

SENIOR CORE SOLUTIONS, LLC STANDARD TERMS AND CONDITIONS OF USE

This License Agreement (“Agreement”), dated as the Effective Date, governs the use by Licensee of Senior Core Solutions, LLC’s (“Senior Core”) “Your Senior Move Partner” copyrighted materials (“Licensed Materials”) and the services provided by Senior Core in connection with the Licensed Materials (the “Services”). This Agreement includes (1) the Order Form that provides the License Package Option selected by Licensee, License Type (e.g., Individual or Team) selected by Licensee, and License Fees for the use of the Licensed Materials and the Services; and (2) these Standard Terms and Conditions of Use. In the event of a conflict among terms between the Order Form and the Standard Terms and Conditions of Use, the Order Form shall take precedence.

1. Senior Core agrees to provide the selected Licensed Materials and the Services described in the Order Form, and Licensee agrees to pay for the Licensed Materials and Services, and comply with the terms and conditions of this Agreement.
2. License Grant. Subject to Licensee’s compliance with the terms of the Agreement, and the limitations described further below, Senior Core grants Licensee, during the License Term, a limited, non-exclusive, terminable, non-transferable license to reproduce, publish, create limited derivative works of, and distribute the Licensed Materials in Licensee’s business, as authorized herein. The license is only available to SRES® Seniors Real Estate Specialists designated agents. Senior Core shall own and retain all right, title, and interest in the Licensed Materials, and by using the Licensed Materials, Licensee does not gain any ownership therein. All rights not expressly granted to Licensee are reserved to Senior Core, and all uses not expressly permitted hereunder are prohibited. The Licensed Materials may be used only by the users specified in the Order Form (“Licensed Users”).
 - a. Individual License Option. If the Licensed Users is designated as an “Individual License” in the Order Form, Licensed Material use is limited to the single Licensee designated on the Order Form, and the Licensed Materials may not be used by others individuals, including those on the same team or residing in the same office.
 - b. Team License Option. If the Licensed Users is designated as a “Team License” in the Order Form, Licensed Material use is authorized by all individuals that are members of the designated team and have their principle place of business at the address provided in the Order Form, provided that no team may include more than four (4) individuals. Individuals that may reside in the same office, but are not members of the designated team are not Licensed Users, and members of the designated team, but based out of another office, are not Licensed Users.
 - c. Feedback. Unless otherwise agreed upon in writing by the parties, to the extent that Licensee creates and/or submits to Senior Core any changes, suggestions, improvements, extensions, or derivative works of any Licensed Materials (collectively “Feedback”), Licensee hereby

assigns all right, title and interest to such Feedback, including all intellectual property embodied within, to Senior Core. To the extent such Feedback cannot be assigned, Licensee hereby grants to Senior Core a nonexclusive, worldwide, royalty-free, perpetual and irrevocable license to use such Feedback in any way Senior Core determines without notice, payment or attribution to Licensee. Licensee will not assert, and Licensee will not authorize, assist, or encourage any third party to assert, against Senior Core or its licensees, or Senior Core's business partners, any intellectual property infringement claim based upon the Licensed Materials or Service provided hereunder, or any related Feedback.

3. Limitations on Use. Except to the limited extent expressly permitted in this Agreement, Licensee will not:
 - a. record, video, or capture in electronic form any of the Licensed Materials, including without limitation transmitting, transferring or disclosing, such content through any means including YouTube or other content sharing services;
 - b. sell, lease, assign, sublicense, or encumber any of the Licensed Materials;
 - c. use the Licensed Materials as a service bureau, for outsourcing, or for sharing access to any of the Licensed Materials except for Licensee's personal business purposes as authorized herein;
 - d. use the Licensed Materials for any purpose that is unlawful or prohibited by the Agreement;
 - e. use the Licensed Materials in any manner that could damage, discredit, or disparage Senior Core;
 - f. use the Licensed Materials, or any portion thereof, in connection with the offering of any service not described in the Licensed Materials; and
 - g. use any of the logos, trademarks, service marks, or artwork in any other promotional materials or advertising.
4. Customization for Licensee. The Licensee is not allowed to customize, alter, adapt, translate, modify, or create derivative works of the Licensed Materials except as expressly provided below:
 - a. Subject to the Paragraph 4(b), if the Licensed Materials includes the Tri-Fold under Option #2, the Licensee may add his/her own contact information in the middle back panel under "Call Today for Your Complementary Consultation" and the empty space provided below.
 - b. If the Team License Option is selected in the Order Form, the contact information authorized in Paragraph 4(a) is limited to the team name and contact information, and shall not be customized and used by multiple individuals of the team with individual contact information.
 - c. If the Licensed Materials includes the Website under Option #3, the website content may be personalized with Licensee's own name and business contact information, personal photos on placeholders, business video, own biographical information, and services as also

