

# SimpleWill, LLC

## LICENSE AGREEMENT (EMPLOYER REFERRAL NETWORK ATTORNEY)

THIS AGREEMENT is made and entered into effective as of \_\_\_\_\_, 20\_\_\_\_  
(the “Effective Date”), by and between SimpleWill LLC, an Arkansas limited liability company  
having its principal place of business at 1616 Brookwood Drive, Little Rock, Arkansas 72202,  
Email: info@oursimplewill.com (“OWNER”), and the following:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_ (“LICENSEE”).

In exchange for the mutual covenants, consideration, representations, and warranties herein set forth, OWNER and LICENSEE agree as follows:

### I. Definitions of Terms Used in this Agreement

“Affiliate” shall mean, with respect to any person, entity, or enterprise, any other person, entity, subsidiary, or enterprise that, directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with such person, entity, or enterprise.

“Confidential Information” shall mean any and all information furnished or disclosed, in whatever form or medium, concerning a Disclosing Party, including, without limitation, the Disclosing Party’s intellectual property, clients, customer lists, business contacts, business plans, policies, procedures, techniques, know-how, standards, products, source or object code, licensed technology and technology providers, product or service specifications, manuals, agreements, economic and financial information, marketing plans, data, reports, analyses, compilations, statistics, summaries, studies, and any other materials or information, or any materials based thereon, whether written or oral, furnished directly or indirectly by a Disclosing Party or any of its Representatives, to a Receiving Party. Any technical or business information of a third person furnished or disclosed by the Disclosing Party to the Receiving Party shall be deemed “Confidential Information” of the Disclosing Party and subject to the terms of this Agreement. Specifically included within the definition of Confidential Information is any Nonpublic Personal Information (“NPPI”) as that term is used in Sections 501 et seq. of the Gramm Leach Bliley Act (Public Law 106–102), as amended, and its related regulations. The User Manual, as supplemented from time to time, shall also constitute Confidential Information. The term “Confidential Information” shall not include information which (a) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or its Representatives in breach of this Agreement, unless such information is NPPI of any of the Disclosing Party’s clients, (b) is or becomes available to the Receiving Party on a non-confidential

basis from a source, other than the Disclosing Party or its Representatives, that is not bound by a confidentiality or similar agreement prohibiting the disclosure thereof, unless such information is NPPI of any of the Disclosing Party's clients, (c) is within the Receiving Party's possession prior to being furnished, provided the Receiving Party can establish with appropriate documentation that the same or substantially similar data or information was already in the Receiving Party's possession at time of disclosure by the Disclosing Party, or (d) is independently developed by the Receiving Party, provided the Receiving Party can establish with appropriate documentation that the same or substantially similar data or information was developed by the Receiving Party without reference to, use of, or reliance upon the data or information disclosed by the Disclosing Party.

"Control" (including the correlative terms "Controls", "Controlled by", and "under common Control with") shall mean, with respect to any person, entity, or enterprise, the power, directly or indirectly, either to (a) vote a majority of the voting shares or other voting interests in such person, entity, or enterprise for the election of directors or other governing body of such person, entity, or enterprise or (b) direct or cause the direction of the management and policies of such person, entity, or enterprise, whether through the ownership of voting securities, by contract, or otherwise.

"Disclosing Party" shall mean either OWNER or LICENSEE when disclosing Confidential Information.

"Licensed Property" shall mean the system and platform maintained by OWNER by and through which LICENSEE shall prepare for LICENSEE's clients a Last Will and Testament document and certain ancillary documents as offered from time to time by OWNER. The Licensed Property shall include all of OWNER's Confidential Information as disclosed to LICENSEE, the Marks, and all Non-Statutory Intellectual Property and Statutory Intellectual Property which OWNER licenses to LICENSEE pursuant to and by virtue of this Agreement.

"Licensed Services" shall mean LICENSEE's preparation of legal documents for LICENSEE's clients and LICENSEE's offering and performance of the counseling services using the Licensed Property.

"Marks" shall mean the trademarks, service marks, and trade names used by OWNER or any Affiliate of OWNER to identify the Licensed Services.

"Non-Statutory Intellectual Property" shall mean all of OWNER's unpatented inventions, whether or not patentable, trade secrets, know-how, and proprietary information, including but not limited to, discoveries, ideas, compositions, configurations, formulas, computer programs (including, without limitation, source and object codes and documentation), database schemas, drawings, designs, plans, proposals, specifications, photographs, samples, models, processes, business methods, application program interfaces, work product from using the Licensed Property, derivative works (derived directly or indirectly due to LICENSEE's use of the Licensed Property), procedures, data, information, manuals, reports, pricing and costing information, marketing methods and notes and correspondence relating to the foregoing.

"Party" shall mean either OWNER or LICENSEE, and "Parties" shall mean both of them.

“Receiving Party” shall mean either OWNER or LICENSEE when receiving Confidential Information.

