

Life Estate Organizer Software License Agreement

This Life Estate Organizer Software License Agreement (the "Agreement") is made and effective on the date the Licensee checks the I accept the "License Agreement" check block on the Life Estate Organizer registration page and submits their credit card for payment of the license:

Between: Quiet Sunset LLC (the "Licensor") a corporation organized and existing under the laws of The State of Ohio of The United States of America with its head office located at:

102 Eaglescliff Drive
North Bend, Ohio 45052

And: The (Licensee), the company located at the billing address of the credit card posted for payment of the license agreement.

Recitals

WHEREAS, licensor has developed a certain computer program and related documentation more particularly described in Schedule "A" attached hereto ("The Products") and desires to grant licensee a license to use the software.

WHEREAS, licensee wishes to use the software under the conditions set forth in this agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, licensee and licensor hereby agree as follows:

1. Definitions

The following definitions shall apply to this agreement:

"Software" means the computer programs and documentation listed in Schedule "A" attached to this Agreement.

"Registration" means after completing Life Estate Organizer sign-in, granting access to Life Estate Organizer for a 30-Day Trial, licensee can register to license the program by entering administrators email address, first and last name, company name, agree to license agreement terms and conditions, privacy policy and post a credit card for payment.

"Sign In" means the licensee has established an email address, first name and last name for a LEO-PRO account. Licensee will establish a password for their clients account for 24/7/365 access to LEO by clicking on the SIGN IN button located on the Life Estate Organizer Web Page, licensee's Web Page or both.

"Derivative Works" means a work that is based upon one or more preexisting works, such as a revision, modification, translation, abridgement, condensation, expansion or any other form in which such a

preexisting work may be recast, transformed or adapted, and that, if prepared without authorization by the owner of the preexisting work, would constitute copyright infringement.

“Use” means (i) having completed the registration and sign in functions rendering the LEO program usable by the licensee and their clients. (ii) executing or inputting data into the collective fields located within the software. (iii) client’s encrypted data and the LEO program are saved, stored and retrieved from the LEO Security System (LSS) operating on a secure server system. (iv) printing a PDF copy of the software and client’s inputted data for archival purposes.

“Nonexclusive” means the licensee has a nonexclusive right to license the software from the licensor and understands the same rights will be given to other licensees in the licensee’s area.

“Profile(s)” means the person(s) the licensee has entered into the Life Estate Organizer (LEO) Application as the Profile Owner and whose name is listed under Personal Information, Head of Household, First Name, Middle Name, Last Name, Maiden Name, Nick Name or some Other Name.

“Administrator” means the person appointed by licensee to be the liaison between the licensor and the licensee, responsible for decision making between parties and assigning managers to create profiles.

“Manager” means the person or persons; attorneys, estate attorneys, financial planners, financial advisors or some other person, appointed by the administrator, to conduct business for the licensee to write LEO profiles to licensee’s clients.

2. Software License

This license is effective on the date the licensee checks the I Agree Check Block for the License Agreement and the Privacy Agreement on the registration page and post a credit card for payment. At that time the agreement is executed by both parties and will last until termination by one or both parties as defined in Section 8, Termination, of this agreement.

Licensor hereby grants licensee a nonexclusive license to use the software by licensee’s identified registered users.

3. License Fee

As consideration for the licensee to use the software granted herein, licensee shall pay to the licensor fees as indicated below for as long as the two parties continue their relationship under the terms of this agreement.

1. Billing commences upon date of profile entry by appointed manager(s).
2. Licensee will be billed on a monthly basis to the posted credit card.
3. Billing is based upon the productivity of managers to write profiles for clients.
4. Licensee will be billed \$5.00 per profile, per month, per manager up to a quantity of (20) profiles. Upon the writing of a manager’s 21st profile, the billing for that manager will cap at \$100.00 per month.
5. Profiles roll over from year to year for the term of the agreement for each manager.
6. Managers on occasion may lose clients. When a manager’s profiles fall below the (20) profile threshold, the profile pricing will revert back to \$5.00 per profile, per month for that manager.

