

INTELLECTUAL PROPERTY LICENSE AGREEMENT

This Intellectual Property License Agreement ("Agreement") is made as the date of the last execution of this Agreement pursuant to Section 8.2 below (the "Effective Date") by and between Wisconsin Alliance for Women's Health, Inc., a Wisconsin non-stock company ("Licensor") and the entity who provided their information to Licensor per the Licensor's Kindness Is Everything Design Usage Authorization Application ("Licensee").

WHEREAS, Licensor is the owner of the copyrighted design and Kindness IP set forth in Exhibit A attached hereto (collectively, "Kindness IP").

WHEREAS, Licensee desires to use the Kindness IP, and Licensor is willing to grant to Licensee the right to use the Kindness IP to Licensee, subject to the terms and conditions of this Agreement.

NOW THEREFORE, for value received and in consideration of the mutual promises and covenants set forth herein, the parties, intending to be legally bound, hereto agree as follows:

ARTICLE 1 - GRANT OF LICENSE

1.1 Licensor hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive, personal license to use the Kindness IP in the territory and products as provided on Exhibit A and subject to the limitations set forth in this Agreement for a yearly license fee of two hundred dollars (\$200.00) ("License Fees"). Upon execution of this Agreement, Licensor will provide Licensee with an invoice for the License Fees. The grant of license will not begin until the receipt of the License Fees by Licensor. Notwithstanding anything to the contrary herein Licensee will have no rights under this Agreement until this Agreement has been duly executed by both Licensee and Licensor.

1.2 All licenses granted herein shall be non-transferable and non-assignable without the prior written consent of Licensor.

1.3 If Licensee fails to pay any undisputed amount due and payable to Licensor as and when due, Licensee shall reimburse Licensor immediately on demand for all fees and expenses incurred by Licensor in connection with its efforts to collect such amounts, including all attorneys' and collection agency fees. Licensor also reserves the right to terminate this Agreement in any circumstance that Licensee has failed to pay any amount due and payable to Licensor that is more than thirty (30) days past due and where Licensor has spent commercially reasonable efforts to contact the Licensee regarding the outstanding balance.

1.4 Licensee shall not make any modifications to the Kindness IP. Licensee may request and suggest revisions to Licensor, which Licensor may reject or approve at Licensor's sole discretion. No modifications are approved unless Licensor provides express written approval to Licensee.

1.5 Except as expressly permitted by this Agreement or by Licensor in writing (which permission, if granted, shall be for the specific instance and shall not apply to any other instance or be transferable), Licensee shall not, and shall not permit any person to:

- a. Sell, assign, sublicense, lease, pledge or otherwise transfer or encumber or attempt to transfer or encumber the Kindness IP or any portion(s) thereof, other than in accordance with this Agreement;
- b. Remove, obliterate, conceal or modify any copyright, trademark, patent or other proprietary rights notices, or any client disclaimers or other disclosures intended from any product containing the Kindness IP;
- c. Take any action: (i) that could result in a willful infringement upon or violation or misappropriation of, (ii) to contest, or (iii) that could otherwise cause harm to the Kindness IP;
- d. Use the Kindness IP or any portion(s) thereof in any manner or for any purpose that is not specifically permitted in this Agreement or that is specifically prohibited by this Agreement;
- e. Upload or otherwise provide the Kindness IP to any print-on-demand or any online stores such as CafePress, Zazzle, Etsy, and Amazon.

ARTICLE 2 - OWNERSHIP AND USE OF THE LICENSED KINDNESS IP

2.1 Licensee acknowledges that Licensor owns the Kindness IP and all rights therein and that nothing in this Agreement shall give Licensee any right, title or interest in or to the Kindness IP other than the specific rights granted hereby.

2.2 Licensee agrees that it will do nothing inconsistent with Licensor's ownership of the Kindness IP and shall not claim adversely to Licensor, or assist any third party in attempting to claim adversely to Licensor, with regards to such ownership. Licensee agrees that it will not challenge the title of Licensor to the Kindness IP, oppose any registration thereof, or challenge the validity of this Agreement or the licenses granted herein. Furthermore, the Licensee will not register, nor attempt to register, any trade name or trademark which, in whole or in part, incorporates or is confusingly similar to the Kindness IP unless it is for the benefit of Licensor, or with the Licensor's written consent.

2.3 Without the prior written approval of Licensor, Licensee is not authorized to use the Kindness IP in connection with any activity unrelated the product provided on Exhibit A.

2.4 Notwithstanding the license granted herein and any of the provisions hereof, no rights or licenses are granted to Licensee with respect to any other copyright, trademark, service mark, and/or trade name not listed on Exhibit A.

ARTICLE 3 - QUALITY STANDARDS AND COMMUNITY PROVISIONS

3.1 Licensee agrees that the nature and quality of all products sampled, sold, or otherwise disposed of by Licensee and covered by the Kindness IP shall conform to the standards set by and under the control of Licensor ("Quality Standards") as provided in Exhibit A. Such Quality Standards shall be reasonable, shall be at least equal in quality to the products (in the aggregate) sold by Licensor prior to the date hereof.