“Representatives” shall mean any of either Party’s directors, officers, employees, agents, attorneys, accountants, advisors, and other representatives.

“Statutory Intellectual Property” shall include but not be limited to any copyright, patent (utility patent, design patent, utility models and inventor certificates), service mark, trademark, tradename, brand name, domain name, mask works and all other intellectual property rights whose protection is governed by one or more statutes or regulations that have been made effective by the United States or foreign governmental body or that have been enacted by treated including all registrations or applications for registrations of any of the foregoing and any rights or licenses in the same.

“Territory” shall mean only those States designated by OWNER in the User Manual, but for purposes of this Agreement the Territory shall be further limited to the States in which LICENSEE is licensed to practice law. To be included within the Territory a State must be both (a) listed by OWNER in the User Manual and (b) one in which LICENSEE is licensed to practice law. OWNER reserves the sole and absolute right to refuse to designate any State in the User Manual and thus to bar (by not designating) the use of the Licensed Property in any State.

“User Manual” shall mean all written instructions, updates, modifications, and related materials provided by OWNER to LICENSEE from time to time which are or shall be intended to assist LICENSEE in the use of the Licensed Property. The User Manual shall be published and maintained online by OWNER.

## II. Appointment

2.01 OWNER hereby grants to LICENSEE, upon the terms and conditions set forth in this Agreement, the nonexclusive right and license to use the Licensed Property within and only within the Territory for purposes of preparing a Last Will and Testament and ancillary documents, if available, offered as a part of the Licensed Services.

Subject to the terms and condition set forth in this Agreement, any right and license granted to LICENSEE herein for the use of the Licensed Property to provide the Licensed Services shall extend to any attorney under LICENSEE’s employ (to include independent contractors practicing “Of Counsel” or through other similar employment arrangements) provided that said attorney is covered under LICENSEE’s malpractice insurance policy and/or errors and omission insurance policy.

2.02 Neither during the term of this Agreement nor after its termination shall LICENSEE, without OWNER’s prior written consent or direction, either offer the Licensed Services or knowingly sell any Licensed Services for use outside the Territory.

2.03 LICENSEE expressly acknowledges and agrees that the appointment herein set forth relates only to the right to use the Licensed Property and the offering for sale and sale of the

Licensed Services in the Territory in the manner set forth above. LICENSEE further acknowledges and agrees that the grant of rights herein set forth is expressly subject to the conditions and limitations set forth in this Agreement.

2.04 The Licensed Property may be changed, improved, and further developed from time to time by OWNER as advised in the User Manual.

### III. Term, Termination, and Obligations Upon Termination

3.01 The initial term of this Agreement shall be for three (3) years commencing upon the Effective Date. Thereafter the term of this Agreement shall automatically extend by annual periods of one (1) year unless earlier terminated pursuant to this Agreement. *At any time either Party may elect to terminate this Agreement for any reason or for no reason upon giving the other Party notice of thirty (30) days.*

3.02 LICENSEE shall be deemed to be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to LICENSEE if:

- (A) LICENSEE becomes insolvent or makes a general assignment for the benefit of creditors;
- (B) A petition for liquidation in bankruptcy is filed by LICENSEE or such a petition is filed against and not opposed by LICENSEE;
- (C) LICENSEE is adjudicated a bankrupt or insolvent entity;
- (D) A bill in equity or other proceeding for the appointment of a receiver of LICENSEE or other custodian for LICENSEE's business or assets is filed or consented to by LICENSEE;
- (E) A receiver or other custodian (permanent or temporary) of LICENSEE's assets or property, or any part thereof, is appointed by any court of competent jurisdiction;
- (F) Proceedings for a composition of creditors under any law should be instituted by or against LICENSEE;
- (G) LICENSEE is dissolved; or
- (H) LICENSEE's malpractice insurance coverage and/or errors and omission insurance coverage is revoked, lapsed or otherwise terminated.

3.03 LICENSEE shall be deemed to be in default and OWNER may, at its option, terminate all rights granted under this Agreement, without affording LICENSEE any opportunity to cure the default, effective immediately upon notice by OWNER upon the occurrence of any of the following events:

(A) If LICENSEE or any officer of LICENSEE is convicted of or admits to a felony or a crime involving moral turpitude or LICENSEE becomes involved in any other crime or offense that is reasonably likely, in the sole opinion of OWNER, adversely to affect the Marks, the goodwill associated therewith, the Licensed Property, or OWNER's interest therein;

(B) If LICENSEE purports to transfer any right or obligation under this Agreement or any interest in LICENSEE to any third party without OWNER's prior written consent, contrary to the terms of this Agreement;

(C) If LICENSEE fails to comply with any material term or condition of this Agreement or the User Manual;

(D) If LICENSEE discloses or divulges to unauthorized person the contents of the User Manual, the Confidential Information, the Non-Statutory Intellectual Property or Statutory Intellectual Property provided to LICENSEE by OWNER;