7. Billing continues until profiles are cancelled, transferred to a subscription account, license agreement is terminated by one or both parties, there are no more profiles in the licensee's profile billing account, profile owner passes away or other profile payment agreement is made.
8. \$100.00 annual fee option for the licensee for use of LEO marketing materials in their marketing of LEO and their services.
9. Licensor retains the right to review cost per profile and optional marketing cost on an annual basis. If licensor increases the cost per profile and/or the LEO marketing material cost, licensor must give licensee a 30-Day advance notice prior to the cost increase per profile /or cost increase in the marketing material annual fee.

4. Licensee's Rights and Obligations

Licensee may:

1. Input data to the software program.
2. Save, store and retrieve client's inputted data on the licensor's server system.
3. Make multiple printed copies of the inputted LEO data for backup or archival purposes.

The software and documentation are protected by The United States of America copyright laws and international treaties. Licensee must treat the software like any other copyrighted material – for example a book. Licensee may not:

1. Copy the documentation except for the output document for their client.
2. Copy the software.
3. Modify or adapt the software or merge it into another program except for as allowed by the licensor as the software may be personalized in the areas designated by the licensor.
4. Reverse engineer, disassemble, decompile or make any other attempt to discover the source code of the software.
5. Place the software onto a server so that it is accessible via a public network such as the internet.
6. Sublicense, rent, lease or lend any portion of the software or documentation.
7. Licensee may not mass market the software to the public or to any one individual other than their clients, one client at a time.

5. Limited Warranty

Licensor warrants over the term of the license agreement:

1. The physical media on which the Software is distributed will be free from defects in materials and workmanship under normal use, and
2. The software will perform in substantial accordance with the Documentation.

To the extent permitted by law, THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AND LICENSOR DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OF TITLE, INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, regardless of whether Licensor knows or had reasons to know of Licensee's particular needs. No employee, agent, distributor of licensor is authorized to modify, nor to make any additional warranties.

6. Limited Remedy

Licensor's entire liability and licensee's exclusive remedy shall be:

1. If licensor is unable to deliver a software program which will operate as advertised by the licensor and is not free from defects in materials and workmanship, licensee may terminate this agreement and licensee's money will be refunded.
2. At times the licensor's software program may be shut down for maintenance or due to unforeseen circumstances such as weather, electrical failure, machine failure, etc. Licensor will notify licensee of the circumstance and estimated time to render the software operable when this occurs by email.
3. Licensor has implemented a real-time, back-up/geo-redundant server system to retain data in the event of the failure of one system. Licensee and their clients should print a hard copy of their LEO for archival purposes and the possibility of dual server system failure.

IN NO EVENT WILL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES, INCLUDING ANY LOST DATA, LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OR THE INABILITY TO USE THE SOFTWARE EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES, OR FOR ANY CLAIMS BY ANY OTHER PARTY.

7. Representations and Warranties

Licensor hereby represents and warrants to licensee that:

1. Licensor is the owner of all right, title and interest, including copyright, in all the licensed materials, or has the authority to enter into this agreement on behalf of the owner.
2. Licensor has not granted any rights or licenses to the licensed materials that would conflict with licensor's obligations under this Agreement.
3. Licensor is fully aware of licensee's business requirements and intended uses for the software and the software would satisfy such requirements and is fit for such intended uses.
4. Licensor will not enter into any agreement with any third party which would affect licensee's rights under this agreement, or bind licensee to any third party, without licensee's prior consent.
5. Licensee's use of the licensed materials as authorized by this Agreement will not infringe any existing copyright, trade secret, patent or trademark rights of any third party

8. Termination

Licensor shall have the right to terminate this license after giving the licensee 30-days prior notice if licensee fails to perform any obligation required of licensee under this agreement; if licensee fails to succeed in writing profiles for their clients or if licensee becomes bankrupt or insolvent. This license agreement takes effect upon licensee's execution of the license agreement as outlined in Section 1. "Registration and Section 2. Software License and remains effective until termination or mutual agreement to terminate the agreement between the licensor and licensee. It will also automatically terminate if licensee fails to comply with any term and condition of this license agreement.

