

License Agreement

This License Agreement (this "Agreement") is made effective as of _____ between HOW 2 Platforms LLC, of 8465 W. Sahara Ave., Las Vegas, Nevada 89117-6759 and _____, of _____, _____, _____.

In the Agreement, the party who is granting the right to use the licensed property will be referred to as "HOW 2 Platforms," and the party who is receiving the right to use the licensed property will be referred to as "Licensee."

The parties agree as follows:

1. GRANT OF LICENSE. HOW 2 Platforms owns Rights to use of the HOW 2 Platform and Solutions including future improvements in the design and data services and any future spin off products. All data generated by the Platforms will be the property of the licensee. Any software created by licensor will be available to the licensee with no charge. Data management is not part of this agreement. (the "Authored Work"). In accordance with this Agreement, HOW 2 Platforms grants Licensee a non-exclusive license to sell a single branded line similar to the HOW 2 Platform and Solutions per U.S. Patent No. 12,227,216 B1. Licensee will receive one of twelve licenses in exchange for 12 monthly payments of \$5000. HOW 2 Platforms retains title and ownership of the Authored Work and derivative works will be assigned to Licensor by Licensee.

2. PAYMENT OF ROYALTY. Licensee will pay to HOW 2 Platforms a royalty which shall be calculated as follows: There will be no royalties of Platforms and Solutions that are purchased directly from HOW 2 Platforms. HOW 2 Platforms will offer for sale the current Platform design or the Phase 2 re-design for \$300 per Platform. For all other Platforms, there will be a \$30 royalty per platform sold. HOW 2 Platforms will offer for sale the current Solutions and the Phase 2 re-designs for \$6 per pint. For all other Solutions, there will be a royalty of \$.50 per pint. The royalty shall be paid quarterly. All pricing above is guaranteed for the life of the contract if the U.S. CPI remains at or below 3.0%. If higher, that amount higher will be used as the basis for a price increase of both Platforms and Solutions.

3. MODIFICATIONS. Unless the prior written approval of HOW 2 Platforms is obtained, Licensee may not modify or change the Authored Work in any manner.

4. DEFAULTS. If Licensee fails to abide by the obligations of this Agreement, including the obligation to make a royalty payment when due, HOW 2 Platforms 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 prior to the end of the time period stated in the previous sentence, and if there are no other defaults during such time period.

5. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to HOW 2 Platforms, whether or not owned or developed by HOW 2 Platforms, which is not generally known other than by HOW 2 Platforms, and which Licensee may obtain through any direct or indirect contact with HOW 2 Platforms. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by HOW 2 Platforms concerning the business, technology and information of HOW 2 Platforms and any third party with which HOW 2 Platforms deals, including, without limitation, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings,

source code and/or object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and customer and client lists. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.

A. "Confidential Information" does not include:

- matters of public knowledge that result from disclosure by HOW 2 Platforms;
- information rightfully received by Licensee from a third party without a duty of confidentiality;
- information independently developed by Licensee;
- information disclosed by operation of law;
- information disclosed by Licensee with the prior written consent of HOW 2 Platforms;
- any other information that both parties agree in writing is not confidential.

6. PROTECTION OF CONFIDENTIAL INFORMATION. Licensee understands and acknowledges that the Confidential Information has been developed or obtained by HOW 2 Platforms by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of HOW 2 Platforms which provides HOW 2 Platforms with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by Licensee of any Confidential Information, Licensee agrees as follows:

A. No Disclosure. Licensee will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of HOW 2 Platforms.

B. No Copying/Modifying. Licensee will not copy or modify any Confidential Information without the prior written consent of HOW 2 Platforms.

C. Unauthorized Use. Licensee shall promptly advise HOW 2 Platforms if Licensee becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

D. Application to Employees. Licensee shall not disclose any Confidential Information to any employees of Licensee, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of HOW 2 Platforms.

7. ARBITRATION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

8. TRANSFER OF RIGHTS. This Agreement shall be binding on any successors of the parties.

9. TERMINATION. This Agreement shall terminate automatically on December 31, 2035.

10. ENTIRE AGREEMENT. This Agreement 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 Nevada.

15. SIGNATORIES. This Agreement shall be signed on behalf of HOW 2 Platforms by Mary Decker, Principal and on behalf of Licensee by _____ and effective as of the date first above written.

Licensor:
HOW 2 Platforms LLC

By:
Mary Decker
Principal

Date:

Licensee:

By:

Date: