

Copyright License Agreement

This COPYRIGHT LICENSE AGREEMENT (the "**Agreement**"), dated as of the PURCHASE DATE (the "**Effective Date**"), is made by and between PURCHASER ("**Licensee**"), and Brand Yourself, LLC ("**Licensor**").

WHEREAS, Licensor has developed the Concepts (as defined below), is the owner of the Work (as defined below), and wishes to grant to Licensee a license under those rights, and Licensee wishes to obtain a license to the Work for the uses and purposes described herein, each subject to the terms and conditions set forth herein,

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. License.

1.1 Grant of Rights. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee during the Term (as defined below) a non-exclusive, non-transferable (except as provided in Section 10.4), revocable, non-sublicensable license solely for purposes of use in Licensee's marketing business, provided that Licensee may not train or instruct others on how to use the Work, or present to any other person the Work. . The "**Work**" is defined as CANDID Content Framework, which is a formula for teaching brand-owners how to write authentic content to connect with their audience and increase their engagement online.

1.2 Reservation of Rights. Licensor reserves all rights not expressly granted to Licensee under this Agreement. No use by Licensor of the Work in any medium or manner will be deemed to interfere with the limited permissions made to Licensee by Licensor herein.

2. Usage of the Work. Notwithstanding any other provision to the contrary contained in this Agreement:

2.1 Copyright Notices. Licensee shall ensure that its use of the Work is marked with the appropriate copyright notices specified by Licensor in a reasonably prominent position in the order and manner provided by Licensor. Licensee shall abide by the copyright laws and what are considered to be sound practices for copyright notice provisions in the Territory. Licensee shall not use any copyright notices that conflict with, confuse, or negate the notices Licensor provides and requires hereunder.

2.2 Modifications. Licensee shall not translate, recast, edit, alter, modify, or create any derivative works of the Work.

3. Payment. As consideration in full for the rights granted and services provided herein, Licensee shall pay Licensor a fee in the amount of \$1,500 for agency-wide use, (the "License Fee") on execution of this Agreement, payable by check or certified funds to Brand Yourself, LLC.

4. Ownership and Protection.

4.1 Acknowledgment of Ownership. Except for the licenses expressly granted to Licensee in this Agreement, Licensee acknowledges that all right, title, and interest in and to the Work and the Concepts, as well as any modifications or improvements made thereto by Licensee, are owned exclusively by Licensor. If Licensee acquires any rights in the Work or Concepts by operation of law or otherwise, Licensee hereby irrevocably assigns such rights to Licensor without further action by either party. Licensee agrees not to dispute or challenge or assist any person or entity in disputing or challenging Licensor's rights in and to the Work and/or Concepts.

4.2 Protection of the Work.

(a) Notification. Licensee, at its sole expense, shall take all measures specified by Licensor to protect and safeguard the Work and the Concepts. Licensee shall immediately notify Licensor in writing with reasonable detail of any: (i) actual, suspected, or threatened infringement of the Work or Concepts; (ii) actual, suspected, or threatened claim that use of the Work or Concepts infringes the rights of any third party; or (iii) any other actual, suspected, or threatened claim to which the Work or Concepts may be subject.

(b) Actions. With respect to any of the matters listed in Section 4.2(a): (i) Licensor has exclusive control over, and conduct of, all claims and proceedings; (ii) Licensee shall provide Licensor with all assistance that Licensor may reasonably require in the conduct of any claims or proceedings at Licensee's expense; and (iii) Licensor shall bear the cost of any proceedings and will be entitled to retain all sums recovered in any action for its own account.

5. Confidentiality. From time to time, Licensor may disclose or make available to Licensee information about its business affairs, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, including the financial terms of the Agreement and business operations and strategies, marketing, creative elements, artwork, visual representations, research material and data, specifications, processes, and technological developments, the Concepts, or the Work itself (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure and as established by documentary evidence: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by Licensee; (b) is or becomes available to Licensee on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of Licensee before being disclosed by or on behalf of Licensor; or (d) was or is independently developed by Licensee without reference to or use, in whole or in part, of any of Licensor's Confidential Information. Licensee shall: (i) protect and safeguard the confidentiality of Licensor's Confidential Information with at least the same degree of care as Licensee would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use Licensor's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose

any such Confidential Information to any person or entity, except: (A) to Licensee's officers, employees, agents, consultants, and legal advisors who need to know the Confidential Information to assist Licensee, or act on its behalf, to exercise its rights or perform its obligations under the Agreement; or (B) pursuant to applicable federal, state, or local law or regulation, or a valid order issued by a court or governmental agency of competent jurisdiction, provided that Licensee shall first provide Licensor with: (1) prompt written notice of such requirement so that Licensor may seek, at its sole cost and expense, a protective order or other remedy; and (2) reasonable assistance, at Licensor's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

6. Representations and Warranties.

6.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws of its jurisdiction of incorporation or organization;

(b) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder;

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary actions of the party; and

(d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

6.2 Licensor's Representations and Warranties. Licensor represents and warrants, solely to and for the benefit of Licensee, that it owns the Work in connection with Licensee's uses permitted hereunder in the Territory.

6.3 Licensee's Representations and Warranties. Licensee represents and warrants that:

(a) Licensee will not engage or participate in any activity or course of action that could diminish or tarnish the image or reputation of the Work, the Concepts, or Licensor, or cause confusion as to the ownership of the Work or the Concepts; and

(b) To Licensee's knowledge, Licensee's use of the Work and the Concepts will not infringe, misappropriate, or otherwise violate the US intellectual property or other US rights of any third party or violate any applicable regulation or law.

