



LICENSE AGREEMENT

This License Agreement (the “Agreement”) is made and entered into between, XXXX (“XXXX”) (at XXXX) and Tal Solutions LLC (“Tal Solutions”), on XXX (“Effective Date”) XXXX and Tal Solutions may hereinafter be referred to individually as “Party” and collectively as the “Parties.”.

1. LICENSE GRANT

Subject to the terms and conditions of this Agreement, Tal Solutions grants XXXX, a limited, non-exclusive, restricted, revocable, non-transferable, non-sublicensable right, to access and use PositivityTech® for the specified Term. XXXX may not use PositivityTech except as expressly permitted under this Agreement.

XXXX must provide the name, and email address of all people who will access PositivityTech during the Term of this Agreement to Tal Solutions.

2. ACKNOWLEDGEMENTS

This Agreement shall not confer upon XXXX any rights in or to PositivityTech. XXXX acknowledges and agrees ownership of PositivityTech, data provided by Tal Solutions, all copyright and any trademarks, trade names, proprietary material and information, and other intellectual property rights used or embodied in or in connection with PositivityTech are the sole and exclusive property of Tal Solutions or Tal Solutions’ third-party licensors. Any data or analytics obtained during XXXX’s access to and/or use of PositivityTech are the sole and exclusive property of Tal Solutions. Tal Solutions has the absolute right to use any feedback or suggestions provided by XXXX of PositivityTech without compensation and any use by Tal Solutions does not give XXXX any rights in PositivityTech.



3. OTHER INFORMATION

No part of PositivityTech may be reproduced or duplicated in any medium or format. XXXX shall not attempt to remove or circumvent any copy protection system or software intended to control installation, copying, monitoring, and other use of PositivityTech. XXXX may not reverse engineer, decompile, disassemble, translate, or modify PositivityTech or create derivative works of PositivityTech or otherwise derive the source code.

XXXX may not disclose, rent, loan, transfer, sublicense, lease or otherwise distribute or operate PositivityTech or provide information about PositivityTech to or for the benefit of any third party, without prior written approval by Tal Solutions. XXXX may not assign all or any part of its rights or obligations under this Agreement.

Any information accessed from PositivityTech and/or tables, reports and the like prepared using PositivityTech are used under License from Tal Solutions and remain the property of Tal Solutions during and after the Term of this Agreement.

XXXX acknowledges PositivityTech, and the licensed materials therein are highly proprietary in nature and that unauthorized copying, transfer or use may cause Tal Solutions irreparable injury that cannot be adequately compensated for by means of monetary damages. XXXX agrees that any breach of this Agreement by XXXX may be enforced by Tal Solutions by means of equitable relief (including, but not limited to, injunctive relief) without the necessity of posting any bonds in addition to any other available rights and remedies.

Tal Solutions' Intellectual Property includes but is not limited to any inventions however embodied, know how, works in any media, software, copyrights, information, trade secrets, designs (whether registered or not), materials, property or proprietary interest that it developed as a result of knowledge, use and the like of PositivityTech. XXXX acknowledges that it assigns and agrees to assign all right, title and interest to the above to Tal Solutions or another entity identified by Tal Solutions, and will execute all documentation requested by Tal Solutions to effectuate the same.

4. CONFIDENTIALITY

XXXX shall treat all information contained in or related to PositivityTech as confidential and shall not disclose any such confidential information in any manner whatsoever to any third party except to the extent expressly permitted under this Agreement. XXXX shall not disclose to any third party any information concerning any Tal Solutions name, password or URL provided to XXXX to facilitate access to PositivityTech.

5. TERM AND TERMINATION

Effective Date: The date on which this Agreement shall come in to effect.

Term: Five year governing legal terms and conditions license Agreement and the period specified in the agreed upon SOW.

Early Termination. If XXXX (i) makes or distributes, or fails to prevent others from making or distributing, copies of PositivityTech or modifications or derivations thereof; or (ii) breaches any provision of this Agreement, then this Agreement shall terminate automatically.

