

LICENSE AGREEMENT

1. GRANT OF LICENSE. Elite Teepees, LLC (“Licensor”) grants you (“Licensee”) a nonexclusive license to use the Elite Teepees System (“System”) as outlined in the Elite Teepees Quick Start Guide for twelve (12) month periods (“Term”) according to the terms in this Agreement.

In consideration of the premises and mutual covenants of this Agreement, the parties hereto agree as follows:

A. License Grant. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a nontransferable, nonexclusive, right to use the System as set forth below.

Licensee shall not have the right to sublicense this System, in whole or in part.

Licensee shall have sole responsibility for hosting and maintaining, at its own expense, Licensee website.

Permitted Uses of System. This Agreement gives you the right to use the trademarked Elite Teepees name and logo, and all other intellectual property included in the Quick Start Guide, as set forth in Appendix A.

Trademarks. The Elite Teepees Name, Website, and Logo are Servicemarks of Elite Teepees, LLC.

A. Rights and Responsibilities of the Parties

- (1) Delivery of System. Upon receipt of the fee for the System, the Licensor shall provide electronic access for the Licensee to access the System.
- (2) Licensee shall acknowledge on their website that Licensee is an Authorized Licensee of Elite Teepees.
- (3) Licensor shall have the right to amend or modify the Name, Logo, and Servicemarks upon sending three (3) days’ notice to Licensee.
- (4) Permission to publish Licensee as an authorized licensee on the Licensor’s website.
- (5) Licensor and Licensee shall refrain from making any disparaging remarks about the other.
- (6) Licensee has a duty to maintain the quality of the System on Licensee’s website to the highest ethical standards.

2. TERM

The Term of this Agreement shall be one (1) year. This Agreement shall automatically renew for successive one year terms, unless either party notifies the other in writing, not less than thirty

(30) days prior to expiration of the then current term, of such party's intent not to renew this Agreement.

3. TERMINATION

- A. Termination for Breach.** This Agreement may be terminated by either party for the material breach of the other party, provided that the non-breaching party gives written notice to the breaching party and a thirty (30) day opportunity to cure such breach.
- B. Post-Termination Rights and Obligations.** Upon the expiration or earlier termination of this Agreement, Licensee shall immediately cease using the System as provided herein. In addition, all payments that are owed Licensor shall be immediately payable in full.
- C. Licensee Website.** Licensor shall have the right but not the obligation to take control of Licensee Domain name through ICANN voluntary transfer procedure(s).

4. PAYMENT

Licensee agrees to pay the Licensor a one-time license fee in the amount of \$995 for the license granted herein. Payment shall be made immediately prior to the download of the System from Website ("Effective Date").

Licensee agrees to pay the Licensor a license renewal fee in the amount of \$600 per year. Payment shall be made within thirty (30) days of the anniversary of the Effective Date. Late or non-payment constitutes a material breach.

5. OWNERSHIP

Licensor shall retain all right, title and interest in and to the System, subject to the license grant to Licensee hereunder. Licensee shall not attempt to invalidate any ownership interest Licensor has or asserts in the Trademarks or System.

Licensee's Property. Licensee will retain all right, title, and interest in and to Licensee's website and social media worldwide including without limitation ownership of all copyrights, trademarks, look and feel, and other intellectual property rights therein, as well as all right, title, and interest in and to its trademarks, service marks and trade names worldwide, including any goodwill associated therewith.

6. WARRANTY

- A. Corporate Warranties.** Each party hereby represents and warrants that: (i) it has the right, power, and authority to enter into this Agreement; and (ii) this Agreement does not contravene or otherwise conflict with any other agreement entered into by that party.

B. Licensor's Warranties. Licensor represents and warrants that it has all title, rights, and interest in and to the System and that Licensee's use of the System will not infringe any intellectual property right of any third party.