noted on the brochure (if used). Any description of services offered by Licensee in the customized Website shall match the services described in the Tri-Fold, and shall not include any additional services. Licensee is required to provide his/her own photographs for use with the Website, and obtaining any necessary authorizations and rights to such photographs. At Licensee's option, Licensee may contact Kelly Pate, kelly@kcmediaonline.com, to implement the authorized customizations to the Website. Kelly Pate helped develop the Website for Senior Core. After purchase of the website, customization and costs for customization, maintaining, and hosting is the sole responsibility of Licensee.

- d. If the Licensed Materials includes the Move Companion under Option #2, Licensee may hand write their own contact information and/or staple a business card in the designated area on the front cover. This is the only customization necessary.
- e. If the Licensed Materials includes the 21-Day Jump Start Package under Option #1, Licensee may reproduce the following excerpts for his/her sole, exclusive business development use: Outreach meeting schedule calendar, referral source contact list, and referral record.
- f. If Licensee does not offer any particular services listed in the Licensed Materials (for example, "Executors and trustees managing an estate" in the Tri-Fold), those services may be removed. However, Licensee is not permitted to add any additional services.
- g. If the Licensed Materials includes the Flip Chart under Option #2 and/or 21-Day Jump Start Package under Option #1, under no circumstances may they be customized, altered, adapted, translated, modified, or derivative works created.

Except as provided above, any Licensed Materials that are reproduced, published, and/or distributed by Licensee must be in the complete, unedited form provided by Senior Core.

- 5. Delivery of Licensed Materials. If the Licensed Materials include Option #1, Senior Core will mail the Licensed Materials to you within seven (7) days of the Effective Date. If the Licensed Materials include Option #2, Senior Core will mail the Licensed Materials to you on a disk within seven (7) days of the Effective Date. If the Licensed Materials includes the Website, Senior Core will mail the Licensed Materials, in HTML code form, to you within seven (7) days of the Effective Date.
- 6. Services by Senior Core. Licensee may request an "initial consultation" with Senior Core personnel, and if agreed to by both parties, the parties will schedule a mutually agreed upon time to provide suggestions and feedback on use of the Licensed Materials.
- 7. Payment. Licensee shall pay the License Fee via PayPal upon submission of the Order Form. Licensee authorizes Senior Core to charge the same PayPal Account for License Fees for any renewal term. Senior Core reserves the right to adjust License Fees for any renewal terms. All License Fees are non-refundable.
 - a. Failure to Pay. If Senior Core is unable to receive the License Fee via the PayPal account for a renewal term, and Licensee fails to pay

any amount due for a renewal term under this Agreement within ten (10) days of the date of Senior Core's notice to Licensee of non-payment, Senior Core may, in its sole discretion, terminate this Agreement.

8. Licensee Responsibilities. Licensee will comply, and Licensee will use best efforts to cause all Licensed Users (if the Team License Option is selected) to comply, with the provisions of this Agreement, and Licensee shall be responsible for the failure of any such Licensed Users or other person to comply. Licensee is responsible for all reproduction, copying, and distribution costs associated with his/her use of the Licensed Materials.
9. Confidentiality. Licensee acknowledges and agrees that the Website HTML code, if received by Licensee, is confidential information of Senior Core, and that Licensee will use such code only as authorized by this Agreement and Licensee will not reproduce, disseminate, or disclose such code to any third party, except to his/her employees and authorized representatives (i.e., temporary employees, consultants, and contractors) who need to know the Confidential Information for the purposes of this Agreement and are bound by confidentiality obligations at least as restrictive as those in this section. Licensee will treat such code with at least the same degree of care as it treats his/her own information of similar sensitivity, but never with less than reasonable care. Licensee shall notify Senior Core of any breaches of security that result in or are likely to result in disclosure of Senior Core's Website code.
10. Term. This Agreement applies to the reproduction, publication, derivative works of, and distribution of the Licensed Materials and Services from the Effective Date until the expiration of the applicable License Term, unless terminated earlier under this Agreement. Following expiration of the identified License Term in the Order Form, this Agreement will automatically renew for successive periods of one (1) year unless and until either party gives the other party written notice of non-renewal at least sixty (60) days prior to the next scheduled renewal date.
 - a. Termination without Cause. Either Party can terminate this Agreement at the end of the License Term, or applicable renewal term, by providing the other Party written notice of non-renewal at least sixty (60) days prior to the next scheduled renewal date.
 - b. Termination with Cause. If either Party commits a material breach of this Agreement, the non-breaching Party may give written notice describing the nature and basis of the breach to the breaching Party. If the breach is not cured within 30 days of the notice date, the non-breaching Party may immediately terminate this Agreement, in whole or in part. In the event Senior Core provides Licensee with notice of material breach more than three (3) times in any twelve (12) month period, whether cured or not, Senior Core shall have the right to terminate this Agreement immediately upon notice of the third breach.
 - c. Effect of Termination; Transition. Upon termination of this Agreement, all of the following shall apply: (A) Licensee's rights under this Agreement, including his/her right to reproduce, publish, create derivative works of, and distribute the Licensed Materials, immediately terminate (except as required by Law), and (B) Licensee must destroy all copies (including electronic versions) of the

