

Hoodstarter – Licensing Agreement

This Licensing Agreement (including all attachments referenced herein, “Agreement”) is between JIT Hoodstarter, LLC, a Minnesota limited liability company (“Hoodstarter”) and the Company listed below (“Licensee”). Either Hoodstarter and Licensee may be referred to herein individually as a “Party” or collectively as “Parties”

Customer:	
Address:	Phone:
Billing contact / Title:	Email:

IN CONSIDERATION OF THE MUTUAL PROMISES BELOW AND OTHER GOOD AND VALUABLE CONSIDERATION THE SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

SECTION 1 - BACKGROUND

1.1. Background. Hoodstarter offers a commercially available software application, as a service over the Internet, to a select group of Licensed Users (“Licensees”) to enable them to run a fixed # of campaigns, for a fixed period of time, designed to accelerate and improve engagement, education, innovation and alignment (the “Hoodstarter software”) among a targeted community (internal or external). The Licensee desires to license from Hoodstarter the right to use the Hoodstarter software (the “License”), in accordance with the terms and conditions set forth herein.

SECTION 2 – LICENSES AND RESTRICTIONS

2.1 Access to Services & Licenses. Subject to the terms and conditions of this Agreement, Hoodstarter hereby grants Licensee a non-exclusive right to access and use the Hoodstarter software solely for its business purposes as contemplated by the Agreement.

2.2 License Restrictions. The license set forth in Section 1 is granted subject to the following conditions:

- a) Licensee must be a reputable organization with subject matter expertise, an identified customer base or targets, detailed marketing plan, and the financial capacity to pay the Hoodstarter licensing fee in a timely manner; and
- b) Licensee must designate an administrator as the only Authorized User, as defined below; and
- c) Licensee must provide brand details (logo, color schemes, and customized email follow-up content)
- d) Licensee shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Hoodstarter software available to any third party, other than as expressly permitted by this

Agreement, (ii) use the Hoodstarter software to process data on behalf of third parties, (iii) interfere with or disrupt the integrity of the performance of the Hoodstarter software or the data contained therein, or (iv) attempt to gain unauthorized access to the Hoodstarter software or its related systems or networks, or (v) attempt to replicate, duplicate, and/or copy the model or system offered by Hoodstarter in any form or fashion.

2.3 Authorized Users. “Authorized Users” shall mean employee(s) or partner(s) of the Licensee who is/are authorized to access the Hoodstarter software using a user identifier and password provided to Licensee by Hoodstarter. Licensee shall not make available the Hoodstarter software to any person or entity other than Authorized Users. Licensee shall cooperate with Hoodstarter if Hoodstarter wishes to monitor Licensee’s compliance with this requirement (such cooperation to include providing Hoodstarter access to premises to inspect the way the Product is used by all users) (“Audit”). If an Audit reveals that the Hoodstarter software has been used by anyone who is not an Authorized User, (a) Licensee shall promptly reimburse Hoodstarter any unpaid license fees (at the current list price) and all costs incurred Hoodstarter in carrying out the Audit, and (b) Hoodstarter may terminate the Agreement immediately upon written notice.

2.4 Reservation of Rights. Subject to the rights expressly granted to Licensee under this Agreement, all rights, title and interest in, and to the Hoodstarter software, will remain with and belong exclusively to Hoodstarter.

2.5 Data. Licensee shall own all data provided in its unaltered form by Licensee, in connection with Licensee’s use of the Hoodstarter software (“Licensee Data”). Licensee hereby grants to Hoodstarter a worldwide, perpetual, irrevocable, non-transferable, non-assignable (except as permitted in Section 8.2 of this Agreement), sublicensable, non-exclusive license to access, retrieve, store, copy, create derivative works of, display, distribute and otherwise use Licensee Data in connection with developing, testing, maintaining, improving, modifying, distributing, providing, making available and/or otherwise commercializing Hoodstarter’s products and services, including the Hoodstarter software. Hoodstarter will anonymize the Licensee data prior to disclosing it to any third party.