7. INDEMNIFICATION

A. Indemnification by Licensor. Licensor will indemnify and hold harmless Licensee, its officers, directors, and employees from any and all third party claims, liability, damages, and/or costs (including, but not limited to, attorneys fees) arising from its breach of any of its warranties in Section 6 herein.

B. Indemnification by Licensee. Licensee will indemnify and hold harmless Licensor, its officers, directors, employees, from any and all third, party claims, liability, damages, and/or costs (including but not limited to, attorneys fees) arising from its intentional or negligent performance of this Agreement.

Further Indemnification Provisions. Licensor's indemnification shall not cover any modifications or changes made to the System by Licensee.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOST REVENUES OR LOST PROFITS OR OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCURRED BY ANY PERSON, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS.

Assignability. The license granted hereunder is personal to Licensee and shall not be assigned by any act of Licensee or by operation of law without the prior written consent of Licensor in Licensor's sole discretion. Any attempt by Licensee to transfer its rights or liabilities in this Agreement without the prior written consent of Licensor shall be void ab initio. Licensor has and shall have the right to transfer Licensor's rights and obligations under this Agreement at any time without Notice to the Licensee.

Choice of Law/Jurisdiction. This Agreement shall be governed in accordance with the laws of the State of California, without regard to its choice of law or conflicts of law provisions. The parties consent to the personal jurisdiction of all such courts in the County of San Diego.

Binding Arbitration. The parties specifically and irrevocably agree, to submit any controversy or claim arising out of or relating to this Contract, or the breach thereof, to resolution by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association (A.A.A.). A court having subject matter jurisdiction therein shall enter a judgment upon any award rendered by the arbitrators and all parties expressly waive any challenge to the use of arbitration in accordance with this Paragraph. The parties hereto agree that jurisdiction and venue for the hearing of the arbitration and the entry of judgment upon said arbitration award shall be in San Diego County, California. The arbitrators are directed to award the expenses of the arbitration, including required travel and other expenses of the arbitrators and any costs of the arbitrators' representatives, the costs and charges of the American Arbitration Association, all reasonable attorney's fees and costs, to the prevailing party in the arbitration.

Successors. The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors and assigns.

Waiver/Severability. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

Notices Between the Parties. Any notice required to be given pursuant to this Agreement shall be in writing and delivered personally to the other designated party at address or mailed by certified or registered mail or electronic mail, return receipt requested or delivered by a recognized national overnight courier service. Either party may change the address to which notice or payment is to be sent by written notice to the other in accordance with the provisions of this Section. This Section refers to the License Form for the parties current address/ contact information. Notice by email will be considered received 24 hours after being sent or when actually received, whichever occurs first.

No Joint Venture. The relationship between Licensor and Licensee is that of independent contractors, and nothing herein shall be construed as creating an employment, partnership, or a joint venture between them. Neither party shall have the right to bind the other party to any obligation or liability whatsoever.

DISCLAIMER. LICENSOR MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE SYSTEM FOR ANY PURPOSE. IT IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OF AN IMPLIED WARRANTY, SO PORTIONS OF THIS DISCLAIMER MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY BY JURISDICTION.

LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES WHATSOEVER SHALL LICENSOR, ITS SUPPLIERS, OR RESELLERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER MONETARY LOSS), ARISING OUT OF THE USE OR INABILITY TO USE THE SYSTEM, EVEN IF LICENSOR OR ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL DAMAGES ARISING FROM THIS AGREEMENT EXCEED \$500 DOLLARS OR THE AMOUNT OF PAYMENTS MADE BY LICENSEE TO LICENSOR IN THE LAST TWELVE (12) MONTHS, WHICH EVER IS LESS.

NON-DISPARAGEMENT. At all times during the Term and after termination for any reason, Licensee will not knowingly make any statement, written or oral, that would disparage the business or reputation of the Licensor or its officers, managers, directors or employees. It will not be a violation of this Section for Licensee to make truthful statements, under oath, as required by law, to a governmental entity or law enforcement agency or as part of a litigation or administrative agency proceeding.

