or transactions with any builder or other third party. (e) your violation of any law, regulation, or third-party rights; (f) your investment decisions or financial losses; (g) any tax liability or reporting deficiency; (h) your failure to conduct due diligence; or (i) any misrepresentation in section 10a.

YOUR INDEMNIFICATION OBLIGATIONS INCLUDE CLAIMS ARISING FROM THE ACTS, OMISSIONS, OR NEGLIGENCE OF LOCATE ALPHA INDEMNITEES, EXCEPT WHERE SUCH CLAIMS ARISE SOLELY FROM LOCATE ALPHA INDEMNITEES' GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD. LOCATE ALPHA RESERVES THE RIGHT, AT YOUR EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU, AND YOU AGREE TO COOPERATE WITH OUR DEFENSE OF SUCH CLAIMS. YOU WAIVE ANY DEFENSES BASED ON COMPARATIVE OR CONTRIBUTORY NEGLIGENCE OF LOCATE ALPHA INDEMNITEES TO THE EXTENT PERMITTED BY LAW. THIS INDEMNIFICATION SURVIVES TERMINATION OF THESE TERMS.

10A. USER REPRESENTATIONS AND COMPLIANCE OBLIGATIONS

BY USING THE SERVICES, YOU REPRESENT, WARRANT, AND COVENANT TO LOCATE ALPHA THAT:

(A) LEGAL COMPLIANCE: You will comply with all applicable federal, state, and local laws, including tax laws, securities laws, real estate laws, fair housing laws, and anti-money laundering laws. You are solely responsible for all regulatory compliance, licensing, and reporting requirements.

(B) INDEPENDENT INVESTIGATION: You will conduct your own independent due diligence, inspections, appraisals, title searches, environmental assessments, and verification of all information before entering any transaction. You will not rely on any information provided through the Services without independent verification.

(C) PROFESSIONAL CONSULTATION: You have consulted or will consult independent legal, tax, financial, and real estate professionals before making any investment or property purchase decision. You acknowledge Locate Alpha provides no professional advice of any kind.

(D) TAX AND REPORTING: You are solely responsible for all tax consequences, filing requirements, and reporting obligations related to any property transaction, including 1031 exchanges, capital gains taxes, depreciation recapture, and foreign investment reporting. You will not hold Locate Alpha liable for any tax liability, penalties, or interest.

(E) INVESTMENT RISK: You acknowledge real estate investing involves substantial risk, including complete loss of principal. You understand past performance does not predict future results. You accept all investment risk and will not hold Locate Alpha responsible for any investment losses or underperformance.

(F) ACCURACY OF SUBMISSIONS: All information you submit is accurate, complete, and not misleading. You will update information promptly if it becomes inaccurate.

(G) THESE REPRESENTATIONS AND WARRANTIES ARE MATERIAL AND ARE RELIED UPON BY LOCATE ALPHA AND BUILDERS. BREACH OF ANY REPRESENTATION CONSTITUTES MATERIAL BREACH OF THESE TERMS AND GROUNDS FOR IMMEDIATE TERMINATION AND FULL INDEMNIFICATION LIABILITY UNDER SECTION 10.

11. PRIVACY

Our collection, use, and disclosure of personal information through the Services are described in our Privacy Policy, which is incorporated into these Terms by this reference. By using the Services, you consent to the collection and use of your information as described in the Privacy Policy.

12. SUSPENSION AND TERMINATION

You may stop using the Services at any time. We may, at any time and in our sole discretion, suspend or terminate your access to all or part of the Services, or remove or disable access to any content, for any reason, including if we believe you have violated these Terms or engaged in conduct that could harm the Services, Locate Alpha, or others.

13. DISPUTE RESOLUTION; ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. THIS SECTION CONTAINS A BILATERAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT AFFECT YOUR LEGAL RIGHTS.

To the fullest extent permitted by law, any dispute, claim, or controversy arising out of or relating to these Terms or the Services (a "Dispute") will be resolved exclusively by binding individual arbitration, rather than in court, except that you and Locate Alpha may seek equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's intellectual property rights. "Dispute" includes any claim based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and includes disputes about the validity, enforceability, or scope of this arbitration agreement.

You and Locate Alpha agree that any arbitration will be conducted before a single arbitrator under the rules of JAMS (or, if JAMS is unavailable, another nationally recognized arbitration provider mutually acceptable to both parties) then in effect. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), and shall take place in Dallas, Texas, unless the parties mutually agree to another location or to conduct the arbitration telephonically or via videoconference. The arbitrator's decision will be final and binding and may be entered as a judgment in any court of competent jurisdiction. The arbitrator shall have authority to award any remedy available in court, including damages, declaratory or

injunctive relief, and attorneys' fees to the prevailing party. The arbitrator's award shall include findings of fact and conclusions of law.

YOU AND LOCATE ALPHA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THIS CLASS ACTION WAIVER IS BILATERAL AND APPLIES TO BOTH PARTIES. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT, HEARD, OR ARBITRATED AS A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER REPRESENTATIVE CAPACITY. UNLESS YOU AND LOCATE ALPHA AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD RELIEF TO ANYONE OTHER THAN THE INDIVIDUAL PARTY. IF THIS CLASS ACTION WAIVER IS FOUND TO BE UNENFORCEABLE, THE ENTIRETY OF THIS ARBITRATION AGREEMENT SHALL BE NULL AND VOID, AND THE DISPUTE SHALL PROCEED IN COURT.

EITHER PARTY MAY BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT IF THE CLAIM QUALIFIES AND REMAINS IN SMALL CLAIMS COURT. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND LOCATE ALPHA WAIVE ANY RIGHT TO JURY TRIAL FOR ANY DISPUTE. ANY CLAIM MUST BE FILED WITHIN ONE (1) YEAR AFTER THE CLAIM ARISES OR BE FOREVER BARRED, NOTWITHSTANDING ANY STATUTE OF LIMITATIONS TO THE CONTRARY.

14. CHANGES TO THE SERVICES AND THESE TERMS

We may modify or discontinue all or part of the Services at any time, with or without notice. We may also update these Terms from time to time. If we make material changes, we will provide notice by posting the updated Terms on the Services or by other reasonable means. Your continued use of the Services after the effective date of any updated Terms constitutes your acceptance of the updated Terms.

15. APPLICABLE LAW

You agree that the Federal Arbitration Act (9 U.S.C. § 1 et seq.) shall govern the interpretation and enforcement of the arbitration provisions in Section 13, and the substantive laws of the State of Delaware (without regard to conflicts of laws principles) will govern these Terms and any dispute that may arise between you and Locate Alpha or its affiliates, except to the extent preempted by federal law. For any matters not subject to arbitration, you consent to the exclusive jurisdiction and venue of state and federal courts located in Collin County, Texas.

16. Relationship of the Parties.

Each party is, and shall remain, an independent contractor and nothing contained in these Terms shall be construed to make either party a partner, joint venturer, employee or agent of the other party, and neither party shall hold itself out as such. Neither party has any right

or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party.

17. MISCELLANEOUS

These Terms, together with any other policies or terms referenced herein, constitute the entire agreement between you and Locate Alpha regarding your use of the Services and supersede any prior or contemporaneous agreements regarding such subject matter. If any provision of these Terms is held to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the remaining provisions will remain in full force and effect.

You may not assign or transfer these Terms, by operation of law or otherwise, without Locate Alpha's prior written consent. Locate Alpha may freely assign or transfer these Terms without restriction. No waiver of any provision of these Terms shall be effective unless in writing and signed by Locate Alpha. The failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.