9. Client Subscription or Loss of Software Access upon Termination

Before a client terminates their LEO-PRO profile account, the LEO-PRO manager must have established shared access of the LEO-PRO account with the client and client must decide to purchase a LEO subscription or not prior to client termination. If client decides to purchase a LEO subscription, client can open a LEO subscription under the email address which established shared access and LEO-PRO data will become available to client's LEO subscription account. If client decides not to purchase a LEO subscription, client's LEO-PRO data will be deleted upon termination of client's profile.

Upon termination of this license both parties must give a 30-Day prior notice before termination is final. During this 30-Day period licensee will retain the right to use the LEO software to transfer clients from their LEO-PRO account to a LEO subscription account, if their clients prefer to do so. Upon expiration of the 30-Day notice period, the licensee's LEO-PRO account will be cancelled, the LEO-PRO App will be terminated to both the licensee and the licensee's client and all client data will be stored for a period of 90 days whereupon client's data will be deleted from the licensor's server system.

If a licensee's client has a LEO subscription and elects to transfer said license to be managed by the licensee, the licensee's client will be reimbursed subscription fees on a prorated basis, based upon the date the transfer is complete.

10. Title to Software

Licensor retains title to and ownership of the software and all enhancements, modifications and updates of the software.

11. Modifications and Enhancements

Licensee will make no efforts to reverse engineer the software, or make any modifications or enhancements without licensor's express written consent.

12. The Software

The software shall consist of the templates, modules or components and shall perform the functions identified or set forth on Schedule "A", attached hereto. Each software module or component, specification and proposal included or referred to in schedule "A" is expressly incorporated by reference herein.

13. Documentation

The documentation shall consist of online training materials, guides, listings, specifications, and other materials for use in conjunction with the software as set forth in Schedule "B" attached hereto.

14. Source Code

The software source code is the proprietary property of the licensor and is not included in the documentation distribution to the licensee.

15. Operating Environment

The software and each module or component and function thereof, shall be capable of operating fully and correctly on the combination of computer equipment (Hardware) and the operating system specified in Schedule "D" attached hereto.

16. Delivery

Delivery of the LEO software program will immediately occur upon completion of payment, registration and sign in procedures by the licensee and clients.

17. Software Installation and Acceptance

Within seven (7) days of successful LEO sign in and access to the LEO software, licensee shall conduct all of its own testing procedures on the LEO software. Upon successful completion of the licensee's acceptance testing procedure, licensee shall execute a written notice of acceptance of the LEO software. In the event the software fails to pass the Licensee's testing procedure and the licensee notifies the licensor within five (5) days of the failure and the failed element of the LEO software, then the licensor shall have up to thirty (30) days in which to correct such defect and cause the software to successfully pass the licensee's testing procedure. If the licensor fails to correct the defect, the licensee may elect to cancel this agreement.

20. Software Maintenance

1. Licensor shall promptly notify licensee of any defects or malfunctions in the software or documentation of which it learns from any source. Licensor shall promptly correct any defects or malfunctions in the software or documentation discovered and provide licensee with updated software without additional charge. Licensor's obligation hereunder shall not affect any other liability which it may have to licensee.
2. Licensor shall provide to licensee, without additional charge, updated software and documentation revised to reflect enhancements to the software made by the licensor. Such enhancements shall include all modifications to the LEO software. operation of the LEO software, and/or additional capabilities to or otherwise improve the functions of the LEO software.

21. Training and Support

1. The license includes four (4) hours of free online training in the operation of the LEO software program.
2. If additional training is required beyond the four (4) hours of free online training, licensor will discuss training requirements with licensee, layout a written training plan in the use and operation of the LEO software or any problems therewith and the cost for the additional training and support.
3. Telephone consultation shall be requested and provided only during normal business hours, 9:00 AM to 5:00 PM EST Monday through Friday.

22. Licensee's Modifications

Licensee shall not modify the software. Any modifications required of the LEO software will be submitted to the Licensor in writing. Licensor will acknowledge receipt of the request for modification and advise approval/disapproval of software modification. Approval/disapproval of the modification shall be the sole discretion of the licensor. Upon approval of the modification, licensor will advise schedule to modify and issuance of updates to the LEO software to all licensees.

23. Confidentiality

Each party agrees that it shall not disclose to any third party any information concerning the customers, trade secrets, methods, processes, or procedures or any other confidential, financial or business information of the other party which it learns during the course of its performance of this agreement, without the prior written consent of such other party. The obligation shall survive the cancellation or other termination of this agreement.