(E) If LICENSEE submits any false report to OWNER;

(F) If LICENSEE, after curing a default under this Agreement regarding which OWNER notified LICENSEE but did not terminate this Agreement, commits the same default again or commits any other default under this Agreement;

(G) If this Agreement or any part of it is determined by a court or governmental agency of competent jurisdiction to be invalid or unenforceable under any applicable law or governmental regulation;

(H) A final judgement against LICENSEE remains unsatisfied or of record (unless appropriate appeal is taken and any bond is filed) the effect of which in the opinion of OWNER, is to substantially impair LICENSEE's ability to perform under this Agreement;

(I) Execution is levied against LICENSEE's business or LICENSEE's property, the effect of which in the opinion of OWNER is to substantially impair LICENSEE's ability to perform under this Agreement; or

(J) LICENSEE misuses or makes any unauthorized use of the Marks or Licensed Property generally, or otherwise materially impairs the goodwill associated therewith or OWNER's rights therein.

3.04 Upon termination of this Agreement, all rights granted hereunder to LICENSEE shall terminate, and:

(A) LICENSEE shall immediately cease offering the Licensed Services and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former licensee of OWNER;

(B) LICENSEE shall immediately and permanently cease to use, in any manner whatsoever, the Licensed Property and all Marks; in particular, LICENSEE shall cease to use, without limitation, all stationery, forms, websites, and any other items or media which display the Marks;

(C) LICENSEE shall take such actions as may be necessary to cancel any assumed name, user, or equivalent registration belonging to or controlled by LICENSEE which contains the Marks, and shall furnish OWNER with evidence satisfactory to OWNER of compliance with this obligation within thirty (30) days after termination of this Agreement;

(D) LICENSEE shall not use any reproduction, counterfeit, copy, or colorable imitation of the Licensed Property in any business or the promotion thereof, which would have the potential for causing confusion or mistake in the marketplace for the Licensed Services or which would have the potential to dilute OWNER's rights in and to the Licensed Property, and further agrees not to utilize any designation of origin, description, or representation which suggests or represents an association or connection with OWNER;

(E) LICENSEE shall promptly pay all sums owing to OWNER and OWNER's Affiliates, specifically including all fees for use of the Licensed Property, and OWNER shall have the right and power to deduct from any remittances due to LICENSEE any and all sums due to OWNER for LICENSEE's use of the Licensed Property;

(F) LICENSEE shall immediately deliver to OWNER all printed and digital copies of the User Manual or portions of the User Manual and shall retain no copy or record of any of the foregoing, except LICENSEE's copy of this Agreement and of any correspondence between the Parties not pertaining to the Licensed Services, including documents in support of or necessary to support LICENSEE's accounting and record-keeping requirements, which LICENSEE reasonably needs for compliance with any law or regulation;

(G) LICENSEE shall comply with certain covenants as set forth in this Agreement which by their nature have effect on a post-termination basis and are so stated in this Agreement;

(H) OWNER shall not, upon termination of Agreement for any reason, be liable to LICENSEE for compensation, reimbursement, or damages of any kind due to the loss of prospective profits on anticipated sales or due to expenditures, investments, leases, or commitments in connection with the business or goodwill of LICENSEE's offering the Licensed Services;

(I) LICENSEE shall pay to OWNER all damages, costs, and expenses, including reasonable attorneys' fees, incurred by OWNER as a result of a default by LICENSEE, and subsequent to the termination or expiration of this Agreement LICENSEE shall also pay to OWNER all damages, costs, and expenses, including reasonable attorneys' fees, incurred by OWNER in obtaining injunctive or other relief for the enforcement of any post-termination provisions of this Agreement; and

(J) Nothing set forth in this Section or in any other Section of this Agreement shall act to preclude or prevent OWNER from pursuing any other remedy in law or equity against LICENSEE available to OWNER that OWNER pay pursue against LICENSEE due to any in-term or post-termination default under this Agreement by LICENSEE.

#### IV. Duties of OWNER

4.01 During the term of this Agreement OWNER shall:

(A) License the Licensed Property to LICENSEE for LICENSEE's use in offering and rendering Licensed Services to LICENSEE's clients within the Territory;

(B) Provide access to OWNER's website and platform so as to allow LICENSEE to prepare documents using the Licensed Property;

(C) Provide to LICENSEE the User Manual training, and marketing material constituting a portion of the Non-Statutory Intellectual Property as such are used by OWNER for purposes of providing LICENSEE with examples of materials in support of the Licensed Services;

(D) Instruct, to the extent appropriate in OWNER's sole discretion, LICENSEE regarding the Licensed Property and Licensed Services as well as regarding the use of the Marks; and

(E) Establish protocols and systems whereby (i) LICENSEE's legal fees from its clients are paid to LICENSEE, (ii) LICENSEE's clients are permitted to use the Licensed Property for purposes of populating certain data fields that will result in the production of a complete or nearly-complete legal document for LICENSEE's review and revision, and (iii) for each of LICENSEE's clients who correctly and completely input the client's data into OWNER's Licensed Property, LICENSEE receives via email (or other electronic means) each client's document(s) as soon as practicable following the client's completion of the document and payment to LICENSEE of LICENSEE's legal fee from the client.

