



CONDITIONAL USE LICENSE AGREEMENT

By submitting your application to become TC Certified®, you ("*Licensee*") acknowledge you have read, understood, and agree to the terms of this Real Property Solutions, LLC, an Idaho Limited Liability Company, ("*Licensor*") Agreement. Please read this document in its entirety before submitting your online application to become TC Certified®. You understand that remaining TC Certified® is conditioned upon continued adherence to all the terms of this Agreement.

RECITALS

WHEREAS, *Licensor* is in the business of designing, developing, and marketing a lead generation system that connects real estate buyers and sellers to TC Certified® attorneys licensed in the jurisdiction of a property in an arms-length transaction;

WHEREAS, *Licensor* has expended time, effort, and money to obtain and/or develop knowledge in the fields of real estate transactional legal services and relevant associated technology and has successfully established a reputation, demand, and goodwill for such real estate legal services under the unique brands Real Legal Advice® and Timely Contract®, sister brands and websites connecting qualified real estate attorneys with homebuyers and sellers, respectively;

WHEREAS, *Licensee* is a licensed attorney with at least five (5) years of training, knowledge, and experience in real estate and contract law and, upon the terms and conditions set forth in this Agreement, desires to become "TC Certified" and obtain the benefits of this unique business referral system, all in accordance with time-critical standards approved by the *Licensor*; and

WHEREAS, *Licensor* is ready and willing to grant a non-exclusive, non-transferable, conditional use License to the *Licensee* upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. LICENSE

Licensor hereby grants to *Licensee* a non-exclusive, non-transferable, conditional use License to receive Attorney Call Requests. License attributes include:

- A. **Personal**. This License is granted to an individual *Licensee* and thus is personal to the attorney. Until this Agreement is terminated, the *Licensee's* status as solo practitioner or employee of a firm does not affect this License.
- B. **Referral Control**. With Notice to *Licensor*, see paragraph 11 herein, *Licensee* can activate and deactivate Attorney Call Requests and work as many, or as few, leads as *Licensee* wants.
- C. **Right of Termination**. Termination of Agreement is set forth in Section 7, "Termination."

2. STEPS TO BECOME TC CERTIFIED®

- A. **Online Application.** Submission of the online application including: State(s) where licensed to practice law; year(s) licensed; confirmation of five (5) years of experience in each of the following practice areas: Easements and Road Agreements, Deeds including Conditions or Restrictions on Use, Purchase and Sale Agreements, Title Reports and CC&R's, and Shared Utility Agreements; full name used as licensed attorney; and email address. Before submitting the application, *Licensee* affirmatively checks an online box to "acknowledge I have read and agree to terms of the Conditional Use License Agreement." The application will be reviewed and considered for approval. Real Legal Advice reserves the right to refuse approval for any reason.
- B. **Training Videos.** The viewing of twelve (12) training videos (approximately 2 hours viewing time);
- C. **Attorney Display Page Elements.** Submission of the following three (3) elements for the Attorney Display page:
 - 1) Headshot photo cropped to max 200 X 200 pixels no larger than 1MB;
 - 2) Firm name or DBA; and
 - 3) Professional biography between 50 to 75 words.
- D. **Payment Information.** Submission of payment information. The request for payment information comes directly from the payment processor. *Licensor* does not, and will never, have access to *Licensee's* payment information;
- E. **Licensor Deliverables.** Once steps A-D are accomplished, *Licensor* shall email *Licensee*:
 - 1) Timely Contract Operations Manual (TCOM); and
 - 2) Electronic "badge" and QR code for website, business cards, and other advertising.