Licensed Materials and certify such destruction in writing to Senior Core within thirty (30) days of termination.

11. Limited Warranty.

- a. Senior Core Limited Warranty. Senior Core represents and warrants to Licensee that the electronic copies of the Licensed Materials will be viewable, customizable, and reproducible by Licensee as described herein. To the extent permitted by law, Licensee's sole and exclusive remedy and Senior Core's sole liability arising out of or in connection with a breach of the representation and warranty in this section is limited to, at Senior Core's option: (A) Senior Core correcting the nonconformity within a commercially reasonable period of time; or (B) if correction is not commercially reasonable, a termination of the applicable License Agreement and a refund of any License Fees. Licensee must notify Senior Core of a claim under this section within ten (10) days of the date on which the condition that gives rise to the claim first appeared.
- b. Licensee Limited Warranty. Licensee represents and warrants that (1) the person submitting any Order Form for the Licensed Materials and/or Services has the full power and authority to enter into the Agreement and to agree to all terms and conditions contained therein; and (2) that only authorized Licensed Users shall be permitted to reproduce, publish, and distribute the Licensed Materials.
- c. Warranty Disclaimer/Implied Warranties. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, SENIOR CORE PROVIDES THE LICENSED MATERIALS AND SERVICES ON AN "AS-IS" AND "AS AVAILABLE" BASIS. OTHER THAN CONTAINED IN THIS AGREEMENT, SENIOR CORE DISCLAIMS AND MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING REPRESENTATIONS, GUARANTEES OR WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RESULTS OR OUTPUT, SECURITY, OR IMPLIED BY THE PROVISIONS OF ANY LAWS THAT BY THEIR TERMS CAN BE DISCLAIMED (SUCH AS THE UNIFORM COMMERCIAL CODE OR THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT), OR ANY DESCRIPTION PROVIDED FOR THE LICENSED MATERIALS OR SERVICE, OR ANY SAMPLE OR MODEL PRESENTED TO LICENSEE. SENIOR CORE DOES NOT GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR ACCURACY OF THE LICENSED MATERIALS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SENIOR CORE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF SENIOR CORE'S OBLIGATIONS HEREUNDER. IF SUCH PROVISIONS CANNOT BE EXCLUDED AND DISCLAIMED, THEN THE PROVISIONS OF THIS AGREEMENT WILL CONTROL TO THE MAXIMUM EXTENT PERMITTED.

12. Limitation of Liability. Senior Core shall not be liable for loss, injury or damage of any kind to any person or entity resulting from any use, condition, performance, defect or failure in the Licensed Materials or the Service. Licensee releases and waives all claims, damages, liabilities, costs and expenses against Senior Core, and its affiliates, agents or content providers, and the directors, trustees, officers, shareholders, employees, agents and representatives of each of the foregoing ("Senior Core"), arising out of Licensee's use of the Licensed Materials and Service.