Effect of Termination. Upon any termination of this Agreement, XXXX shall: (i) immediately discontinue use of PositivityTech (ii) remove PositivityTech from XXXX hardware; and (iii) delete and destroy all copies of PositivityTech in its possession or control.



Sections titled Acknowledgements, Other Information, Confidentiality, Disclaimer of Warranties, and Limitations of Liability will remain in effect for five (5) years following the Termination or expiration of this Agreement.

6. STATEMENT OF WORK

“SOW” shall mean the written Statement of Work, the onetime and/or ongoing activities. The SOW documents are considered to be part of this Agreement.

7. PAYMENT

The amount and method of payment for the license of PositivityTech from Tal Solutions is included in the respective SOW.

8. DISCLAIMER OF WARRANTIES

Tal Solutions licenses and provides PositivityTech to XXXX on an "as-is" basis. Tal Solutions hereby disclaims any and all warranties and conditions with regard to PositivityTech, including, but not limited to, all implied warranties and conditions of merchantability, fitness for a particular purpose, accuracy, title, and non-infringement.

9. LIMITATIONS OF LIABILITY

(a) In no event will Tal Solutions be liable for damages arising out of the use or licensing of PositivityTech or arising under this agreement, whether in tort, contract or otherwise, to XXXX or any other person or entity.

(b) Tal Solutions shall not be liable to XXXX or any other person or entity for any lost profits, or consequential, incidental solutions, indirect, punitive, special, or similar damages, including, without limitation, damages for loss of data, impairment or loss of goodwill, work stoppage, computer failure or malfunction, loss of work, or any and all other commercial damages or losses, direct or indirect, whether in tort, contract, or otherwise, even if advised of the possibility of such damages.

10. FORCE MAJEURE

If the whole or any part of the access by XXXX to PositivityTech is prevented or delayed by causes, circumstances or events beyond the control of Tal Solutions including but not limited to delays due to floods, fires, accidents, earthquakes, riots, epidemic, pandemics explosions, wars, hostilities, acts of government, custom barriers, or other causes of like character beyond the control of Tal Solutions (“**Force Majeure**”), the Parties shall promptly notify each other in writing of such conditions and the cause thereof within five (5) calendar days of such Force Majeure event. Tal Solutions will strive to continue to perform its obligations under the Agreement as far as is reasonably practical.

11. SEVERABILITY

If any provision of this Agreement shall be determined to be void, invalid, unenforceable, or illegal for any reason, then the validity and enforceability of all the remaining provisions hereof shall not be affected. Upon the determination that any term or other provision is void, invalid, unenforceable or illegal, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties.



12. FAILURE TO EXERCISE RIGHTS

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of any subsequent breach of the same or any other provision.

13. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of New York, excluding its principles of conflicts of laws. The parties hereto agree that any action related to this Agreement shall be venued solely in the Federal District Court for the Eastern District of New York, and the parties hereby irrevocably submit to the jurisdiction and venue of said court to resolve any dispute arising hereunder or relating hereto.

14. NOTICES

Any notice or other communication pursuant to this Agreement shall be in writing and shall be deemed to have been fully given or made when sent by email, and acknowledged by the recipient within 5 business days. If the email is not acknowledged within 5 business days, the notice or other communication shall be delivered by registered or certified mail, postage prepaid, to the following address or such other addresses as the parties may provide in writing to the other from time to time:

If to XXXX: XXXX.

If to Tal Solutions LLC: marcia@talsolutions.com

15. TITLES

The titles of the Sections of this Agreement are for convenience only and do not in any way limit or amplify the terms or conditions of this Agreement.

16. ENTIRE AGREEMENT

This Agreement including any SOWs constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any and *all* prior and contemporaneous understandings, statements, warranties, representations and agreements, both oral and written, relating thereto. This Agreement cannot be modified except in a writing signed by both Parties.

17. AUTHORIZATION

Each Party represents to the other that it has the full authority to enter into and secure performance of this Agreement, and that XXXX is properly authorized to enter into this Agreement. Each Party further acknowledges that it has read this Agreement, understands it, and shall be bound by all of its terms, conditions and provisions.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as set forth above.

TAL SOLUTIONS, LLC

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

