

LICENSE AGREEMENT

This License Agreement (“Agreement”) is entered into as of September 1, 2019 (“Effective Date”) by and between ALAMPI & ASSOCIATES, LLC (“Licensor”), having its principal executive office at 7111 Dixie Highway Suite 116, Clarkston, Michigan 48346, and _____ (“Licensee”), having its principal executive offices at _____.

The Parties hereby agree as follows:

1. License and Restrictions.

- (a) As of the Effective Date, and subject to the terms and conditions of this Agreement, Licensor hereby grants to the Licensee, and the Licensee hereby accepts, a personal, nonexclusive, nontransferable license (the “License”) under the Licensor product(s) listed on Schedule A (collectively referred to herein as the “Products”) and under all information contained in any related documentation, instructions, manuals or other materials related to the Product (hereafter collectively referred to as “Documentation”) to: (i) use the Product for internal business purposes of the Licensee and otherwise consistent with this Agreement, the Documentation, and the applicable Schedule, and (ii) use the Documentation in connection with the permitted use of the Product.
- (b) The Product shall be used only for the Licensee’s own business, which shall include assessing leaders for advisors to assist in the leaders’ discussion with advisors. Licensee shall not (i) permit any third party to use the Product, aside from Licensee’s leader clients, or (ii) distribute copies of the Product or Documentation to any third party.
- (c) This Agreement may not be assigned or transferred and no sublicenses or similar rights in the Product may be granted by Licensee.
- (d) Licensor retains all right, title and interest in the Product and nothing contained herein shall be construed as the relinquishment on the part of Licensor of any of Licensor’s ownership interest in the Product.
- (e) Licensee shall not reverse engineer, decompile, disassemble or otherwise attempt to gain access to or understanding of the underlying formula of the Product.
- (f) Licensee alone is responsible for determining which Products or Documentation best suits Licensee’s needs and for the results obtained.
- (g) Licensee shall bear the responsibility of ensuring that its computer system and software is compatible

with the requirements to use Licensor’s Product and Documentation.

- (h) Licensee acknowledges that the use of software is at Licensee’s own risk, and in the event of error or the loss of data, all risk of loss is assumed by Licensee.

2. Term and Termination; Suspension.

- (a) This Agreement commences on the Effective Date and shall be effective through the first complete calendar year after the Effective Date (the “Initial Term”). Thereafter this Agreement shall automatically renew on a year-to-year basis each January 1. Licensor may modify the rates used to calculate the Annual Fees set out in Schedule B for each new contract year, provided that Licensor shall give to Licensee written notice of the rates applicable to the subsequent renewal term.
- (b) If Licensor discovers that Licensee is in breach or default of this Agreement, then Licensor shall deliver notice of such breach or default to Licensee. Licensee shall have ten (10) days to cure such breach or default. If such breach or default is not cured within the ten-day cure period, then Licensor may terminate this Agreement and seek damages including legal and equitable relief.
- (c) Upon termination of this Agreement for any reason, including due to a breach or default by the Licensee, the license granted herein shall terminate, the Licensee shall cease using the Product, and the Licensee shall either (i) promptly return the Product and other materials related to the Product to Licensor, or (ii) destroy the Product and other materials and certify such in writing to Licensor.
- (d) Notwithstanding a termination of this Agreement for any reason, Paragraphs 5, 6, 7, and 8 shall survive the termination of this Agreement.
- (e) If Licensee is delinquent in the payment of any fees due under this Agreement, or under any other agreement Licensor may in its sole discretion disable the Product and prevent access until such delinquency is cured. This remedy is in addition to,

and not substitution of, other remedies available to Licensor arising from the delinquency.

3. Financial Terms.

- (a) Any payment due hereunder and as described on Schedule B, shall be made prior to Licensee gaining access to the Documentation.
- (b) All prices described on Schedule B are exclusive of all taxes. Where appropriate these shall be calculated and charged in addition to, and shall be payable under the same terms and conditions as, the prices.
- (c) Fees shall not include consulting, training services, or other costs.