2.6 Privacy. Licensee understands and agrees that Hoodstarter may use cookies, web beacons and/or other technologies to collect certain personally, non-identifiable data in collection with this Agreement, which data may include, among other things, information such as an Authorized User’s IP address, web pages viewed by an Authorized User, date, time and domain type. Such information, which is collected passively using various technologies, cannot presently be used to specifically identify any Authorized User. Hoodstarter may store such information itself or such information may be included in databases owned and maintained by Hoodstarter affiliates, agents or service providers. Hoodstarter may use such information and pool it with other information for billing purposes or to track, for example, the total number of

users of the Hoodstarter software, the number of visitors to each web page within the Hoodstarter software, and the domain names of our visitors' Internet service providers.

SECTION 3 – SUPPORT

3.1 Support. Hoodstarter will provide telephone support, during regular business hours, to Authorized Users.

SECTION 4 – FEES AND PAYMENT TERMS

4.1 Fees; Payment Terms. Licensee shall pay an Annual Base Licensing (“ABL”) Fee with the following base characteristics:

- 12-month term, with payments due as follows:
 - \$5,000 set-up fee to cover set up and 1st 60 days of “live” use, and
 - \$2,000 per month for next 10 months, and
- For these fees, the Licensee receives the following rights and benefits:
 - Three (3) individual campaigns with an unlimited # of users
 - Two (2) “Train-the Trainer” sessions facilitated by a Hoodstarter employee or strategic partner
 - Help desk/support denoted in Section 3.1
- Any additional customization requirements will be determined on a case-by-case basis and will be memorialized in a separate Exhibit to this Agreement

4.2 Net of Taxes. All amounts payable by Licensee to Hoodstarter hereunder are exclusive of any sales, use or any other taxes or duties, however designated (collectively “Taxes”). Licensee shall be solely responsible for payment of any Taxes, except for those taxes based on the income of Hoodstarter. Licensee will not withhold any Taxes from any amounts due to Hoodstarter.

SECTION 5 – CONFIDENTIALITY

5.1 Confidentiality. As used herein, “Confidential Information” means any or all information or data, regardless of whether it is in tangible form, disclosed by either Party (the “Disclosing Party”) that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within (30) thirty days of disclosure to the other Party (the “Receiving Party”), provided, however, that Licensee Data shall be considered the Confidential Information of Licensee and Hoodstarter Data shall be considered Confidential Information of Hoodstarter. Information and data will not be deemed “Confidential Information” if such information: (i) is known to the Receiving Party prior to the receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party, (ii) becomes known (independently of disclosure by the

Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party, (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through the breach of this Agreement by the Receiving Party, or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information. The Parties shall use reasonable measures to protect the secrecy of, avoid disclosure, and authorized use or reproduction of the other Party's Confidential Information. Without restricting or otherwise limiting the exercise of a Party of the rights and licenses expressly granted to it under this Agreement, Confidential Information may be disclosed to only (a) such employees and agents of the Parties as may have a need to know such information in the course of their duties, (b) legal or financial advisors of the Parties on a need to know basis, or (c) any competent authorities following a judicial order to do so.

SECTION 6 – REPRESENTATION, WARRANTIES AND EXCLUSIONS

6.1 Representations and Warranties. Hoodstarter represents and warrants to Licensee that Hoodstarter shall provide the Hoodstarter software in a professional manner. Each Party represents and warrants to the other Party that such Party has the required rights, power and authority to enter into this Agreement and to grant all rights, authority and licenses granted hereunder.

6.2 Exclusions. Except as expressly set forth herein, the Hoodstarter software is provided “As Is” without any warranty of any kind and Hoodstarter disclaims any and all warranties, including but not limited to, implied warranties of merchantability, title, non-infringement, and fitness for a particular purpose. Licensee acknowledges that Hoodstarter does not warrant that the Hoodstarter property will be provided in an uninterrupted or error free fashion at all times, or that the Hoodstarter software will meet Licensee's requirements.

