

LICENSING SOFTWARE AGREEMENT

This Licensing Software Agreement (hereinafter "License") is made this 18th day of August, 2025, by and between Internet Tax Information Processing Services, Inc. (hereinafter "Licensor"), and _____ (hereinafter "Licensee").

WHEREAS, the parties acknowledge that Licensor is in the business of creating, designing and developing computer related software and related products and has created a tax related software program for which Licensee desires to utilize; and

WHEREAS, the parties acknowledge that Licensor has invested significant time and resources into its software programs; and

WHEREAS, Licensor has developed a software program known as the
2025 Intelligent Form 1099-DA Docker Image **Software Development Kit**
(hereinafter (SDK"))

WHEREAS, the Licensor agrees to provide Licensee with non-exclusive access to confidential and proprietary information from Licensor, and that during the course of this License, Licensee will have access to and be able to use the Software subject to the terms and conditions set forth herein below; and

NOW, THEREFORE, for good and valuable consideration of both parties, and in furtherance of the above goals, and with the parties intending to be legally bound hereby, and in consideration of the conditions and covenants set forth in this License, and for other valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Licensor and Licensee agree as follows:

I. Software.

1.1 Scope of Software. Licensor has developed a tax related software program known as the
2025 Intelligent Form 1099-DA Docker Image **Software Development Kit.**

1.2 Ownership of Software. Licensee acknowledges that at all times all rights, title and interest in the SDK software shall belong to Licensor and by entering into this License does not in any way transfer ownership or any other rights, title or interest in the SDK software except for the rights to use the software, on a non-exclusive basis, as specifically set forth herein. Title and intellectual property rights in and to any content displayed by or accessed through the SDK software belongs to Licensor. This License does not grant Licensee any rights to use such content except as expressly set forth herein. The SDK software, and any related documentation, tangible or intangible, is licensed, not sold, to Licensee by Licensor for Licensee's non-exclusive use pursuant to the terms of this License, and Licensor reserves all rights not expressly granted to Licensee.

1.3 Software Upgrades. The terms of this License will govern any software upgrades provided by Licensor that replaces or supplement the original SDK software, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

1.4 License Uses and Restrictions. Subject to the terms and conditions of this License, Licensee is granted a limited non-exclusive license to install and use the SDK software. Licensee may not make the SDK software available over a network where it could be used by multiple computers at the same time. Two software modules will be available to Licensee:

- i. A module which consists of source code that is customized by the Licensee to run on Licensee's server, and
- ii. A module with built in codes generic to the specific processes involved.

1.4.1 Licensee shall not, and agrees not to enable or allow others to, copy, disseminate, modify, or create derivative works of the SDK software, or any part thereof. Any attempt to do so is a violation of the rights of Licensor and subject to immediate termination. Licensee shall not disclose any confidential information it may receive from Licensor. Delivery of the source code to Licensee shall be done by granting access to an internet-based repository at www.github.com.

1.4.2 Licensor reserves the right to change, suspend, remove, or disable access at any time without notice. In no event will Licensor be liable for the removal of or disabling of access. Licensor may also impose limits on the use of or access to the SDK software without notice or liability.

1.5 Return of Software. Upon termination of this License, Licensee shall return all software to Licensee and Licensee shall not retain any copies of the SDK software, full or partial, including but not limited to copies stored on a computer or other storage device.

1.6 Consent to Use of Data. If Licensee choose to allow diagnostic and usage collection, Licensee agrees that Licensor and its subsidiaries and agents may collect, maintain, process and use diagnostic, technical, usage and related information, including but not limited to unique system or hardware identifiers, information about Licensee's computer, system and application software, and peripherals, that is gathered periodically to provide and improve Licensor's products and services, facilitate the provision of software updates, product support and other services to Licensee (if any) related to the SDK software, and to verify compliance with the terms of this License. Licensor may use this information, as long as it is collected in a form that does not personally identify Licensee, for the purposes described above.

1.7 Third Party Services. To the extent that Licensee uploads any content through the use of third party services, Licensee represent that it owns all rights in, or has authorization or is otherwise legally permitted to upload, such content and that such content does not violate any terms of service applicable to the third party services. No portion of the SDK software or of third party services may be reproduced, modified, assigned, loaned, sold or distributed in any form or by any means. Licensee shall not exploit the SDK software or of third party services in any unauthorized way whatsoever, including but not limited to, using the same to transmit any computer viruses, worms, trojan horses or other malware, or by trespass or burdening network capacity. Licensee further agrees not to use the SDK software or of third party services in any manner to harass, abuse, threaten, defame or otherwise infringe or violate the rights of any other party, and that Licensor is not in any way responsible for any such use by Licensee.

1.8 Effective Date and Term of License. The Effective Date of this License shall be the date set forth herein above, and all time periods mentioned in this License shall be measured from that date. The term of this License shall be from the Effective Date until October 15 of the year following the above tax year, subject to prior termination as provided in this License.

1.9 Compliance with Laws, Rules and Regulations. Licensee agrees that it will not use the Licensor Software for any purposes prohibited by United States law, state or local laws, and shall at all

times strictly adhere to and obey any and all laws, rules and regulations, including laws, rules and regulations which may be adopted on a federal, state, and local level.