3. PAYMENT

In consideration of *Licensee's* acceptance of this Agreement, the *Licensee* shall pay *Licensor*:

- A. **Attorney Call Request (ACR) Fee.** An Attorney Call Request Fee of **Fifty U.S. Dollars and Zero Cents (\$50.00)** is payable on-demand to *Licensor* by *Licensee* upon receipt of each Attorney Call Request. No additional remuneration is required or requested from *Licensee*. *Licensor* shall enjoy no revenue from *Licensee's* client billings resulting from a client acquired from an Attorney Call Request. All legal billings, including fees earned from Timely Contract® branded legal solutions, traditional legal services, and third-party referrals accrue to the *Licensee* alone.
- B. **Payment Processor.** *Licensor* shall use an electronic payment processor with on-demand functionality of *Licensor's* choice. *Licensee* will not receive a separate bill or monthly invoice from *Licensor*. *Licensee* should refer to their monthly credit or debit card statement for an accounting of Attorney Call Request Fees.
- C. **Refunds.** Refunds are available for Attorney Call Request Fees. Refunds will be made for Requests that can be proven to be:
 - 1) Not related to the practice of real estate law; or
 - 2) Outside the licensed jurisdiction of the *Licensee*; or
 - 3) Subject to an *unresolvable* conflict of interest identified in the initial Attorney Call.Requests for refunds shall be initiated by *Licensee* by emailing *Licensor* the Attorney Call recording substantiating one of the above occurrences. *Licensor* reserves the right to verify the occurrence with the potential client. Upon approval of refund request, *Licensor* shall issue the refund to *Licensee* within three (3) business days.
- D. **Fee Change.** *Licensor* reserves the right to change the Attorney Call Request Fee at any time with thirty (30) days advance notice to *Licensee*.

4. SERVICES OF LICENSOR

- A. **Attorney Call Request Provisioning.** *Licensor* will maintain orderly business and marketing efforts to supply TC Certified® attorneys with Attorney Call Requests.

- B. **Brand Integrity.** *Licensor* has expended time, effort, and money to obtain and develop knowledge in the fields of real estate transactional legal services combined with relevant associated technology that represent the highest standards for timeliness, integrity, and quality of real estate-related legal services. *Licensor* has operationalized these standards for attorney responsiveness, client communications, and internal workflow operations in an operations manual called the Timely Contract Operations Manual (TCOM). The TCOM is provided to the *Licensee* in an advisory capacity only. *Licensee* may use the policies, procedures, and methodologies described in the manual, but *Licensor* does not require their use by *Licensee*. *Licensee* shall uphold the Timely Contract standards of timeliness, integrity, and quality of real estate-related services with or without the benefit of the TCOM. These provisions are recommended to promote and maintain the integrity of the Timely Contract and Real Legal Advice brands.
- C. **Intellectual Property.** *Licensor* has expended time, effort, and money to establish a reputation, demand, and goodwill for real estate legal services under the unique brands Timely Contract® and Real Legal Advice®. Timely Contract’s Intellectual Property, known together as the “TC Intellectual Property,” includes but is not limited to “Timely Contract®,” “TIER®,” “Title Insurance Exceptions Review®,” “TIER Plus®,” “Real Legal Advice®,” “TC Certified®,” and “The Green Light System®”, which collectively signify the highest standards of timeliness, integrity, and quality of real estate-related legal services. **See paragraph 5.G below for further information.** The TCOM, and the policies, procedures, and methodologies contained therein, are the exclusive confidential business property of the *Licensor* and shall at all times remain the sole property of the *Licensor*. In the event of the termination of this Agreement, the *Licensee* shall immediately terminate all use of the TCOM, any policy, procedure, or methodology contained therein, and any use of the TC Intellectual Property. As part of its daily operations, the *Licensee* agrees not to copy, duplicate, or distribute all or any part of the TCOM to third parties and to limit its access in *Licensee*’s firm to supervisory personnel.
- D. **Territory Management.** Creation, assignment, and management of territory(s) is the exclusive responsibility and prerogative of *Licensor*. *Licensor* reserves the right to create, assign, manage, and change the assigned territory(s) of *Licensee* within their state(s) of legal licensure to pursue business objectives of the Real Legal Advice brand. *Licensor* shall notify *Licensee* by email of any changes to territorial assignment thirty (30) days prior to a change of territory. It is the duty of *Licensee* to inform *Licensor* of problems with assigned territory, including change of jurisdiction by *Licensee*.
- E. **Electronic Systems.** *Licensor* shall take reasonable steps to ensure that their electronic systems for fund transfers, client document transfers, emails, and other electronic services are in good and secure working order. However, *Licensor* is not responsible for costs incurred by the *Licensee* due to the failure of information and communication systems that the *Licensor* or others supply. In the event of a partial or total failure of *Licensor*’s electronic communications systems, *Licensee* agrees to hold *Licensor* harmless from any costs, claims, or damages (including, without limitation, damage for loss of business or loss of profits) to *Licensee*’s business operations that may occur directly or indirectly due to a failure.