4. Licensor Warranties.

- (a) Licensor hereby warrants that the Documentation shall be substantially free from material errors and defects in material and workmanship.
- (b) Licensor represents and warrants that it holds all rights, title and interest in and to, including, trademark interests, copyright interests, in the material that constitutes the Product and Documentation.
- (c) Licensee's sole remedy for a breach of the foregoing warranty shall be for Licensor to use reasonable efforts to correct the material error, and in the event of a breach of the foregoing warranty, Licensor may terminate this License Agreement with no further obligations other than to refund to Licensee any unearned license fees.

5. Waiver and Remedies.

- (a) EXCEPT FOR THE EXPRESS WARRANTIES DESCRIBED HEREIN, THE PRODUCT IS DELIVERED TO THE LICENSEE "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THAT THE PRODUCT WILL MEET THE LICENSEE'S REQUIREMENTS, PRODUCE RESULTS DESIRED BY THE LICENSEE, OR OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE.
- (b) IN NO EVENT SHALL LICENSOR BE LIABLE TO THE LICENSEE FOR ANY INDIRECT,

INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR RELIANCE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST OR ANTICIPATED REVENUES OR PROFITS) ARISING OUT OF THIS AGREEMENT OR THE LICENSEE'S USE OF THE PRODUCT, ON ANY THEORY OF LIABILITY EVEN IF LICENSOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- (c) In all events, Licensor's, maximum, aggregate liability under this Agreement shall not exceed the price of the license fee tendered to Licensor by the Licensee.
- (d) The Licensee's remedies in this Agreement are exclusive.

6. Confidentiality.

- (a) The term "Confidential Information" may include in any form, but is not limited to, processes, formulae, specifications, programs, instructions, source code, technical know-how, methods and procedures of operation, benchmark test results, and proposals. Confidential Information shall include any business or technical information of Licensor, including but not limited to any proprietary work, Product and Documentation, whether oral or written.
- (b) The Licensee will take all necessary steps to protect any Confidential Information with the same degree of care that the Licensee uses to protect its own confidential and proprietary information of like kind, provided however, that if the degree of care used by the Licensee to protect its own Confidential Information of any kind is less than reasonable care, then the Licensee shall use reasonable care to protect such Confidential Information. The Licensee shall not use Confidential Information provided by Licensor other than (i) to conduct business with Licensor consistent with this Agreement, and (ii) for implementation and use of the Product as authorized under this Agreement.

- (c) Licensee will ensure that all copies of Documentation made by Licensee will include any and all trademarks and copyright notices that are present on the original from which the copies are being made. Documentation will not be transmitted or disclosed, in whole or in part, to anyone except those of Licensee's employees who by reason of their position have a need therefor.

7. Indemnity.

- (a) Licensee will indemnify, defend, and hold harmless Licensor, its subsidiaries and affiliates, and their respective owners, directors, officers, and

employees, from and against any and all loss, cost, damage, expense and claims of any nature whatsoever due to or arising out of Licensee's use of or connection to the Documents, Licensee's violation of this License Agreement, or Licensee's violation of any rights of another.

8. Audit.

- (a) Licensor shall have the right upon reasonable notice and during business hours to audit Licensee's compliance with the terms of this License Agreement, and Licensee shall deliver to Licensor information reasonable requested by Licensor related to this License Agreement and Licensee's compliance with its terms, and Licensee shall furnish Licensor access to Licensee's computer systems and business records in connection with such audit.

9. Miscellaneous.

- (a) Choice of Law. This Agreement shall in all respects be governed by the laws of the State of Michigan (regardless of the laws that might be applicable under principles of conflicts of law).
- (b) Counterparts. This Agreement may be executed in any number of counterparts and may be executed and transmitted by facsimile or electronic means. All counterparts shall collectively constitute one and the same Agreement.
- (c) Force Majeure. Neither party shall be in default of this Agreement or be liable for any delay or failure in performance resulting directly or indirectly from any cause beyond its reasonable control; provided however, that either party who fails because of force majeure to perform its obligations hereunder shall, upon the cessation of the force majeure, take all reasonable steps within its power to resume compliance under the Agreement with the least possible delay.
- (d) Assignment. Licensee may not assign or otherwise transfer this Agreement or any other rights or obligations herein without the express written consent of Licensor. Licensor may assign or otherwise transfer this Agreement or any other rights herein. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, their successors and assigns.
- (e) Entire Agreement. The terms and conditions contained herein, together with the terms and conditions attached as Exhibits or Schedules hereto, constitute the entire agreement between the parties hereto relating to the subject matter of this Agreement and shall supersede all previous