SECTION 7 – INDEMNIFICATION

7.1 Indemnification by Hoodstarter. In the event of a claim against Licensee of the infringement or misappropriation of a third party copyright, United States patent, trade secret or trademark by reason of the use of the Hoodstarter software by Licensee as permitted hereunder, Hoodstarter shall, at its expense, defend such claim, and pay damages actually awarded or paid in connection therewith, including the reasonable fees and expenses of the attorneys engaged by Hoodstarter for such defense, provided that (i) Licensee shall promptly notify Hoodstarter of such claim, (ii) Hoodstarter shall have sole and exclusive authority to defend and/or settle any such claim, and (iii) Licensee reasonably cooperates with Hoodstarter in connection therewith. If the use of the Hoodstarter property by Licensee has become, or in Hoodstarter's opinion is likely to become, the subject of any claim of infringement, Hoodstarter may at its option and expense (a) procure for Licensee the right to continue using the Hoodstarter property as set forth hereunder, (b) replace or modify the Hoodstarter property to make it non-infringing so long as the Hoodstarter property has equivalent functionality, or (c) if options (a) or (b) are not reasonably practicable, terminate this Agreement. Hoodstarter shall

have no obligation or liability under this Section with respect to any claim if such claim is caused in whole or in part by (x) compliance with designs, data, instructions, or specifications provided by Licensee, (y) modification of the Hoodstarter property by any Party other than Hoodstarter without Hoodstarter's expressed consent, and (z) the combination, operation or use of the Hoodstarter property with other applications, portions of applications, product(s), data or services where the Hoodstarter property would not by itself be infringing.

7.2 Indemnification by Licensee. Licensee shall, at its expense, defend Hoodstarter from any and all such claims directly or indirectly brought against Hoodstarter by any third party arising from any use of the Hoodstarter property by the Licensee, its authorized representatives, or by any entity or individual using the user identifier and password provided to the Licensee by Hoodstarter, which use is in violation of the terms of this Agreement or in a manner not prescribed by Hoodstarter. Licensee shall pay damages actually awarded or paid in connection therewith, including reasonable fees and expenses of the attorneys engaged by Hoodstarter for such defense; provided that (x) Hoodstarter shall promptly notify Licensee of such claim, (y) Licensee shall have the sole and exclusive authority to defend and/or settle any such claim, and (z) Hoodstarter reasonably cooperates with Licensee in connection therewith.

SECTION 8 – LIMITATION OF LIABILITY

8.1 Limitation of Liability. Under no legal circumstances and under no legal theory, whether in tort, contract or otherwise, shall either Party be liable for indirect, special, incidental, consequential or punitive damages of any character, including, without limitation, damages for loss of goodwill, lost profits, lost sales or business, work stoppage, computer failure or malfunction, lost data, or any and all other damages or losses, even if the Party has been advised, knew or should have known of the possibility of such losses. Hoodstarter shall not be liable for any direct damages, costs or liabilities losses in excess of the fees paid or properly payable by Licensee under this Agreement for the twelve (12) months preceding any claim, monetary damages, as limited by this Section, will be each Party's sole and exclusive alternative remedy (at law or in equity) in the event that any exclusive remedy hereunder is found to fail its essential purpose. The provisions of this Section allocate the risks under this Agreement between the Parties, and the Parties have relied on the limitations set forth herein in determining whether to enter into this Agreement.

SECTION 9 – TERM AND TERMINATION

9.1 License Term. Unless earlier terminated as described below, the term of this Agreement shall commence on the Effective Date and continue for a twelve (12) month period.

9.2 Termination. Licensee may terminate this Agreement upon sixty (60) day written notice to Hoodstarter

9.3 Obligations on Termination. Upon termination of this Agreement, all rights granted hereunder and all obligations for Hoodstarter to provide Hoodstarter software shall

immediately terminate and the Parties shall return all Confidential Information of the other Party in its possession or control to the other Party. Termination of this Agreement or expiration of the term shall not relieve Licensee from paying all fees accruing prior to termination.

9.4 Force Majeure. Neither Party shall be deemed in breach hereunder for any cessation, interruption, or the delay in the performance of its obligations due to causes beyond its reasonable control, including but without limitation, earthquake, flood or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially declared), or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of business, or any change in or the adoption of any law, regulation, judgment or decree (each a “Force Majeure Event”), provided that financial inability in and of itself shall not be a Force Majeure Event.

SECTION 10 – GENERAL

10.1 Compliance with Laws. Without limiting the generality of the foregoing, Licensee shall not transfer, either directly or indirectly, the Hoodstarter software, either in whole or part, to any destination subject to export restrictions under the United States law, unless prior written authorization is obtained from the appropriate United States agency and shall otherwise comply with all other applicable import and export laws, rules and regulations.

10.2 No Assignment. Neither Party may assign this Agreement, or sublicense any of the rights granted herein, in whole or in part, without the prior written consent of the non-assigning Party, which consent will not be unreasonable withheld by the non-assigning Party, except either Party may assign this Agreement, without prior written consent of the non-assigning Party, to a corporation or other business entity succeeding to all or substantially all of the assets and business of the assigning Party by merger or purchase, provided that such corporation or other business entity assumes, in a writing delivered to the non-assigning Party, all of the terms and conditions of this Agreement. Any attempt by either Party to assign or transfer any of the rights, duties, obligations of this Agreement in violation of the foregoing shall be null and void.

10.3 Amendment Waiver. This Agreement may not be amended or modified, in whole or in part, except by a writing signed by duly authorized representatives of both Parties. No provision or part of this Agreement or remedy hereunder may be waived except by a writing signed by a duly authorized representative of the Party making the waiver. Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

10.4 Relationship. Nothing in this Agreement shall be construed to place the Parties hereto in agency, employment, franchise, joint venture, or partnership relationship. Neither party will

have the authority to obligate or bind the other in any manner, and nothing herein contained shall give rise or is intended to give rise to any rights of any kind to any third parties.

10.5 Severability. In the event that any provision of this Agreement is found to be unreasonable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, to the extent consistent with the intent of the Parties as of the Effective Date.

10.6 Governing Law Jurisdiction. All disputes, claims or controversies arising out of this Agreement, or the negotiation, validity, or performance of this Agreement, or the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to its rules of conflict of laws. Each of the Parties hereto hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the courts of the State of Minnesota and of the United States of America located in the State of Minnesota (“Minnesota Courts”) for any litigation among the Parties hereto arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, waives any objection to the laying of venue of any such litigation in the Minnesota Courts and agrees not to plead or claim in any Minnesota Court that such litigation brought therein has been brought in any inconvenient forum or that there are indispensable Parties to such litigation that are not subject to the jurisdiction of the Minnesota Courts.

10.7 Notices. All notices under or related to this Agreement will be in writing and will reference this Agreement. Notices will be deemed given when: (i) delivered personally, (ii) sent by confirmed telecopy or other electronic means, (iii) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) day after deposit with a commercial overnight carrier, with written verification of receipt.

10.8 Entire Agreement. This Agreement, including any Schedules hereto constitutes the entire agreement between the Parties. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms or conditions contained on printed forms submitted with purchase orders, sales acknowledgments or quotations. In the event that any conflict between this Agreement and any Schedule, the following order of precedence shall apply: (i) this Agreement, and (ii) Schedules (in chronological order, with the newest taking precedence).

10.9 Publicity. Neither Party will make any separate public announcement regarding this Agreement or any of the contents contained herein without the prior written consent of the other Party.

This Agreement is ACCEPTED and AGREED TO as of the last date by which this Agreement is executed ("Effective Date")

LICENSEE

By: _____

Name: _____

Title: _____

Date: _____

HOODSTARTER

By: _____

Name: _____

Title: _____

Date: _____