4.02 During the term of this Agreement OWNER may make updates and changes to the Licensed Property and make such updates and changes available to LICENSEE by way of the application code constituting a part of the Licensed Property, the forms produced by using the Licensed Property, or the User Manual.

#### V. Fees and Payment

5.01 LICENSEE shall direct each of LICENSEE's clients to pay LICENSEE the full legal fee charged by LICENSEE to the client for services in which LICENSEE uses the Licensed Property throughout the term of this Agreement. At intervals determined in the sole and absolute discretion of the OWNER, OWNER shall be entitled to charge, debit, ACH or otherwise remit to OWNER the applicable charge due to OWNER for LICENSEE's use of the Licensed Property and LICENSEE hereby expressly consents to the same. In the alternative, OWNER may invoice

LICENSEE on intervals that may be determined in the sole and absolute discretion of the OWNER for any charges due to OWNER hereunder. All charges for use of the Licensed Property shall be nonrefundable. Prices for use of the Licensed Property shall be set by OWNER and published to LICENSEE in the User Manual. From time to time and in OWNER's sole discretion, maintenance or updates of the Licensed Property and the User Manual or other costs may result in an increase in the fee or fees set forth in the User Manual; LICENSEE's continued use of the Licensed Property in LICENSEE's offering the Licensed Services shall serve as LICENSEE'S acceptance of any increase in price for use of the Licensed Property.

5.02 All payments of legal fees pursuant to this Agreement shall be made at the time of LICENSEE's use of the Licensed Property which shall be deemed to occur when a client of LICENSEE, pursuant to LICENSEE's direction, uses the Licensed Property to generate a Last Will and Testament, Personal Property Memorandum, Durable Power of Attorney, Healthcare Power of Attorney, Living Will and HIPAA Release or any other documents as may be generated from time to time by the Licensed Property for electronic delivery to LICENSEE. The completed forms resulting from each use of the Licensed Property by a client of LICENSEE shall not be released to LICENSEE until payment by the client to LICENSEE of the legal fee set by LICENSEE has been remitted by client's payment on the merchant service provider portal or through other forms of payment options available on the OWNER's website.

5.03 Sales or other taxes may apply to LICENSEE's use of the Licensed Property. In that event, the applicable tax shall be added to the fee charged by OWNER.

5.04 Subject to the terms and conditions of this Agreement, and contemporaneous with the execution hereof, LICENSEE hereby agrees to provide to OWNER any credit card and/or debit card information necessary to effectuate payment of any charges due to OWNER hereunder and LICENSEE expressly consents to and permits OWNER to charge and/or debit the same or to otherwise withdraw via ACH the applicable charges due to OWNER for LICENSEE's use of the Licensed Property on intervals that be may determined in the sole and absolute discretion of the OWNER. In the alternative, OWNER may invoice LICENSEE on intervals that may be determined in the sole and absolute discretion of the OWNER for any charges due to OWNER hereunder.

LICENSEE shall give notice to OWNER as to any change in the credit card, debit card, or bank account information initially provided to OWNER, and unless and until OWNER has received notice from LICENSEE as to a change, LICENSEE shall remit all payments to OWNER using the information initially provided to OWNER or pursuant to the terms of any invoice received.

5.05 Notwithstanding anything herein or the User Manual to the contrary, should LICENSEE participate in any programs officially sanctioned by a bar association in the LICENSEE'S Territory (e.g. Wills for Heroes) where the Licensed Property is used to provide the Licensed Services on a *pro bono* basis, OWNER will not charge LICENSEE a licensing fee for use of the Licensed Property in this limited circumstance.

## VI. Duties of LICENSEE

6.01 LICENSEE understands and acknowledges that every detail of the Licensed Services is important to OWNER, and in order to maintain the high standards associated with the Marks, to increase the demand for the Licensed Services, and to protect OWNER's reputation and goodwill, LICENSEE undertakes to fully cooperate with OWNER in every practical and reasonable manner throughout the term of this Agreement. This general statement of intent shall not limit in any manner other duties and obligations imposed upon or undertaken by LICENSEE by or under this Agreement.

6.02 LICENSEE shall offer and perform the Licensed Services in conformity with such uniform methods, standards, and specifications as OWNER may from time to time prescribe in the User Manual to ensure that the highest degree of quality is uniformly maintained, and shall refrain from any deviation therefrom and from otherwise operating in any manner which reflects adversely on OWNER's name, reputation, and goodwill or on the Marks.

