

## Trademark License Agreement

**This Trademark LICENSE AGREEMENT** (the "Agreement") dated this 19th day of August, 20 25 (the "Execution Date") between Internet Tax Information Processing Services, Inc., a Utah corporation (the "ITIPS"), and Your Company Name Here (the "Licensee").

### BACKGROUND:

ITIPS holds a registered trademark to the mark "Intelligent Tax Document®" (the "Mark");

The mark is registered with the United States Patent and Trademark Office (No. 7,517,970);

ITIPS is the owner of the Mark and wishes to license the Mark to Licensee pursuant to the terms and conditions of this Agreement.

**IN CONSIDERATION OF** the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

### A. License

1. Under this Agreement ITIPS grants to the Licensee a non-exclusive and non-transferable license (the "License") to the Mark.
2. All rights in the Mark remain exclusively with ITIPS. This Agreement constitutes a license for use only and is not in any way a transfer of ownership rights to the Mark.
3. Pursuant to the License granted herein, if Licensee prepares or provides tax documents in portable document format that includes document data in JavaScript Object Notation (JSON) format in the .pdf properties (an "Intelligent Tax Document"), then Licensee may use the Mark on Licensee's main website and other marketing tools and on such Intelligent Tax Documents.
4. Licensee may not use the Mark in any manner that, in the discretion of ITIPS, (i) discredits ITIPS or tarnishes its goodwill or reputation, (ii) is false or misleading, (iii) violates the rights of others, (iv) violates any law, regulation, or other public policy, (v) falsely designates any document as an Intelligent Tax Document, or (vi) mischaracterizes the relationship between ITIPS and Licensee.
5. Licensee's use of the Mark is contingent upon Licensee's compliance with the terms of this Agreement.
6. Licensee acknowledges ITIPS ownership of all right, title, and interest in and to the Mark. Any goodwill resulting from Licensee's use of the Mark will inure exclusively to the benefit of ITIPS. Licensee will conduct its business in a way that does not adversely affect ITIPS's reputation or goodwill. Licensee will only display or use the Mark as permitted in this Agreement. Licensee further agrees not to: (i) challenge ITIPS as the sole, absolute, or exclusive owner of all right, title and interest in and to the Mark; (ii) register, use, adopt, or promote any mark that is confusingly similar to the Mark or any composite mark which uses all or a portion of the Mark; (iii) take or

encourage any action which would impair the rights of ITIPS in and to the Mark, or impair the goodwill associated with the Mark, or (iv) infringe on the Mark or (v) take any other action in derogation of ITIPS's rights in the Mark.

**C. License Fee**

Licensee agrees to pay in advance an annual license fee ("License Fee") listed on the Order page of ITIPS website. If Licensee fails to timely pay the License Fee, ITIPS may terminate this Agreement and the License and Licensee shall have no right to any use of the Mark. ITIPS reserves the right to increase the License Fee each year.

**D. Acceptance**

All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Licensee upon Licensee indicating on the ITIPS Order page that Licensee accepts the same.

**E. Term**

The term of this Agreement is indefinite will continue until terminated as provided herein.

**F. Termination**

1. This Agreement will be terminated, and the License forfeited, where the Licensee has failed to pay the License Fee or has otherwise failed to comply with any of the terms of this Agreement or is in breach of this Agreement.
2. Notwithstanding anything to the contrary in this Agreement, ITIPS may terminate this Agreement (including, without limitation, Licensee's license to use the Mark) for convenience upon 60 days' notice to Licensee.
3. Upon termination or expiration of this Agreement, Licensee shall immediately discontinue the use of the Mark and destroy all materials displaying the Mark.

**G. Indemnification**

Licensee hereby indemnifies, defends, and holds ITIPS, its successors and assigns, and its directors, committee members, officers, employees, members, representatives and agents, harmless from and against any and all losses, liabilities, damages, claims, suits, demands and expenses, including, but not limited to, taxes, fines, penalties, court costs and attorney's fees, arising in connection with or related to: (i) any breach of any of the representations, warranties or agreements made herein by Licensee; (ii) any claims that Licensee's product(s) infringe(s) or violate(s) any patent or other intellectual property or property right; (iii) any product defect or liability claims related to Licensee's products; and/or (iv) any act or omission of Licensee.

## **H. Force Majeure**

ITIPS will be free of liability to the Licensee where ITIPS is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where ITIPS has taken any and all appropriate action to mitigate such an event.

## **I. Governing Law; Jurisdiction**

This Agreement shall be construed in accordance with the laws of the State of Utah without giving effect to principles of conflicts of law thereunder. Exclusive jurisdiction for any claim or dispute between the parties resides in federal or State courts for Washington County, Utah, and the parties agree and expressly consent to the exercise of personal jurisdiction in the State of Utah.

## **J. Miscellaneous**

1. This Agreement can only be modified in writing signed by both ITIPS and the Licensee.
2. This Agreement does not create or imply any relationship in agency or partnership between ITIPS and the Licensee.
3. Headings are inserted for the convenience of the parties 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 gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
4. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
5. This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.
6. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon ITIPS's successors and assigns.