The LEO software contains trade secrets and proprietary know-how that belongs to us and it is being made available to licensee in strict confidence.

ANY USE OR DISCLOSURE OF THE SOFTWARE OR ITS ALGORITHMS, PROTOCOLS OR INTERFACES, OTHER THAN IN STRICT ACCORDANCE WITH THIS LICENSE AGREEMENT, MAY BE ACTIONABLE AS A VIOLATION OF OUR TRADE SECRET'S RIGHTS.

24. Publicity

Licensor shall not refer to the existence of this agreement in any press releases, advertising or materials distributed to prospective customers, without the prior written consent of licensee.

25. Licensor's Proprietary Notices

Licensee agrees that any copies of the software or documentation which it makes pursuant to this agreement shall bear all copyright, trademark and other proprietary notices included therein by licensor and, except as expressly authorized herein. Licensee shall not distribute same to any third party without licensor's prior written consent. Notwithstanding the preceding sentence, licensee may add its own copyright or other proprietary notice to any copy of the software or documentation which contains modifications to which licensee has ownership rights pursuant to this agreement.

26. Most Favored Customer

Licensor agrees to treat licensee as its most favored customer. Licensor represents that all of the prices, warranties, benefits and other terms being provided hereunder are equivalent to or better than the terms being offered by licensor to its current customers with a similar customer profile. If, licensor enters into an agreement with any other customer with a similar customer profile providing such customer with more favorable terms, then this agreement shall be deemed appropriately amended to provide such terms to licensee. Licensor shall promptly provide licensee with any refund or credit thereby created.

27. Assignment

Licensee may assign this agreement to any subsidiary or affiliate under its control, or as part of the sale of that part of its business which includes the hardware or any substantial portion of its data processing facilities, or pursuant to any merger, consolidation or other reorganization, without licensors consent, upon notice to licensor. Licensor shall not assign this agreement without Licensee's prior written consent, which shall not be unreasonably withheld. An assignee of either party, if authorized hereunder, shall have all of the rights and obligations of the assigning party set forth in this agreement.

28. Indemnity

Licensor agrees to indemnify and hold harmless licensee and its subsidiaries or affiliates under its control, and their directors, officers, employees and agents, against any and all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or related to any claim that licensee's use or possession of the software or documentation, or the license granted hereunder, infringes or violates the copyright, trade secret or other proprietary right of any third party. Licensor shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided

that licensee gives licensor prompt notice of any such claim of which it learns. No settlement which prevents licensee from continuing to use the software as provided herein shall be made without licensee's prior written consent. In all events, licensee shall have the right to participate in the defense of any suit or proceeding through counsel of its own.

29. Arbitration

The parties agree to submit any dispute under this license to binding arbitration, in the foregoing location, Cincinnati, Ohio, The United States of America. Judgment upon the award rendered by the arbitrator may be entered in any court with jurisdiction to do so.

30. Attorney Fees

If any legal action is necessary to enforce this license, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which it may be entitled.

31. Limited Liability

Unless otherwise expressly stated herein, licensor shall not be liable to licensee for any consequential damages arising out of licensor's breach of this agreement.

32. Notice

All notices required or permitted to be given by one party to the other under this agreement shall be sufficient if sent by certified mail, return receipt requested, to the parties of the respective addresses set forth above or to such other addresses as the party to receive the notice has designated by notice to the other party.

33. Governing Law

This agreement shall be governed by and construed under the laws of The State of Ohio located in The United States of America.

34. Consent to Jurisdiction, Venue and Service

Licensor consents and agrees that all legal proceedings relating to the subject matter of this agreement shall be maintained in courts sitting within The State of Ohio located in The United States of America, and licensor consents and agrees that jurisdiction and venue for such proceedings shall be exclusively with such courts. Service of process in any such proceeding may be made by certified mail, return receipt requested, directed to the respective party at the address at which it is to receive notice as provided herein.

35. Severability

If any provision of this agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

36. No Waiver

The failure by any party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

37. Complete Agreement

This agreement sets forth the entire understanding of the parties as to its subject matter and may not be modified except in a writing executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof and have checked the check block in the registration page for full acceptance of this license agreement.