6.03 In presenting documents prepared by LICENSEE using the Licensed Property, LICENSEE shall not remove from the document any identification, label, or code inserted by OWNER into the document. The identification shall use or incorporate the Marks and shall be set forth in the User Manual and inserted into the forms used by LICENSEE.

6.04 LICENSEE shall advise OWNER as to the amount of the fee (or fees, if more than one type of document is being prepared using the Licensed Property) LICENSEE establishes for LICENSEE's services to its clients who use the Licensed Property. From time to time and as LICENSEE may elect, LICENSEE shall give notice to OWNER as to any changes in such fees charged by LICENSEE. Notwithstanding the foregoing, with respect to the legal fees associated with the Employer Referral Network program, LICENSEE agrees to charge a fee in a manner consistent with the User Manual which shall be published to LICENSEE in the User Manual from time to time.

6.05 LICENSEE expressly agrees to participate in the Employer Referral Network program offered by SimpleWill and expressly agrees to charge legal fees associated therewith in a manner consistent with the User Manual. Notwithstanding an attorney's willingness to participate in the Employer Referral Network program, nothing herein creates an obligation on behalf of OWNER to successfully match an attorney and a prospective client. Rather, participation in the Employer Referral Network program provides the attorney an opportunity to obtain new client referrals through the use of the Licensed Services and Licensed Property. Selection of any given attorney will be made in the sole and absolute discretion of a prospective client to be determined using factors such as pricing, experience, expertise, locale, etc.

6.06 LICENSEE shall provide in its engagement agreement with each client who shall use the Licensed Services all necessary instructions and authorizations to use the Licensed Property and make payments for such use consistent with the foregoing Sections of this Agreement.

6.07 Any initial client meetings scheduled and conducted pursuant to a LICENSEE's use of the Licensed Services and Licensed Property shall be performed by a licensed attorney within the Territory (and not by a paralegal or other substituted individual who is not licensed to practice law within the Territory).

6.08 LICENSEE shall maintain malpractice insurance coverage and/or errors and omission insurance coverage at all times while using the Licensed Property to provide the Licensed Services and LICENSEE shall provide evidence of such coverage upon request by OWNER.

6.09 As soon as practically possible, LICENSEE shall notify OWNER in writing of LICENSEE's termination of (or dissociation with) an attorney using the Licensed Property to provide the Licensed Services by virtue of the right and license granted to LICENSEE herein as contemplated in Section 2.01 above.

## VII. Licensed Property and Marks

7.01 OWNER represents with respect to the Licensed Property that:

- (A) OWNER is the owner of all right, title, and interest in and to the Licensed Property; and
- (B) OWNER has taken and will take all steps reasonably necessary to preserve and protect the ownership and validity in and of the Licensed Property.

7.02 With respect to LICENSEE's authorized use of the Licensed Property pursuant to this Agreement, LICENSEE agrees that:

- (A) In offering the Licensed Services LICENSEE shall use only the Marks designated by OWNER, or localized versions for use within the Territory, and shall use them only in the manner authorized and permitted by OWNER (nothing herein shall act to preclude LICENSEE's use of LICENSEE's firm name, tradename, and personal name in conjunction with the Marks as LICENSEE deems appropriate);
- (B) LICENSEE shall use the Licensed Property only for the sale of Licensed Services as licensed hereunder and only in the Territory;
- (C) During the term of this Agreement LICENSEE shall identify itself in conjunction with any use of the Marks, including, but not limited to, on invoices for the Licensed Services;
- (D) LICENSEE's right to use the Licensed Property is limited to such uses as are authorized under this Agreement, and any unauthorized use thereof shall constitute an infringement of OWNER's rights;
- (E) LICENSEE shall not use the Marks to incur any obligation or indebtedness on behalf of OWNER;
- (F) LICENSEE shall not use the Marks as part of any corporate or other legal name;

(G) LICENSEE shall comply with any of OWNER's instructions in executing documents deemed necessary by OWNER or its counsel to obtain protection for OWNER for the Licensed Property or to maintain for OWNER the continued validity of the Marks and their enforceability; and

(H) In the event that litigation involving the Licensed Property or Marks is instituted or threatened against LICENSEE, LICENSEE shall promptly notify OWNER and shall cooperate fully in OWNER's defending or settling such litigation.