communications between the parties hereto with respect to the subject matter of this Agreement. Neither Licensor nor the Licensee has entered into this Agreement in reliance upon any representation, warranty, covenant or undertaking of the other party that is not set out or referred to in this Agreement, an Exhibit or a Schedule to this Agreement.

- (f) Amendment. This Agreement may be modified or amended only by the written agreement of the parties hereto specifically referencing this Agreement. Any terms and conditions stated on a purchase order or other accounting statement, whether delivered prior to or subsequent to this Agreement, shall not modify the terms and conditions of this Agreement.
- (g) Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable in any respect, then the parties hereto shall substitute such provision with a legal, valid and enforceable provision which attempts to obtain the same result as the provision declared illegal, invalid or unenforceable. The provisions hereof are severable, and in the event any provision of this Agreement is held to be illegal, invalid or unenforceable in any respect, then the remaining provisions of this Agreement shall remain binding on Licensor and the Licensee.
- (h) No Waiver. No failure or delay on the part of either party in the exercise of any power or right hereunder shall operate as a waiver thereof. No single or partial exercise of any right or power hereunder shall operate as a waiver of such right or of any other right or power. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach hereunder.
- (i) Licensor Marks. The Licensee shall not use in advertising, publicity, promotion, marketing or any other activity, any name, trade name, trademark, service mark or other designation of Licensor, except upon the prior written consent of Licensor.
- (j) Usage. Wherever any provision of this Agreement uses the term "including" (or "includes"), such term shall be deemed to mean "including without limitation" and "including but not limited to" (or "includes without limitation" and "includes but is not limited to") regardless of whether the words "without limitation" or "but not limited to" actually follow the term "including" (or "includes").
- (k) Headings. The descriptive headings of the several Paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

to Jim Alampi 7111 Dixie Highway Suite 116,
Clarkston, Michigan 48346 or jim@alampi.com.

(l) Notices. Any notice or other communications required or permitted hereunder shall be sufficiently given if in writing and delivered personally, sent by facsimile or email but only if receipt is acknowledged, Federal Express (or other similar reputable third party delivery service), registered mail or certified mail, postage prepaid and addressed

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ALAMPI & ASSOCIATES, LLC

_____ (“LICENSEE”)

By: _____
(Sign)

By: _____
(Sign)

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A

DESCRIPTION OF PRODUCT

The Alampi Leadership Assessment consists of 21 questions about Company and CEO performance in the areas of leadership, process and culture. The 21 questions are self-scored by a leader and through our algorithms result in a summary scorecard to help identify common barriers to a company's profitable growth. The overall goal is helping a CEO get from his/her vision to execution and results.

The self-assessment scorecard is also compared to all other companies that have taken the assessment and all other companies of similar headcount size that have taken the assessment. In addition to the scorecard any individual who takes the Alampi Leadership Assessment will receive a 30 minute call from a certified EM Advisor to understand the results and what areas need focus efforts to improve.

SCHEDULE B

LICENSE FEES; ANNUAL MAINTENANCE AND SUPPORT FEES

This Agreement automatically renews on a year to year basis each January 1 following the Initial Term as stated on the Product License Agreement. If a new Schedule B is required due to a change in rates by Licensor, it will be provided to Licensee for approval within a reasonable time period.

License Fee

The license fee for Product shall be \$10 for each Alampi Leadership Assessment forwarded from Alampi & Associates to EM Advisor.

The license fee for Product purchased and used by an EM Advisor with a client or prospective client shall be quantity-based: 1 to 5 - \$175 each; 6 to 10 - \$150 each; 11 or more - \$125 each.