

General Intellectual Property and Proprietary Rights License

This General Intellectual Property and Proprietary Rights License (“Agreement”) is entered into between EXITMAP, LLC, a Texas limited liability company, (“ExitMap”) and the licensee whose signature and information appears at the end of this Agreement (“Licensee”).

1. **Affiliate:** Each Licensee who has executed this Agreement shall be deemed an Affiliate of ExitMap. Those Licensees that pay a monthly fee shall be deemed Enterprise Subscribers and have those rights delineated herein. However, an Affiliate shall not be considered as a legally defined affiliate and shall not be considered an agent, joint venture or otherwise have any legal relationship between the parties.
2. **Licensed Products:** The products and the rights for Affiliates and Enterprise Subscribers are listed on Exhibit B (“Licensed Products”). ExitMap has the sole right to replace, remove or revise Exhibit B upon notice to Licensee. Any amendment issued by ExitMap shall be deemed effective immediately upon receipt by Licensee unless otherwise indicated. All Licensed Products are copyrighted materials of ExitMap either pursuant to Federal copyright protection or common law copyright protection.
3. **Trademarks:** ExitMap owns each of the trademarks listed on Exhibit A including those listed with a Federal trademark registration (“Trademarks”). Licensee shall not take any action which dilutes or infringes the Trademarks. Licensee shall immediately provide written notice to ExitMap of any third party’s attempt to dilute or infringe the Trademarks. ExitMap may update or revise Exhibit A upon delivery to Licensee which shall automatically replace the current Exhibit A.
4. **Effective Date:** _____.
5. **Term:** The Term shall be perpetual until either party provides a written notice of termination to the non-terminating party. The termination shall become effective upon receipt of the written notice.
6. **Nature of License:** Non-exclusive. ExitMap reserves the right to add additional licensees.
7. **License:** Subject to receipt by ExitMap or its designee (MPN Incorporated) of the pay-per-use Licensee Fee (“Per-Use Licensing Fee”) or the monthly Licensing Fee (“Monthly Fee”) for Enterprise Subscribers, and subject to the exceptions and restrictions expressly set forth in this Agreement, ExitMap hereby grants to Licensee the non-exclusive right and license, under ExitMap’s intellectual and proprietary rights to create, develop, produce, publish, promote, market, advertise, distribute, and otherwise exploit, during the Term, the Licensed Products (“License”) subject to the restrictions contained in Exhibit B. A Per-Use Licensing Fee limits the Licensee’s license to a one-time usage of the specifically licensed material contained in one Licensed Product for one specific use without the right to reproduce, revise or otherwise exploit. Enterprise Subscribers shall have a license to utilize all Licensed Products subject to the limitations contained herein for each month it has paid the Monthly Fee and no Event of Default having occurred. Licensee shall not transfer or

sublicense any licenses granted hereunder. The parties agree the rights granted to Licensee hereunder, including, without limitation, those rights granted in this Section shall be limited per the Agreement. Any use of the Licensed Products or any derivate uses thereof shall include a proper trademark and/or copyright notices indicating ExitMap's ownership in the elements and rights licensed to Licensee under this License and contained in any such Licensed Products in a form to be provided by ExitMap. If the Term is terminated by one of the parties, the License shall terminate and Licensee shall have no additional rights.

8. **Reserved Rights:** ExitMap hereby reserves the sole and exclusive ownership of the Licensed Products and the right to revise, update, discontinue or replace such Licensed Products upon notice to Licensee. All rights not expressly granted in this Agreement are reserved by ExitMap. As between ExitMap and Licensee, ExitMap shall be the sole and exclusive owner of the Licensed Products including any items created by or on behalf of Licensee. Licensee agrees: (a) nothing contained in this Agreement shall be construed as an assignment or grant to Licensee of any ownership right in or to the Licensed Products, or any other right, title, or interest in or to the Licensed Products, except as expressly set forth herein; (b) all uses of the Licensed Products shall inure to the benefit of ExitMap; and (c) Licensee recognizes the value of the good will associated with the Licensed Products and acknowledges the Licensed Products, and all rights therein and the good will pertaining thereto, belong exclusively to ExitMap. Licensee shall not utilize any Trademark, or any part thereof, as its name, trade name, or part of any URL. Licensee shall also not designate any affiliation with ExitMap except as a Licensed ExitMap Affiliate.
9. **Power of Attorney:** Licensee hereby grants ExitMap a power of attorney to transfer any materials created by Licensee that incorporate, are derived from or influenced by the Licensed Products or utilize the Trademarks except as allowed in this Agreement. Licensee shall aid ExitMap in the registration of any materials that ExitMap deems to be based on the Licensed Products. Beyond the rights to utilize the Licensed Products pursuant to this Agreement during the Term, an Enterprise Subscriber shall not have any additional rights except as indicated on Exhibit B.
10. **Enterprise Subscriber:** An Enterprise Subscriber shall be a Licensee that pays the Monthly Fee in the amount listed on Exhibit C, if applicable.