7.03 LICENSEE expressly understands, acknowledges, and agrees that:

(A) OWNER is the owner of all right, title, and interest in and to the Licensed Property and the goodwill associated with and symbolized by the Marks;

(B) The Marks are valid and serve to identify the Licensed Services;

(C) LICENSEE shall not directly or indirectly contest the validity or OWNER's ownership of the Licensed Property or the Marks;

(D) LICENSEE's use of the Licensed Property pursuant to this Agreement does not give LICENSEE any ownership interest or other interest in or to the Licensed Property or Marks, except the license granted by this Agreement;

(E) Any and all goodwill arising from LICENSEE's use of the Licensed Property and particularly the Marks shall inure solely and exclusively to OWNER's benefit, and upon expiration or termination of this Agreement no monetary amount shall be assigned as attributable to any goodwill associated with LICENSEE's use of the Marks specifically or Licensed Property generally;

(F) The right to use the Licensed Services granted hereunder to LICENSEE is non-exclusive, and OWNER thus has and retains the right, among others (i) to continue OWNER's current operations, and (ii) to develop and establish other license relationships for the Licensed Services with third parties; and

(G) OWNER reserves the right to substitute different Marks for use in identifying the Licensed Services if OWNER's currently owned Marks no longer can be used or if in OWNER's opinion new or updated Marks need to be substituted for then currently-used Marks.

## VIII. Confidential Information

8.01 During the Term of this Agreement, the Receiving Party and its Representatives shall keep Confidential Information confidential and shall not, without the Disclosing Party's prior written consent, disclose any of the Confidential Information in any manner whatsoever, in whole or in part, to third parties. The Receiving Party agrees to reveal the Confidential Information only to

Representatives who need to know in order for the Receiving Party to perform its duties and obligations under this Agreement, who are informed by the Receiving Party of the confidential nature of the Confidential Information, and who agree to act in accordance with the terms and conditions of this Agreement.

8.02 LICENSEE shall not (A) use the Licensed Property outside of the Territory, (B) modify the Licensed Property, (C) allow a third party unauthorized access to the Licensed Property for any reason without the specific prior written authorization of an officer of OWNER, or (D) directly or through others, reverse engineer, or attempt to reverse engineer, the computer code portions of the Licensed Property.

8.03 Nothing herein shall be construed as granting any right or license under any copyrights, inventions, patents, trademarks, trade names, trade secrets, know-how, or any other property right, now or hereafter owned or controlled by the Disclosing Party. The Receiving Party acknowledges and agrees that it will use the Confidential Information solely for the purpose contemplated by this Agreement or any agreement hereafter entered into by and between the Parties and for no other purpose whatsoever.

8.04 Within a reasonable time after the Disclosing Party's written request at any time during the Term, or upon termination of this Agreement, the Receiving Party shall promptly redeliver all material containing or reflecting any information contained in the Confidential Information and will not retain any copies, extracts, or other reproductions in whole or in part of such written material. All documents, memoranda, notes, or other writings whatsoever based on the information contained in the Confidential Information shall be returned or destroyed, and such return or destruction shall be certified in writing to the Disclosing Party by an authorized officer of the Receiving Party supervising the return or destruction. If after commercially reasonable efforts a Receiving Party determines that it can neither return nor destroy the Confidential Information received from the Disclosing Party and stored electronically on the Receiving Party's systems, then the Receiving Party shall take all appropriate measures to maintain the Confidential Information in the manner as required by this Agreement for so long as the Confidential Information remains on Receiving Party's systems and, when appropriate, to dispose of its systems in a manner calculated to destroy the Confidential Information. The requirements of confidentiality set forth herein shall survive the return or destruction of such Confidential Information.

8.05 LICENSEE acknowledges the competitive value and confidential nature of OWNER's Confidential Information and that disclosure thereof to any third party could be competitively harmful to OWNER. In the event that LICENSEE becomes legally compelled to disclose any of the Confidential Information, LICENSEE shall provide OWNER with prompt written notice, so that OWNER may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, LICENSEE shall furnish only that portion of OWNER's Confidential Information which is legally required and LICENSEE shall exercise its reasonable best efforts to obtain assurance that confidential treatment will be accorded OWNER's Confidential Information.

8.06 LICENSEE acknowledges that any failure to comply with the requirements of this Article will cause OWNER irreparable injury, and LICENSEE agrees to pay all court costs and reasonable attorneys' fees incurred by OWNER in obtaining specific performance of, or an injunction against violation of, the requirements of this Article.

#### IX. Transferability and Assignability

9.01 This Agreement shall not be assigned by one Party to this Agreement without the prior, written approval of the other. In the event of a request for approval of an assignment, grounds for withholding approval may include concerns as to the assignee's ability to perform under this Agreement or the retention by the assignee of personnel having appropriate expertise, and these and other grounds for objection must first be satisfied to the satisfaction of the party withholding approval before approval will be granted.

9.02 Either Party may make an assignment, in whole or in part, of any of its rights or obligations under this Agreement to an Affiliate, a third party to whom the Licensed Property has been sold (provided the purchaser of the business provides the other Party reasonable assurance of its ability to perform under this Agreement and its financial condition), or one or more successors in interest that agree to be bound by all terms and conditions of this Agreement.

9.03 Each Party shall cause its permitted assigns to be bound by the terms of this Agreement. Any assignment, transfer, or delegation in contravention of this Section of this Agreement shall be null and void. This Agreement shall inure to the benefit of the Parties and their permitted successors and assigns.