Schedule "A"

Computer Program(s) and Documentation

The Life Estate Organizer (LEO) Application requires a LEO-PRO license and profiles from a licensee's clients which is easily obtained through the LEO-PRO section of the website lifeestateorganizer.com.

Follow the registration and account set-up procedures, which are easy to navigate.

LEO is a software program, a digital lockbox, consisting of multiple preplanned templates organized into sections and subsections relating to life and estate issues. From a complete listing of life and estate issues, you select the issues pertinent to your client's life and estate which becomes their Profile Scope Selection. Once you have their Profile Scope Selection, you/they can begin to fill in their data to any of the screens from a computer, tablet or cell phone.

Low-level word-processing skills are required to fill-in the data.

LEO is very intuitive and includes help screens for each subsection, indicated by a circled question mark to the right of each subsection. Click on the icon for data input information.

At any time during the LEO completion process, a PDF can be printed by clicking on Print PDF.

As data is entered into the LEO application, a digital copy is created and stored on LEO secure servers with the ability to retrieve information on demand to continue filling out LEO or to edit previous posts.

Schedule "B"

Documentation

LEO is considered to be very intuitive.

In order to use the LEO Application, a user must have basic word processing and computer skills.

LEO has explicit, easy to follow instructions to set-up an account and a Profile Scope Selection.

LEO has help screens associated with each subsection. Users can locate the help screens to the right of each subsection. Click on the question mark inside a circle icon to access instructions.

LEO interacts with most browsers and operating systems.

Schedule "C"

Payment Schedule

As consideration for the licensee to use the software granted herein, licensee shall pay to the licensor fees as indicated below for as long as the two parties continue their relationship under the terms of this agreement:

1. Billing commences upon date of profile entry by appointed manager(s).
2. Licensee will be billed on a monthly basis to the posted credit card.
3. Billing is based upon the productivity of managers to write profiles for clients.
4. Licensee will be billed \$5.00 per profile, per month, per manager up to a quantity of (20) profiles. Upon the writing of a manager's 21st profile, the billing for that manager will cap at \$100.00 per month.
5. Profiles roll over from year to year for the term of the agreement for each manager.
6. Managers on occasion may lose clients. When a manager's profiles fall below the (20) profile threshold, the profile pricing will revert back to \$5.00 per profile, per month for that manager.
7. Billing continues until profiles are cancelled, transferred to a subscription account, license agreement is terminated by one or both parties, there are no more profiles in the licensee's profile billing account, profile owner passes away or other profile payment agreement is made.
8. \$100.00 annual fee option for the licensee for use of LEO marketing materials in their marketing of LEO and their services.
9. Licensor retains the right to review cost per profile and optional marketing cost on an annual basis. If licensor decides to increase the cost per profile and/or the LEO marketing material cost, Licensor must give licensee a 30-Day advance notice prior to the cost increase per profile and/or cost increase in the marketing material annual fee.

Schedule "D"

Hardware and Operating System

Hardware

LEO can be operated on a PC, desktop computer, tablet* or cell phone*. The computer should be capable of being connected to an internet browser. Browser should be capable of accessing the internet. If user can access the internet, user can use the LEO application.

Licensor does not accept any responsibility to guarantee licensee's personnel or licensee's clients computer, software, operating system and/or browser will provide access to LEO Application. It is the responsibility of the licensee to provide computer hardware, software and internet access for the licensee's personnel to use the LEO application. It is the responsibility of the licensee to advise their client(s) of the same requirements in order for them to use the LEO application.

Operating system

Computer operating system must be capable of being supported by operating system provider. If so, operating system should be compatible with computer and able to access LEO application.

Licensor does not accept any responsibility to guarantee licensee's personnel or licensee's clients computer, software, operating system and/or browser will provide access to LEO Application. It is the responsibility of the licensee to provide computer hardware, software and internet access for the licensee's personnel to use the LEO application. It is the responsibility of the licensee to advise their client(s) of the same requirements in order for them to use the LEO application.

*If using a tablet or cell phone for LEO access, for best results, turn the device in the horizontal position.