3.2 Licensee shall, upon Licensor's reasonable request and at Licensee's expense, supply to Licensor photograph or physical samples of any products sampled, given away, sold, or otherwise disposed of under the Kindness IP by Licensee. Any review of products conducted by Licensor is to ensure that the Quality Standards provided herein have been satisfied.

3.3 Licensee agrees that an important part of the message spread by the Kindness IP is community building. As such, Licensee agrees that the all products sampled, sold, or otherwise disposed of by Licensee and using the Kindness IP shall conform to the standards set by and under the control of Licensor ("Community Standards") as provided in Exhibit A.

3.4 Licensee shall deliver to Licensor, upon Licensor's reasonable request that shall be no more than once a year and at Licensee's expense, a report on Licensee's compliance with this Agreement for the Kindness IP to enable Licensor to ensure that such Kindness IP are used only in a manner set forth herein. The report shall include, but not be limited to, disclosing who the suppliers of products are, what distribution channels are being used, and any pre-approved modifications to ensure that Licensee is meeting both the Quality Standards and the Community Standards.

3.5 Licensor shall have the right to impose on Licensee, as necessary, other specifications or requirements not provided for under this Article to maintain control and to ensure the requisite Quality Standards with respect to products manufactured by Licensee that are to be sampled, given away, sold or otherwise disposed of under the Kindness IP.

ARTICLE 4 – DURATION OF LICENSE AND TERMINATION

4.1 Upon execution by the parties, this Agreement and the license granted herein shall be effective for terms of one (1) year, which are renewable upon mutual agreement by the parties, and terminable pursuant to this Article 4. The one (1) year anniversary for renewal shall be the anniversary of the date that all parties have executed this Agreement ("Renewal Date"). The initial License Fee shall be paid on the Effective Date, and, thereafter, payment of the License Fees shall be due on the Renewal Date.

4.2 In the event that Licensee breaches any provision of this Agreement, including but not limited to failure by Licensee to comply with the Quality Standards and Community Standards established under Article 3, Licensor shall have the right to terminate the license granted if (i) Licensor has given written notice to Licensee of such breach and (ii) such breach

continued one month from the date of such notice. In addition, Licensor may terminate immediately upon the occurrence of Licensee's bankruptcy or insolvency.

4.3 Upon thirty (30) day written notice to Licensor, Licensee shall have the right to terminate this Agreement, or to refuse to renew this Agreement, or any or all licenses granted herein.

4.4 Upon the termination of this Agreement, Licensee agrees to (i) promptly discontinue all use of Kindness IP and/or any similar trade name and (ii) promptly take all steps to refrain from using the Kindness IP in advertising, commercial registers, directories, internet and web-sites, telephone listings, and all other similar listings.

4.5 The grant of license for the Kindness IP becomes perpetual without any future License Fees to be paid or owing by Licensee (i) immediately if Licensor discontinues the use of the Summer Solstice or Winter Solstice Kindness IP for a period of three (3) consecutive years; or (ii) immediately upon the occurrence of Licensor's bankruptcy or insolvency.

4.6 Upon the termination of this Agreement all rights granted to Licensee under this Agreement shall immediately terminate, and Licensee shall immediately and permanently discontinue and refrain from the use of all Kindness IP.

ARTICLE 5 – TRADEMARK DEFENSE

5.1 Licensee shall promptly notify Licensor of any and all infringements, imitations, simulations or other illegal use or misuse of the Kindness IP which come to Licensee's attention. As the owner of the Kindness IP, Licensor shall determine whether to take any action to prevent the infringement, imitation, simulation or other illegal use or misuse of the Kindness IP. If Licensor elects not to take such action, Licensee may take such action at Licensee's expense if it has received Licensor's prior written approval to take such action. In this event, Licensor shall, at Licensee's expense, cooperate in such action with Licensee including, without limitation, joining as a party. Any money recovered by way of damages or otherwise with respect to such action shall be kept by the party which bore the costs of such action; or, in any case where the parties have shared the costs, such money shall be shared in proportion to the costs borne by each party.

5.2 Licensee shall render Licensor all reasonable assistance in connection with any matter pertaining to the protection, enforcement or infringement of Kindness IP used by Licensee, whether in the courts, administrative or quasi-judicial agencies, or otherwise.

ARTICLE 6 - INDEMNIFICATION AND LIMITATION OF LIABILITY

6.1 Licensee agrees to indemnify and hold harmless Licensor and its directors, officers and employees from any and all claims of a third party arising out of or in connection with any claim that Licensee's use of the Kindness IP outside of the scope of the license given herein violates the rights of such third party to such Kindness IP.

6.2 Licensors agree to indemnify and hold harmless Licensee and its directors, officers and employees from any and all claims of a third party arising out of or in connection with any claim that Licensee's use of the Kindness IP within the scope of the license given herein violates the rights of such third party to such Kindness IP.