11. **Warranties:**

- a. ExitMap warrants and represents that:
 - i. it has power and authority to enter into this Agreement and it has not entered and shall not enter into any other agreement that restricts or impairs, or could restrict or impair its ability to carry out in whole or in part the provisions of this License and the rights granted herein; and

- ii. it is the sole and unconditional owner, or authorized licensee, of all right, title and interest in and to those elements and rights of the Licensed Products.
- b. Licensee represents and warrants that:
 - i. it has power and authority to enter into this Agreement and it has not entered and shall not enter into any other agreement that restricts or impairs, or could restrict or impair its ability to carry out in whole or in part the provisions of this License and the rights granted herein;
 - ii. it shall not infringe or misappropriate ExitMap's intellectual property or proprietary rights in the Trademarks or knowingly aid or abet anyone else in doing so; and
 - iii. it shall defend, indemnify and hold harmless ExitMap, its affiliates, subsidiaries, assignees, directors, representatives, employees and agents, from and against any claim(s) of any third party whatsoever arising from (i) a breach or alleged breach of any of Licensee's representations or warranties hereunder or this Agreement; or (ii) infringement of such third-party's intellectual property rights arising from any Licensed Product created by or on behalf of Licensee or any advertising or promotional materials used by Licensee in connection therewith; or (iii) failure by Licensee to comply with any applicable law or regulation in the exercise by Licensee of the rights granted hereunder.
- c. The representations and warranties of ExitMap and Licensee shall survive any termination or expiration of this Agreement.

12. Events of Default: The following shall be deemed an Event of Default:

- a. Any violation of the License conveyed herein or allowing or acting in concert with any third party to violate the License;
- b. Any breach of this Agreement;
- c. Any use by Licensee of the Trademarks in violation of this Agreement;
- d. Failure to pay any amount due and owing to ExitMap timely;
- e. Failure to notify ExitMap of any attempt by a third party to infringe the Trademarks or the Licensed Products; or
- f. Any attempt to circumvent or infringe or provide access to any third party of the Licensed Products for a nefarious or unauthorized purpose.

Upon any Event of Default, this Agreement shall terminate and Licensee shall return any Licensed Products at Licensee's sole cost to ExitMap. Further, Licensee shall immediately cease use of any electronic versions of all Licensed Products and immediately destroy all copies. Upon request from ExitMap, Licensee shall certify within three (3) days of notice that all electronic copies have been destroyed.

13. **No Circumvent:** Licensee shall not, nor allow any other person to, circumvent or attempt to circumvent ExitMap's right, either pursuant to this Agreement or otherwise.
14. **Governing Law and Venue:** Any controversy of claim arising out of or relating to the construction or applications of any term, provision, or condition of this Agreement shall comply with and be governed in accordance with the laws of the state of Texas as applicable to contracts made and performed entirely within the state of Texas and shall be settled by final and binding arbitration, in San Antonio, Texas, under the Commercial Arbitration Rules of the American Arbitration Association. The number of arbitrators shall be one. The cost of arbitration shall be borne by the losing party or in such proportion as the arbitrator shall decide. Judgment on the award rendered by the arbitrator may be entered in any court in the world having jurisdiction.
15. **Confidentiality:** Each party acknowledges Confidential Information (as defined below) may be disclosed to the other party during the course of this Agreement. Each party agrees it will take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, during the term of the Agreement, and for a period of three (3) years following expiration or termination of the Agreement, to prevent the duplication or disclosure of Confidential Information of the other party, other than by or to its employees or agents who must have access to such Confidential Information to perform such party's obligations hereunder and/or to exploit such party's rights granted to it hereunder, who will each agree to comply with this section. "Confidential Information" means any information relating to or disclosed in the course of negotiating and implementing the License, which is, or should be reasonably understood to be, confidential or proprietary to the disclosing party, including, but not limited to, the content of negotiations between the parties, the material terms of the License, information about source code, product designs, sales, cost and other unpublished financial information, product and business plans, projections and marketing data. "Confidential Information" shall not include information (a) already lawfully known to or independently developed by the receiving party, (b) disclosed in published materials, (c) generally known to the public, (d) lawfully obtained from any third party not bound by a confidentiality obligation to the disclosing party or (e) required or reasonably advised to be disclosed by law.
16. **Limitation of Liability:** EXCEPT TO THE EXTENT (i) THAT A PARTY IS OBLIGATED TO INDEMNIFY THE OTHER PARTY FOR THIRD PARTY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION, OR (ii) LICENSEE IS OBLIGATED FOR PAYMENTS HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR THE LOSS