#### X. Certain Covenants

10.01 LICENSEE specifically acknowledges that pursuant to this Agreement LICENSEE will receive valuable specialized training, Confidential Information from OWNER, and the use of the Licensed Property, the Non-Statutory Intellectual Property and Statutory Intellectual Property. LICENSEE covenants that, during the term of this Agreement, except as otherwise approved in writing by OWNER, LICENSEE shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation, or other legal entity:

(A) Divert or attempt to divert any business or customer of OWNER, an Affiliate of OWNER, or any licensee of OWNER or any Affiliate thereof to any competitor by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the Licensed Property;

(B) Employ or seek to employ any person who is at that time employed by OWNER or any Affiliate of OWNER, or otherwise directly or indirectly induce such person to leave his or her employment; or

(C) Own, maintain, engage in, or have any interest in any business offering the same or similar services as those of OWNER or any Affiliate of OWNER or render such services for any third party.

10.02 LICENSEE covenants that, for a continuous uninterrupted period commencing upon the expiration or termination of this Agreement, regardless of the cause for termination, and continuing for two (2) years thereafter, LICENSEE will observe and honor the covenants stated in the immediately foregoing Section of this Agreement.

10.03 The covenants stated in the foregoing Sections 10.01 and 10.02 shall not apply to ownership by LICENSEE or any Affiliate of LICENSEE of less than a five percent (5%) beneficial interest in the outstanding publicly traded equity securities of any corporation.

10.04 The Parties agree that each of the covenants set forth in this Article shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Article is held unreasonable or unenforceable by a court, arbitration tribunal, or governmental agency having valid jurisdiction in a final decision to which OWNER is a party and which OWNER does not appeal, LICENSEE expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Article.

10.05 LICENSEE understands and acknowledges that OWNER shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Article, or any portion thereof, without LICENSEE's consent, effective immediately upon receipt by LICENSEE of written notice thereof, which notice may be given in an revision to the User Manual. LICENSEE agrees that it shall immediately comply with any covenant as so modified.

10.06 LICENSEE expressly agrees that the existence of any claims it may have against OWNER or any Affiliate of OWNER, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by OWNER of the covenants set forth in this Article.

10.07 LICENSEE acknowledges that LICENSEE's violation of any of the covenants set forth in this Article would result in irreparable injury to OWNER for which no adequate remedy at law or in arbitration may be available, and, in the event of LICENSEE's breach of any covenant set forth in this Article LICENSEE accordingly consents to the issuance of an injunction prohibiting any conduct by LICENSEE in violation of the terms of any covenant set forth in this Article. LICENSEE agrees to pay all costs and expenses (including reasonable attorneys' fees) incurred by OWNER in connection with obtaining any injunction against LICENSEE pursuant to this Section.

## XI. Disclaimers

11.01 OWNER is entering into this Agreement and undertakes to allow LICENSEE to use the Licensed Property to provide the Licensed Services in reliance upon LICENSEE's representation that LICENSEE is duly licensed in the Territory to practice law and that LICENSEE is familiar with the law surrounding the preparation of a Last Will and Testament (and related documents)

for LICENSEE's clients. LICENSEE acknowledges that LICENSEE's use of the Licensed Property to provide the Licensed Services does not constitute OWNER's practice of law for LICENSEE's clients or for LICENSEE. LICENSEE further acknowledges that when using the Licensed Property LICENSEE shall be solely responsible for the advice given to and documents prepared for LICENSEE's clients.

11.02 LICENSEE acknowledges and agrees that OWNER's Confidential Information shall be provided on an "AS IS" basis. When transmitting its Confidential Information, OWNER MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND EXPRESSLY DISCLAIMS ALL IMPLIED OR EXPRESS WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NONINFRINGEMENT.

11.03 OWNER provides an online portal for LICENSEE to direct LICENSEE's clients to an automated software solution that will allow LICENSEE's clients prepare their own legal documents. The forms completed by the client of LICENSEE are returned directly to LICENSEE for review, approval, and delivery to the client. OWNER will not communicate with any client of LICENSEE other than as set forth in this Agreement. OWNER is not a law firm and will not perform legal services for or legal advice to any person or entity, including a client of LICENSEE. Notwithstanding anything herein to the contrary, OWNER reserves the right to communicate with LICENSEE'S clients for all matters not involving legal advice or legal representation arising from use of the Licensed Property.