- a. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SENIOR CORE BE LIABLE FOR ANY LOST OR CORRUPTED DATA, LOSS OF GOODWILL, REVENUE, DOWNTIME, LOST PROFITS, BUSINESS INTERRUPTION, REPLACEMENT SERVICE OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, EXEMPLARY OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, INCLUDING NEGLIGENCE. IF SUCH PROVISIONS CANNOT BE EXCLUDED AND DISCLAIMED, THEN THE PROVISIONS OF THIS AGREEMENT WILL CONTROL TO THE MAXIMUM EXTENT PERMITTED.
 - b. The limitations in this section apply regardless of the form or source of claim or loss, whether or not they may cause this Agreement or any remedy available to a party to fail of its essential purpose, whether the claim or loss was foreseeable, and whether the applicable party has been advised of the possibility of the claim or loss.
13. Indemnification. Licensee shall defend, indemnify and hold Senior Core harmless from any and all third party claims arising out of or related to Licensee's reproduction, distribution, derivative works of, or publication of the Licensed Materials and Senior Core's Services, or otherwise arising out of or related to this Agreement.
14. Survival. The termination or expiration of this Agreement will not affect any provisions of this Agreement which by their nature survive termination or expiration, including the provisions that deal with the following subject matters: Licensee Responsibilities, Confidentiality, Term, Limited Warranty, Limitation of Liability, Indemnification, and General Provisions.
15. General Provisions
- a. Equitable Relief. Actual or threatened breach of certain sections of this Agreement (such as, without limitation, provisions on intellectual property (including ownership), license, and confidentiality) may cause immediate, irreparable harm that is difficult to calculate and cannot be remedied by the payment of damages alone. Either party will be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any such breach.
 - b. Notices. Any notice given under this Agreement must be in writing and, other than service of process, may be delivered by email (A) if to Senior Core, to tori@seniormovepartner.com, and (B) if to Licensee, to the email address set forth on the Order Form. Notices delivered personally or via overnight mail will be effective upon delivery, and notices delivered by U.S. mail will be deemed effective five (5) business days after being deposited in an official U.S. Postal Service mailbox. A notice is taken to have been received by email four (4) business hours (based on recipient's time zone) after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered.
 - c. Disputes, Governing Law, Venue. This Agreement is governed by and construed under the laws of the State of Alabama without regard to any conflict of law rules or principles. Any action seeking to enforce any provision of, or, directly or indirectly arising out of or in any way relating to this Agreement, shall be brought exclusively in any

state or federal court located in the State of Alabama, and each of the parties hereby irrevocably consent to the exclusive jurisdiction of such courts in any such action and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such action in any such court or that any such action brought in any such court has been brought in an inconvenient forum. United Nations Convention on Contracts for the International Sale of Goods will not apply.

- d. Waiver; Modification. Neither party's waiver of the breach of any provision constitutes a waiver of that provision in any other instance. This Agreement may not be modified nor any rights under it waived, in whole or in part, except in writing signed by the parties.
- e. Relationship of Parties. Senior Core is an independent contractor, and nothing in this Agreement is intended to constitute an employment, partnership, joint venture, fiduciary, trust or agency relationship between the parties, or authorize Licensee or Senior Core to enter into any commitment or agreement with any third party that is binding on the other party.
- f. Assignment; Binding Effect. This Agreement is personal to Licensee, and neither party may assign this Agreement or any rights or duties hereunder without the advance written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement or its rights and/or duties to its affiliates or to its successor in the event of a sale of all or substantially all of its assets, voting securities, or the assets or business related to the Licensed Materials provided under this Agreement. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties' respective legal representatives, and permitted transferees, successors, and assigns.
- g. Force Majeure. A party's failure to perform its obligations under this Agreement, other than the payment of money, is excused to the extent that the failure is caused by an event outside its reasonable control, including an act of God, act or threat of terrorism, shortage of materials, strike or labor action, war or threat of military or significant police action, natural disaster, failure of third party suppliers, denial of service attacks and other malicious conduct, utility failures, power outages, governmental acts, orders, or restrictions, or other cause beyond its reasonable control.
- h. Severability. If any term of this Agreement is held invalid or unenforceable for any reason, the remainder of the term and this Agreement will continue in full force and effect.
- i. Licensee as Client. Senior Core may publicly identify Licensee as Senior Core's licensee.
- j. Third Party Beneficiaries. The parties agree and acknowledge that this Agreement is not made for the benefit of any third party and nothing in this Agreement, whether expressed or implied, is intended to confer upon any third party any rights or remedies under or by reason of this Agreement, nor is anything in this Agreement intended to relieve or discharge the liability of either party hereto, nor

shall any provision hereof give any entity any right of subrogation against or action over or against either party.

- k. License Compliance. During the term of this Agreement and for one (1) year thereafter, Licensee shall keep complete and accurate books and records relating to use of the Licensed Materials, including the Licensed Users and any fees payable under this Agreement. Senior Core may, at its expense and no more than twice per year, appoint its own personnel or an independent third party (or both) to inspect such records to verify that use of the Licensed Materials complies with the terms of this Agreement. Any verification may include an onsite audit conducted at Licensee's relevant places of business upon 15 days prior notice, during regular business hours, and will not unreasonably interfere with Licensee's business activities.
- l. This Agreement (inclusive of this Order Form and the Standard Terms and Conditions of Use), constitute the complete and exclusive terms of the agreement between the parties regarding the subject matter hereof, and supersedes all other prior and contemporaneous agreements or communications with respect to the subject matter hereof. Any provisions contained in Licensee's own purchase order forms shall not apply and are superseded by this Agreement.