



## Inner Explorer License Agreement

This License Agreement (this “Agreement”) is made effective as of the date on the attached Invoice.

In the License Agreement (the “Agreement”), the party who is granting the right to use the licensed property will be referred to as “Inner Explorer” and “Licensor” and the party who is receiving the right to use the licensed property will be referred to as “You” and “Licensee”.

The parties agree as follows:

- 1. GRANT OF LICENSE.** Inner Explorer owns the Inner Explorer Program (the “Materials”). In accordance with this Agreement, Inner Explorer grants Licensee a non-exclusive and restricted license to use the Materials during the term of the agreement.
- 2. RESTRICTIONS OF USE.** Licensee may not copy the Materials; remove, obscure, or alter any copyright, trade secret, or other proprietary rights notices on or in the Materials; modify, decompile, disassemble, or reverse engineer the Materials; or sublicense, distribute, rent, lease, transfer, resell, or otherwise make the Materials or any copies or derivative works available unless explicitly allowed by the Agreement.
- 3. RETENTION OF RIGHTS.** All rights, titles, and interests in the Materials, including all underlying ideas, concepts, procedures, processes, principles, know-how, methods of operation, images, source code, and related specifications, along with any updates, enhancements, modifications, improvements, or derivative works and their intellectual property rights (the “IP”), are, and shall remain, the sole and exclusive property of Inner Explorer. Except for the limited license rights explicitly granted to Licensee under the terms of this Agreement, no other rights, titles, or interests in or to the IP are granted or transferred by Inner Explorer. Inner Explorer shall have, and Licensee hereby grants to Inner Explorer, a royalty-free, perpetual, worldwide, non-exclusive, and irrevocable right to use or incorporate into the Materials any suggestions, enhancements, recommendations, or other feedback provided by Licensee regarding the Materials.
- 4. PAYMENT.** Licensee will pay Inner Explorer for the non-exclusive and restrictive license to use the Materials according to the accompanying Invoice.
- 5. DEFAULTS.** If Licensee fails to abide by the obligations of this Agreement, including the obligation to make a payment when due, Inner Explorer shall have the option to cancel this Agreement by providing 30 days written notice to Licensee. Licensee shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken within 15 days of receiving written notice indicating Inner Explorer’s intent to cancel.
- 6. MEDIATION.** All disputes under this Agreement that the parties cannot resolve shall be submitted to a mutually chosen mediator before any court proceedings are undertaken.
- 7. WARRANTIES.** Neither party makes any warranties with respect to the use of the Materials by the other party or by any third party, and Licensee accepts the product “AS IS.” In no event will Inner Explorer be liable for direct, indirect, special, incidental or consequential damages that are in any way related to the Materials.

- 8. ASSIGNMENT AND DELEGATION.** Inner Explorer may assign or delegate its rights, duties, or obligations under this Addendum at any time without Licensee's prior written consent. This includes, but is not limited to, assignment (A) to an affiliate as part of an internal reorganization, (B) to an entity merged into or incorporated into Inner Explorer, or (C) to any party that acquires all or substantially all of Inner Explorer's Assets, stock or business, or the business unit providing the goods and services under this Addendum. Any assignment will cover the entire Addendum. Inner Explorer will notify Licensee in writing of any such assignment after it occurs. The assignee must agree in writing to be bound by this Addendum's terms, as they apply. Licensee may not assign or delegate your rights, duties, or obligations under this Addendum without prior written consent from Inner Explorer. Any assignment or attempt to assign that does not comply with this section is invalid and without effect.
- 9. TERMINATION.** Either party may terminate this Agreement by providing 30 days written notice to the other party.
- 10. ENTIRE AGREEMENT.** This Agreement, as well as the underlying Invoice, contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
- 11. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
- 12. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 13. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 14. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Florida.