6.4 Disclaimer of Representations and Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, LICENSOR HEREBY DISCLAIMS ALL

WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE LICENSED PROPERTY, INCLUDING SPECIFICALLY ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE.

7. Indemnification.

7.1 Licensee Indemnification. Licensee shall indemnify, defend, and hold harmless Licensor and its officers, directors, employees, agents, affiliates, successors, permitted assigns, and licensees (each an "**Licensor Indemnified Party**") from and against any losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or in connection with any third-party claim, suit, action, or proceeding (each a "**Third-Party Claim**") relating to or arising from: (a) any actual or alleged breach by Licensee of its representations, warranties, covenants, or other obligations hereunder; and (b) any act or omission by Licensee.

7.2 Licensor Indemnification. Licensor shall indemnify, defend, and hold harmless Licensee and its officers, directors, employees, agents, affiliates, successors, permitted assigns, and licensees (each a "**Licensee Indemnified Party**") from and against any losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or in connection with any third-party claim, suit, action, or proceeding (each a "**Third-Party Claim**") relating to or arising from: (a) any actual or alleged breach by Licensee of its representations, warranties, covenants, or other obligations hereunder; and (b) any act or omission by Licensee

8. Term and Termination.

8.1 Term. The term of this Agreement commences as of the Effective Date and, unless terminated earlier as provided herein, will remain in force for a period one (1) year (the "**Term**"). Upon the Parties' mutual agreement, Licensee may renew the license under the then-current form of license agreement at the time of expiration, and such renewal shall require Licensee shall pay the then-current license fee, which may be higher than the License Fee in this Agreement.

8.2 Either party may terminate this Agreement on written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within 10 days after receiving written notice thereof.

8.3 Either party may terminate this Agreement by written notice to the other party if the other party: (a) becomes insolvent or admits its inability to pay its debts generally as they become due; (b) becomes subject, voluntarily or involuntarily, to any proceeding under

any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within 10 business days or is not dismissed or vacated within 30 days after filing; (c) is dissolved or liquidated or takes any corporate action for such purpose; (d) makes a general assignment for the benefit of creditors; or (e) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

8.4 Effect of Termination. On the expiration or termination of this Agreement for any reason: (1) all rights licensed under this Agreement will revert immediately to Licensor; (2) Licensee shall cause to be inactivated and erased all digital copies of the Work in its control and possession and return or, at Licensor's written request, destroy, any tangible copies of the Work; (3) Licensee shall cease to use the Concepts in any way whatsoever, and shall ensure that all of Licensee's employees, officers, members, and other agents cease to use the Concepts; and (4) Licensee shall return, destroy, and forevermore cease to use all of Licensor's Confidential Information. Upon Licensor's request, Licensee shall provide an affidavit to Licensor attesting to such erasure or destruction.

9. Remedies.

9.1 Equitable Relief. Licensee acknowledges that a breach by Licensee of this Agreement may cause Licensor irreparable harm, for which an award of damages would not be adequate compensation, and agrees that, in the event of such breach or threatened breach, Licensor will be entitled to seek equitable relief, including a restraining order, orders for a preliminary or permanent injunction, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which Licensor may be entitled at law or in equity. Such remedies are not exclusive but are in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

9.2 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR WILL NOT BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES, OR FOR ANY LOSS OF ACTUAL OR ANTICIPATED PROFITS (REGARDLESS OF HOW THESE ARE CLASSIFIED AS DAMAGES), WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE (INCLUDING THE ENTRY INTO, PERFORMANCE, OR BREACH OF THIS AGREEMENT), REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. General.

10.1 Interpretation. Each Party has had (or has had the opportunity to have) their lawyer review this Agreement and this Agreement is intended to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

10.2 Entire Agreement. This Agreement, including and together with any related attachments, is the sole and entire agreement of the parties with respect to the subject matter herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, with respect to such subject matter.

10.3 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect the enforceability of any other term or provision of this Agreement, or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

10.4 Assignment. Licensee shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Licensor. Any purported assignment or delegation in violation of this Section 10.4 is null and void. Licensor may freely assign or otherwise transfer any of its rights or delegate any of its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

10.5 Choice of Law; Venue. This Agreement and all matters arising out of or relating to this Agreement, including contract, tort, and statutory claims, are governed by, and construed in accordance with, the laws of Minnesota without giving effect to any conflict of laws provisions thereof that would require or permit the application of the laws of a different jurisdiction. Any legal suit, action, or proceeding arising out of or relating to this Agreement must be instituted exclusively in the federal or state courts in each case located in Rice County, Minnesota, and each party irrevocably submits to the exclusive jurisdiction of such courts in any legal suit, action, or proceeding.

10.6 Relationship of the Parties. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party has authority to contract for nor bind the other party in any manner whatsoever.

10.7 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or will confer upon any third party any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

10.8 Amendment and Modification. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each party.

10.9 Waiver. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the waiving party. No waiver by any party will operate or be construed as a waiver of any failure, breach, or default not

expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

10.10 Attorneys' Fees. In the event that any claim, suit, action, or proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

10.11 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed as of the date first purchased and agreed to.

[LICENSOR NAME]

Brand Yourself, LLC
Name: Tami Enfield
Title: CEO