OF ANTICIPATED PROFITS, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

17. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Any modification of this Agreement must be in writing and signed by both parties hereto.
18. **Assignment and Sublicensing:** Licensee shall not assign any or all of the rights granted hereunder without the written approval of ExitMap, except that Licensee may, upon written notice to ExitMap, assign or sublicense its rights and duties under this Agreement to any corporate entity that controls, is controlled by or is under the common control of Licensee. Except as set forth above, Licensee shall not have the right to sublicense all or any of the rights granted hereunder without the written approval of ExitMap. Any assignment or sublicense by Licensee hereunder shall not relieve Licensee of its obligations to ExitMap. This License shall be binding upon and shall inure to the benefit of the respective successors and assigns of each party. ExitMap may assign this Agreement upon written notice.
19. **Binding Agreement:** This Agreement is intended to create a legally binding relationship between the parties.
20. **Interpretation:** Section headings are included in this Agreement solely for convenience and are not intended to affect interpretation of any provision of this Agreement.
21. **Waiver, Remedies:** No waiver by any party of any term or condition of this Agreement shall be construed to be a waiver of such term or condition in the future, or of any preceding or subsequent breach of the same or any other term or condition of this Agreement or any other agreement, nor shall any such waiver be binding unless written. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative, and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of any party to this Agreement.
22. **Severability:** Any provision of this Agreement that is found by a court of competent jurisdiction to be void, invalid or unenforceable shall be curtailed and limited only to the extent necessary to bring such provision within the requirements of the law, and such finding and curtailment shall not affect the validity or enforceability of any other provision of this Agreement.
23. **Notices:** All notices, statements and other documents, and all approvals or consents that any party is required or desires to give to any other party, shall be given in writing and shall be served in person, by express mail, by certified mail, by overnight delivery, or by facsimile at the respective addresses set forth below, or at such other addresses as may be designated by such party.

Licensors: ExitMap, LLC
15600 San Pedro Ave.
Suite 200
San Antonio, Texas 78232

With Copy to: Rosenblatt Law Firm
c/o James D. Rosenblatt
16731 Huebner Rd.
San Antonio, Texas 78248

Licensee: See below

Delivery shall be deemed conclusively made (i) at the time of service, if personally served, (ii) five days after deposit in the United States mail, properly addressed and postage prepaid, if delivered by express mail or certified mail, (iii) upon confirmation of delivery by the private overnight deliverer, if served by overnight delivery, and (iv) at the time of electronic transmission (with successful transmission confirmation), provided a copy is mailed within 24 hours after such transmission.

[Signature Page Below]

Executed as of the date first above.

ExitMap:

By: John Dini, President

Licensee:

By: _____

Name: _____

Title: _____

Address:

- Exhibit A: Trademarks
- Exhibit B: Licensed Products
- Exhibit C: Enterprise Subscriber Fee (if applicable)

Exhibit A: Trademarks

1. The ExitMap[®] Logo
Reg. No. 3,966,020 Registered May 24, 2011 Int. CI.: 35
2. The words “Exit Map”
Reg. No. 5,248,571 Registered Jul. 25, 2017 Int. CI.: 35
3. “You can get there from here” TM
4. ExitMap[®] ExpressTM
5. Owner Centricity Quiz TM
6. Awake at 2 o’clock? (logo) TM
Federal Registration in process
7. Awake at 2 o’clock? (title) TM
Federal Registration in process
8. The ExitMap[®] Finish Line Video Series TM

Exhibit B: Licensed Products

Website Content, including images, charts, illustrations, graphs, tools, manuals, videos, spreadsheets, articles, PowerPoint presentations, and copy that appears on:

www.exitmap.com

www.youexitmap.com

www.myexitmap.com

www.exitmapexpress.com

www.ownercentricity.com

www.Awakeat2oclock.com

Third Party Vendors: For technical reasons, some ExitMap Materials may be made available to Affiliates through third party sites (e.g. Vimeo, YouTube.) Content housed on third part sites, or offered on ExitMap website via link to third party services, is considered ExitMap protected content for the purposes of this agreement.