6.3 IN NO EVENT SHALL LICENSOR AGGREGATE LIABILITY TO THE LICENSEE WITH RESPECT TO ANY AND ALL ACTIONS, CLAIMS OR SUITS AT ANY TIME ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT EXCEED, IN THE AGGREGATE, AN AMOUNT EQUAL TO THE FEES ACTUALLY PAID BY LICENSEE TO LICENSOR UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. NOR SHALL LICENSOR HAVE LIABILITY WITH RESPECT TO ITS OBLIGATIONS, EITHER UNDER THIS AGREEMENT FOR ANY PUNITIVE, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR SIMILAR DAMAGES, INCLUDING LOSS OF PROFITS, WHETHER FORESEEN OR UNFORESEEN, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE 7 – MISCELLANEOUS

7.1 Entire Agreement. This Agreement (including Exhibit A) and any other writing signed by the parties that specifically references this Agreement constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

7.2 This Agreement constitutes and states the entire agreement between Licensor and Licensee and supersedes any and all prior agreements and understandings by the parties, relating to the same subject matter. This Agreement may not be amended or supplemented at any time unless in writing executed by both parties hereto, and all such amendments and supplements shall be binding upon all other Persons interested in this Agreement.

7.3 Extension of Rights. All rights and obligations incurred hereunder by Licensor or Licensee shall extend to and be binding upon their respective domestic and international divisions, subsidiaries, other controlled companies, affiliates, and related entities.

7.4 Waiver. The waiver by Licensor of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any subsequent breach of such provision or the waiver of the provision itself.

7.5 Injunctive Relief. Licensee acknowledges that monetary relief would not be an adequate remedy for a breach or threatened breach by Licensee of the provisions of this Agreement and that Licensor shall be entitled to the enforcement of this Agreement by

injunction, specific performance or other equitable relief, without prejudice to any other rights and remedies that Licensor may have.

7.6 Severability. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not render the entire Agreement invalid. Rather, the Agreement shall be construed as if not containing the particular invalid or unenforceable provision, and the rights and obligations of each party shall be construed and enforced accordingly.

7.7 Notices. Any notice, instruction, direction or demand under the terms of this Agreement required to be in writing will be duly given upon delivery, if delivered by hand, facsimile transmission or mail, if to Licensee to the contact information provided on the Kindness Is Everything Design Usage Authorization Application; if to Licensor, to the following address:

Wisconsin Alliance for Women's Health
PO Box 1726
Madison, WI 53701

or to such other addresses or telecopy numbers as may be specified by like notice to the other party.

7.8 Relationship of the Parties. Licensee is an independent entity and neither Licensee, nor its parent companies, subsidiary companies, employees, agents or representatives, shall be considered agents, representatives of employees of Licensor or vice versa. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture or grant of a franchise between Licensor and Licensee. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity or to make commitments of any kind for the account of or on behalf of the other party, except to the extent and for the purposes expressly provided herein.

7.9 Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the substantive internal laws of the State of Wisconsin. Any proceeding for dispute resolution shall be in Dane County, Wisconsin.

ARTICLE 8 –EXECUTION

8.1 Standing. Each party represents and warrants to the other, knowing that the other party is relying thereon in entering into this Agreement and granting the license and rights granted to Licensee herein, that:

- a. It has full power, authority, and capacity to enter into and perform its obligations under this Agreement;

- b. Its representations and warranties shall survive the execution and delivery of this Agreement.

8.2 Execution of Agreement. Licensee shall be deemed to have executed and consented to this Agreement by its submission of the Licensor's Kindness Is Everything Design Usage Authorization Application. Licensee had the opportunity to fully review this Agreement and obtain counsel regarding same prior to submission of this Agreement. Licensor shall be deemed to have executed and consented to this Agreement upon sending an invoice to Licensee pursuant to Section 1.1.

Exhibit A
Product Description, Territory, and Quality and Community Standards

Product Description:

- Design may be utilized for yard signs only.

Territory:

- Licensee shall only distribute the yard signs in the territory it designated on the Licensor's Kindness Is Everything Design Usage Authorization Application or as otherwise agreed to in writing between Licensee and Licensor. Licensor may request modification from the initial entry so the later written, agreed upon modification shall prevail.

Quality Standards:

- Licensee must use the design provided upon purchase by the Licensor;
- Print-quality standards with a minimum resolution of 300dpi must be utilized for all yard signs;
- All yard signs must be printed at 18x24 inches;
- Attribution to Kristin Joiner by having "@KristinJoiner" must be printed on all yard signs;
- The short code URL for Licensor's official online shop of bit.ly/kindnessiseverything must be printed on all yard signs;
- High-quality, weather-proof materials must be utilized for all yard signs.

Community Standards:

- The products must be made by an entity that is owned by individuals who are part of Licensee's local community as judged by the address and territory Licensee provides in Licensor's Kindness Is Everything Design Usage Authorization Application.