Appendix A

Permitted Uses of System. This Agreement and license gives Licensee the right to use the System, the trademarked Elite Teepees name and logo, and confidential information contained within in the Quick Start Guide, SOLELY IN THE MANNER SET FORTH BELOW:

- **System**
 - The express purpose of the System is to provide educational information and tips on how to create and operate an Elite Teepees business.

- **Elite Teepees Name**
 - May be copied, reproduced, distributed, published or stored, solely in connection with performance of this Agreement.
 - May not be changed or adapted, or added to or subtracted from. Licensee may add geographic designation to be mutually agreed upon prior to domain name registration – for example ELITETEPEES_HOLLYWOOD would be acceptable. Licensee acknowledges that the consideration paid for this License is adequate and acknowledges that the business may travel with the Licensee; however, there are no guarantees as to exclusivity of geographic designations by Licensor.

- **Licensor Website**
 - May use excerpts or portions of the written text on Licensee’s website, solely in connection with performance of this Agreement.
 - May not use Licensor images, audio or video files, on Licensee Website (other than the Elite Teepees Trademarked name and logo); without the prior written permission of Licensor

- **Licensee Website**
 - Licensor shall have the right to request Licensee to remove content from Licensee’s website upon three (3) days’ notice in Licensor’s sole discretion. The purpose of this requirement is to protect the Licensor’s trademark and goodwill in the Elite Teepees business.
 - Licensee shall own all right title and interest in the Licensee domain name; however, in the event of a material breach of this Agreement, Licensor shall have the right to take possession of the domain name upon ten (10) days’ notice of the material breach that goes uncured in those ten (10) days.

The following templates for Licensee’s use are available for download upon receipt of payment by Licensor:

- **Elite Teepees Logo**
 - May be copied, reproduced, distributed, published or stored, solely in connection with performance of this Agreement.
 - May not be changed or adapted, or added to or subtracted from.

- **Business Card Design**
 - May be copied, reproduced, adapted, distributed and published, solely in connection with performance of this Agreement.
 - Licensor’s details must be replaced with Licensee’s details.

- **“Client Consultation Form” Template**
 - May be copied, reproduced, adapted, distributed, published or stored, solely in connection with performance of this Agreement.
 - Licensor’s content must be replaced with Licensee’s content.
- **“Packing Checklist” Template**
 - May be copied, reproduced, adapted, distributed, published or stored, solely in connection with performance of the System. Licensor’s content must be replaced with Licensee’s content.
- **Client “Confirmation Email” template**
 - May be copied, reproduced, adapted, distributed, published or stored, solely in connection with performance of the System.
- **Referral Program Postcard Design**
 - May be copied, reproduced, adapted, distributed, published or stored, solely in connection with performance of the System. Licensor’s content must be replaced with Licensee’s content.
- **Handcrafted Teepees – How to Make Guides**
 - May be copied, reproduced, adapted or stored, for the sole purpose of creating Licensee’s Elite Teepees stock:
 - Teepee Frames
 - Teepee Covers
 - Teepee Bows
 - Teepee Bunting
 - Teepee Backstrap
 - Teepee Carrier
- **Truth or Dare Game**
 - May be copied, reproduced, adapted, distributed, published or stored, solely in connection with performance of the System.
- **Elite Teepee Flyers**
 - May be copied, reproduced, adapted, distributed, published or stored, solely in connection with performance of the System. Licensor’s content must be replaced with Licensee’s content.
- **Newsletter**
 - May be copied, reproduced, adapted, distributed, published or stored, solely in connection with performance of the System. Licensor’s content must be replaced with Licensee’s content.
- The following are intended to be used as guidelines only and may not be copied, reproduced, adapted, distributed, published or stored:
 - Brand Manual
 - Theme Board
 - Magazine Article