Downloads: Downloadable tools, including but not limited to the ExitMap Debriefing Guide, the Business Baseline Interview Form, Cash Flow Illustrator, Cash Flow Calculator, Retirement Guesstimator, Distance to Goal Triangulation, Management Succession Worksheet, Personal Vision Guide, and Seller's Sanity Check are copyrighted materials of ExitMap LLC. Use is limited to advisors and Affiliates only as specifically offered on www.exitmap.com , and they may not be modified.

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Affiliate Branding: Branded reports are provided only through websites built and maintained by ExitMap.

ExitMap Branding: Affiliates are welcome to rebrand certain content that is made available for that purpose through ExitMap websites from time to time. These materials are created without branding for that purpose. UNDER NO CIRCUMSTANCES MAY THE EXITMAP LOGO OR OTHER IDENTIFYING MARKS BE REMOVED FROM ANY MATERIALS WHERE THEY APPEAR.

Exhibit C: ExitMap® Enterprise Subscriber Fee Schedule

The ExitMap® Enterprise Subscription is a monthly membership which includes all of the benefits afforded to Pay-Per-Use Affiliates plus unlimited access to ExitMap® and ExitMap® Express™ tools and resources as long as the monthly fee is paid. The membership may be cancelled anytime at which point, the Enterprise Subscriber will automatically be registered as a Pay-Per-Use Affiliate. See this matrix at www.exitmap.com for the most current list of benefits..



ExitMap® Membership Benefits

	Registered Advisor	Pay-Per-Use Affiliate	Enterprise Affiliate
Client Engagement			
Unlimited 12-page ExitMap® Assessments	✓	✓	✓
Advisor Debriefing Reports (Client's Analysis and Advisor's Action Plan, 40 pages each)	—	Purchased as Needed	UNLIMITED
Your Own ExitMap® Web Page	—	—	✓
Your Name and Logo on ALL ExitMap® Reports (Assessment, Analysis and Action Plan)	—	—	✓
TheEXITMAP® EXPRESS	—	—	✓
Linked listing to your website on ExitMap® Express™ site National Map	—	—	✓
The Assessment Questionnaire Embedded on your Website	—	—	✓
Priority Assignment of Leads from YourExitMap.com (Owner Education Site)	—	—	✓
Listing on the National Affiliate Map on YourExitMap.com	—	✓	✓
Featured Links to your ExitMap® Page from the National Affiliate Map on YourExitMap.com	—	—	✓
<i>Beating the Boomer Bust</i> eBook for Clients	✓	✓	✓
Client Education Videos <ul style="list-style-type: none"> • "An Introduction to the ExitMap® Assessment" • "I'll Think About it in 5 Years" 	✓	✓	✓
Client Coaching Aids <ul style="list-style-type: none"> • Owner Centricity Quiz • Personal Vision Guide • EBITDA Calculator 	✓	✓	✓
Client Coaching Aids (Premium) <ul style="list-style-type: none"> • Business Continuity Planner • Due Diligence Checklist 	—	✓	✓
Downloadable Client Coaching Aids (Enterprise) <ul style="list-style-type: none"> • Personal Vision Guide • Distance to Goal Illustrator • Business Continuity Planner • Seller's Sanity Check • Management Succession Planner • Due Diligence Checklist • SDE/EBITDA Calculator 	—	—	✓
Graphic links to Assessment for email and website	—	✓	✓
Marketing Resource Library <ul style="list-style-type: none"> • Articles • Infographics • PowerPoint Presentations • Trifolds, Flyers and Brochures 	—	✓	✓
Regular Exit Planning Blog Posts to your Website	—	✓	✓
Video Email Drip Campaign	—	✓	✓

	Registered Advisor	Pay-Per-Use Affiliate	Enterprise Affiliate
Pricing			
Membership (one-time cost)	FREE	\$495	\$495
Custom Branded Website plus Downloadable Tools	—	—	\$249/month
Affiliate Debriefing Reports	—	\$130-\$189*	Included (No Limit)

Additional users in a subscriber location are \$49 each, monthly.