II. Disclaimer of Warranties

2.1 Disclaimer of Warranties. BY APPLICABLE LAW, USE OF THE SDK SOFTWARE AND ANY SERVICES PERFORMED BY OR ACCESSED THROUGH THE SDK SOFTWARE IS AT LICENSEE'S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH LICENSEE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SDK SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SDK SOFTWARE AND SERVICES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

LICENSOR DOES NOT WARRANT AGAINST INTERFERENCE WITH LICENSEE'S ENJOYMENT OF THE SDK SOFTWARE AND SERVICES, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE SDK SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, THAT THE OPERATION OF THE SDK SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY SERVICES WILL CONTINUE TO BE MADE AVAILABLE, THAT THE SDK SOFTWARE OR SERVICES WILL BE COMPATIBLE OR WORK WITH ANY LICENSEE OR THIRD PARTY SOFTWARE, APPLICATIONS, OR THIRD PARTY SERVICES, OR ANY DAMAGES THAT MAY OCCUR LICENSEE'S COMPUTER SYSTEM(S) OR DATA, OR THAT DEFECTS IN THE SDK SOFTWARE OR SERVICES WILL BE CORRECTED. INSTALLATION OF THE SDK SOFTWARE MAY AFFECT THE USABILITY OF THIRD PARTY SOFTWARE, APPLICATIONS, OR THIRD PARTY SERVICES.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR A LICENSOR AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY EXCEPT AS EXPRESSLY SET FORTH HEREIN.

2.2 Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, OR DAMAGE TO LICENSEE'S COMPUTER SYSTEM(S), OR FAILURE TO TRANSMIT OR RECEIVE ANY DATA OR INFORMATION, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO LICENSEE'S USE OR INABILITY TO USE THE SDK SOFTWARE OR SERVICES, OR ANY THIRD PARTY SOFTWARE OR APPLICATIONS IN CONJUNCTION WITH THE SDK SOFTWARE OR SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall Licensor's total liability to Licensee for all damages exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its

essential purpose. In no event shall Licensor be held liable for damage that arises through improper use of the SDK software.

III. Compensation. As consideration for Licensor to provide its software and/or services to Licensee, Licensee shall pay to Licensor \$ 8000 .00.

IV. Termination upon Notice.

4.1. Termination. This License is effective until terminated as provided above. Licensee's rights under this License will terminate automatically without notice from Licensor if Licensee fails to comply with any term(s) of this License. Licensor may terminate this License at any time, upon thirty (30) days written notice to Licensee. Licensor may terminate this License immediately for cause. Licensee shall fully cooperate with Licensor in making the transition occasioned by termination, and shall protect the interests and rights of Licensor. Upon the termination of this License, Licensee must cease all use of the SDK software and destroy all copies, full or partial, of the SDK software. Those provisions that by their nature would survive termination of this License shall survive any such termination.

V. Breach.

5.1 Damages for Breach. It is agreed that breach of this License would produce great or irreparable injury to Licensor for which Licensee shall be liable; this liability is a non-exclusive remedy and Licensor shall not be barred from further equitable relief and may additionally seek to enjoin the continuing breach of this License through judicial means by way of temporary restraining orders and preliminary and permanent injunctions, along with any other remedy allowed by law or in equity.

VI. General Provisions

6.1 Severability. Should any provision of this License be held to be void, invalid or inoperative, the remaining provisions of this License shall not be affected and shall continue in effect and the invalid provision shall be modified to the least degree necessary to remedy such invalidity to best meet the intent of this License.

6.2 Waiver. The failure of any party to partially or fully exercise any right or waiver by any party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this License.

6.3 Binding Effect. The rights, obligations and liabilities under this License will inure to the benefit of and be binding upon the parties' successors and assigns.

6.4 Relationship of the Parties. Nothing herein shall be construed to create a partnership or joint venture between the Licensor and the Licensee.

6.5 Recitals as Covenants and Conditions. The recitals set forth above shall be construed as covenants and conditions of this License and not mere recitals.

6.6 Indemnification. In the event that Licensee breaches this License or is negligent or acts with willful misconduct, Licensee shall indemnify and hold Licensor harmless for such acts, and Licensee shall indemnify Licensor for any cost or liabilities, including reasonable attorney's fees paid by Licensee. In such event, Licensee agrees to allow Licensor to offset any monies owed to Licensor from any payment owed to Licensee.

6.7 Assignment: The parties agree the right, title and interest in and to any benefit or obligation resulting from or created pursuant to this License may not be assigned, sold, traded, hypothecated, or in any way conveyed to any other party without the specific written consent of the parties hereto.

6.8 Acknowledgment The parties acknowledge that they have had an opportunity to fully examine this License and completely understand the terms herein. The parties acknowledge that they have full authority to execute this License and that they sign this License with the intention to bind themselves and their successors and assigns, and they further acknowledge that they sign this License of their own free will and choice, with a full understanding of all the applicable terms and conditions.

6.9 Remedies. Licensee agrees to pay Licensor all profits, revenues and income or benefits derived by or accruing to Licensee as a result of Licensee's breach of any of the terms and condition of this License. Licensee waives any claim or defense that an adequate remedy at law might exist for any such breach. Licensor's ability to seek restraining orders or injunctive relief for any breach by Licensee shall in no event prevent or in any way prohibit Licensor from seeking additional remedies allowed by law or in equity

6.10 Jurisdiction and Venue. This License shall be governed by and interpreted in accordance with the laws of the State of Utah without giving effect to its conflict of laws provisions. Venue shall be properly placed in the Fifth District Court in and for Washington County, State of Utah.

6.11 Headings. The headings in this License are for ready reference only and shall not be used to limit or expand the terms of this License.

6.12 Entire Agreement. This License sets forth the entire agreement between the parties on this subject and supersedes all prior negotiations, understandings and agreements between the parties concerning this subject matter. No amendment or modification of this License shall be made except by a writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed and delivered this License as of the date first written above.

Licensor:
Internet Tax Information Processing Services, Inc.

Licensee:

By: Bruce Wilcox
Its: President
Date: _____

By: _____
Its: _____
Date: _____