## XII. Ancillary Provisions

12.01 EXCEPT FOR LOSSES ARISING IN CONNECTION WITH BREACH OF OBLIGATIONS CONTAINED IN ARTICLES VII, VIII, OR X OF THIS AGREEMENT, NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER WITH RESPECT TO THEIR OBLIGATIONS UNDER THIS AGREEMENT FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF THEY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.02 Notwithstanding anything in this Agreement to the contrary, LICENSEE shall indemnify, defend and hold harmless OWNER and its respective owners, members, partners, officers, and employees from and against:

- (i) All claims and causes of action of any kind, including contract, tort or otherwise, by any third-party related to or arising out of LICENSEE's use of the Licensed Property to provide the Licensed Services or arising from any other duties and obligations of LICENSEE under this Agreement; and
- (ii) Any losses, liabilities, damages and expenses (including, but not limited to reasonable attorney's fees and expenses incurred by OWNER as a result of any such claims or causes of action.

12.03 The making, execution, and delivery of this Agreement by the Parties have been induced by no representations, statements, warranties, or agreements other than those herein expressed. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Except as otherwise expressly set forth in this Agreement, this Agreement may not be modified or amended except in writing signed by the Parties.

12.04 All notices, requests, demands, or other formal communications hereunder, including notices of change of address, shall be in writing and sent by email to the Party receiving notice at the address first set forth above, with confirmation to be sent via First Class U. S. Mail. Notices will be deemed effective upon personal delivery or one (1) hour after email transmission.

12.05 This Agreement is entered into by and between, and may be enforced only by, the Parties, and this Agreement shall not be deemed to create any rights in third parties (other than the Parties' permitted successors and assigns and any persons entitled to indemnity hereunder), including suppliers and clients of a Party, or to create any obligations of a Party to any such third parties.

12.06 No Party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is from causes outside the reasonable control of a Party. Such causes may include fire, flood, earthquake, natural disasters or acts of God, pandemic, terrorist acts, riots, civil disorders, freight embargoes, government action, or the like, provided the non-performing Party is without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and could not reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means (including disaster recovery services, if any). However, the non-performing Party shall not be excused from its obligations to protect the other Party's Confidential Information. In such event the non-performing Party shall be excused from further performance or observance of the obligations so affected for as long as such circumstances prevail and such Party continues to use commercially reasonable efforts to recommence performance or observance without delay. Any Party so delayed in its performance shall immediately notify the Party to whom performance is due by telephone (to be confirmed via email within twenty-four (24) hours of the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay. Should any event delay the performance by a Party for thirty (30) days or more, the other Party may terminate this Agreement upon notice to the delayed Party.

12.07 THIS AGREEMENT SHALL BE CONSTRUED AND THE LEGAL RELATIONS BETWEEN THE PARTIES DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARKANSAS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW RULES WHICH MAY DIRECT THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. ANY DISPUTE HEREUNDER REQUIRING JUDICIAL RESOLUTION SHALL ONLY BE MADE THE SUBJECT OF AN ACTION BROUGHT IN A COURT OF COMPETENT JURISDICTION IN PULASKI COUNTY, ARKANSAS, AND THE PARTIES EACH ACCEPT THE EXCLUSIVE JURISDICTION OF SUCH COURTS. Any claim or action brought by either Party to this Agreement against the other must be commenced within one (1)

year from the occurrence of the facts giving rise to such claim or action; such claim or action shall be barred.

12.08 Neither Party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of the other Party, except as expressly provided herein. This Agreement is not intended to be nor shall it be construed as a joint venture, association, partnership, or other form of a business organization, agency relationship, or employment relationship.

12.09 Other than as specifically set forth in this Agreement or the User Manual, LICENSEE shall have no right to use the Marks or the Licensed Property. Nothing contained herein shall be deemed to grant to LICENSEE, either directly or by implication, estoppel, or otherwise, any license under any patents, copyrights, trademarks, service marks or other intellectual property rights of OWNER. In no event shall either Party issue a press release or make any public statement concerning the other without the prior written permission of the other.

12.10 Each Party shall, at its own cost and expense, perform its obligations under this Agreement in compliance with all applicable laws to which a Party is subject.

12.11 No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against whom it is sought to be enforced. The delay or failure by either Party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that Party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

12.12 This Agreement has been negotiated by the Parties and their respective legal counsel and will be fairly interpreted in accordance with its terms and provisions and without any strict construction in favor of or against either Party. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the same shall not affect any of the other terms or provisions of this Agreement, but such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and undertakings of the Parties set forth in the remainder of this Agreement. The headings used for the Articles in this Agreement are for reference purposes only, and will not be deemed to limit, expand, or in any way affect the interpretation of any term or provision of this Agreement.

12.13 Except as otherwise expressly provided herein, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law or in equity.

12.14 The provisions of this Agreement which by their nature are intended to survive the termination of this Agreement shall survive termination of this Agreement and any permitted assignment of this Agreement. Notwithstanding the generality of the foregoing, Sections 3.04, 7.02, 7.03, and 10.02 as well as Articles VIII and XII specifically shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have duly executed this Agreement effective as of the date first above written.

OWNER:

**SIMPLEWILL, LLC,**  
an Arkansas limited liability company

By: \_\_\_\_\_  
Name: John T. Starling  
Title: Manager

LICENSEE:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_