

Licensing Agreement

THIS LICENSING AGREEMENT (the "Agreement") dated this _____ day of _____, 20____

BETWEEN:

Blake Amara of H Street, San Diego, California
(the "Licensor")

OF THE FIRST PART

- AND -

Alex Garcia of Border Village Road, San Ysidro, California, 92173
(the "Licensee")

OF THE SECOND PART

(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Licensee paying the License Fee to the Licensor, the receipt and sufficiency of which consideration is hereby acknowledged, the Licensor grants the License to the Licensee on the following terms:

Licensed Intellectual Property

1. The Licensor owns and is granting to the Licensee the right to sell, distribute or use the following licensed intellectual property (the "Intellectual Property"): The original software program called "LegalAI", including both the object code and the source code forms, as further described in Exhibit A to this Agreement; and The original image of "LegalAI".

Grant of License

2. The Licenser grants to the Licensee an exclusive license to sell, distribute or use the Intellectual Property (the "License"), from November 2, 2024 to November 4, 2034 (such period, the "Term").

Permitted Use

3. The Licensee is permitted to sell, distribute or use the Intellectual Property in accordance with the terms of this Agreement.
4. The Licensee may not modify or change the Intellectual Property in any way.

License Fee

5. The Licensee will pay the Licenser a license fee (the "License Fee") composed of:
 - a. a lump sum of \$2,500.00 due upon signing.

Payment Details

6. The License Fee will be paid by check.

Assignment

7. The Licensee shall not allow others to use the Intellectual Property and shall not use the Intellectual Property in a way that allows others to use the Intellectual Property except in accordance with this Agreement.
8. The Licensee may not assign or transfer the Agreement or any rights granted within without the prior written consent of the Licenser, and any attempted assignment or delegation without such consent will be void.

Sublicensing

9. The Licensee may not sublicense the Intellectual Property or any rights granted in this Agreement without the prior written consent of the Licenser, and any attempted sublicense without such consent will be void.

Warranties

10. The Intellectual Property is provided "as is" to the Licensee. The Licenser, and its officers, employees, agents and suppliers, do not provide any warranty, whether express or implied, as to the Intellectual Property.

Liability & Indemnity

11. The Licensor will not be liable for any third party claims, losses, damages, liabilities, penalties, punitive damages, expenses, legal fees or costs of any kind or amount whatsoever resulting from the Licensee's use of the Intellectual Property.
12. The Licensee agrees to defend, indemnify and hold harmless the Licensor and its officers, employees, agents and suppliers against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever resulting from or arising out of the use of the Intellectual Property by the Licensee, or its officers, employees, agents or suppliers, or the Licensee's breach of this Agreement.

Termination

13. This Licensor shall have the option to terminate the Agreement immediately upon the failure of the Licensee to comply with the terms and conditions herein.
14. The Licensor reserves the right to cancel this Agreement immediately:
 - a. if the Licensee fails to make a payment when due; or
 - b. in the event of the Licensee's insolvency or bankruptcy.
15. The Licensor reserves the right to discontinue the License and terminate the Agreement immediately, as well as to commence legal proceedings, if any copyright infringement has taken place due to the Licensee's unauthorized use of the Intellectual Property.
16. Upon expiry or termination of this Agreement, the Licensee shall immediately discontinue the use of the Intellectual Property and, where applicable, shall return or destroy all copies and archives of the Intellectual Property, as per the instructions of the Licensor.

Default

17. Notwithstanding anything to the contrary in this Agreement, if the Licensee defaults in the performance of any obligation under this Agreement, then the Licensor may declare the entire amount owing under this Agreement calculated at the time of default to be immediately due and payable.

Intellectual Property Rights

18. The Licensor retains ownership of the Intellectual Property.
19. The Intellectual Property shall not be copied, published, or used in any way except as provided for in this Agreement.
20. The Licensee shall not falsely represent that they are the original creator of the Intellectual Property.

Confidentiality

21. Any Confidential Information exchanged between the Parties will not be shared or disclosed to any person except with prior, written consent of the other Party, or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
22. Confidential information refers to any data or information relating to the Party, whether business or personal, which would reasonably be considered to be private or proprietary to the Party and that is not generally known and where the release of that confidential information could reasonably be expected to cause harm to the Party, and includes trade secrets, moral rights, goodwill, copyrights, patents, trademarks, know-how, research, drawings, plans, designs, standards, specifications, and methods ("Confidential Information").
23. Confidential Information does not include: information that is available to the public other than through the Licensee's actions or inactions; information that is rightfully received from a third party, legally in possession of it; and information that is independently developed by the Licensee without the use of the Confidential Information.

Dispute Resolution

24. If any dispute relating to this Agreement between the Licensor and the Licensee is not resolved through informal discussion within 14 days from the date a dispute arises, the Parties agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be binding on the Parties. Any mediator or arbitrator must be a neutral party acceptable to both the Licensor and the Licensee. The cost of any mediations or arbitrations will be borne by the Licensee.

General Provisions

25. If there is a conflict between any provision of this Agreement and the applicable legislation of the United States (the "Act"), the Act will prevail and such provision of the Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.
26. If any terms or provisions of this Agreement are determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected and each unaffected term and provision will remain in full force and effect.
27. This Agreement will be governed by and construed in accordance with the laws of the United States, without regard to the jurisdiction in which any action may be instituted. The Licensee agrees to submit to the jurisdiction of the courts of California to bring any action or for the enforcement of this Agreement. Notwithstanding, the Licenser reserves the right to commence legal action to obtain injunctive relief in any court of competent jurisdiction.
28. The Agreement will inure to the benefit and be binding upon the Licenser and the Licensee and their respective successors and assigns.
29. This Agreement constitutes the entire agreement between the Licenser and the Licensee with respect to the subject matter hereof and there are no further items or provisions, either oral or otherwise.
30. The provisions contained in this Agreement cannot be changed except by the signed and delivered written consent of both Parties.
31. Headings are inserted for convenience only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
32. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
33. All monetary amounts in this Agreement refer to the United States dollar (USD), and all payments required to be paid under this Agreement will be paid in USD unless the Parties agree otherwise in writing.

34. Time is of the essence in this Agreement.

The Parties have executed this Licensing Agreement on this _____ day of _____, 20____.

Blake Amara (Licensor)

Alex Garcia (Licensee)