5. DUTIES OF LICENSEE

- A. **Independence.** *Licensee* is an independent practicing attorney responsible for maintaining the legal and ethical standards of the jurisdictions in which they practice. *Licensor*’s programs, procedures, and standards do not control *Licensee*’s manner or method of processing Attorney Call Requests or the provisioning of legal services by the *Licensee*.
- B. **Timely Provisioning of Outreach and Legal Deliverable.**

- 1) **Attorney Call.** In response to Attorney Call Requests, *Licensee* shall reach out to potential clients in two (2) business days. The day after receipt of the request is counted as the first day. If a request is received on Monday, the TC Certified attorney shall reach out to the potential client by end-of-day Wednesday. During this call, *Licensee* shall gain an understanding of the potential client’s legal concern and make a determination regarding an appropriate course of action. In all cases, whether Timely Contract solutions or traditional legal services are recommended, the ability to address the client’s legal concern and deliver a timely work product before close of escrow needs to be discussed with the potential client.
- 2) **Legal Deliverable.** It’s the duty of the TC Certified attorney to recommend the legal solution best suited to the client’s legal need, whether that solution is one of the four Timely Contract limited-scope solutions or a traditional solution required by law or custom. Whatever the recommended solution, the TC Certified attorney must discuss with the potential client the timing of the legal deliverable and whether it can be accomplished within contract deadlines. If a Timely Contract legal solution is recommended, attorney shall adhere to the following time frames for delivery:

TC Review	Delivered within 4 business days.
TC Drafting	Delivered within 10 business days.
TIER®	Delivered within 4 business days.
TIER Plus®	Delivered within 10 business days.

The following electronic services are highly recommended to aid *Licensee* in providing Timely Contract legal deliverables in a timely manner:

- Online payment processor**
- E-sign capability**
- Phone call recordation**

Licensee is solely responsible for their work product and their processes and procedures, in accordance with the laws of the *Licensee’s* jurisdiction and in conformity with Timely Contract timeliness standards.

- C. **Devotion of Time.** The *Licensee* shall devote sufficient effort, and such time as shall be reasonable and necessary to professionally and competently complete the legal work required by the client’s engagement to meet or exceed the time-critical standards set by *Licensor’s* TCOM, and professional standards of *Licensee’s* practicing jurisdiction.
- D. **Management of License.** *Licensee* has the sole responsibility to avail themselves of training offered by *Licensor* to become competent in the Timely Contract solutions and, from time-to-time, to develop higher levels of skills in the practice of real estate law in general.
- E. **Minimum Operating Standards.** *Licensee* shall establish and enforce minimum operating standards related to work performed to maintain brand consistency regarding the four Timely Contract branded legal solutions, in accordance with the time-critical standards in the TCOM as it then currently exists.
- F. **Hold Harmless.** Since *Licensee* is an independent licensed legal practitioner, *Licensor* is not responsible or liable for any act, error, omission, contract, debt, or any other obligation, claim, or judgment against *Licensee*. *Licensee* therefore agrees that if *Licensor* is included in any claim, demand, penalty, or becomes a party to any suit or other judicial, court, or administrative proceeding by reason of any claim, act, error, or omission by *Licensee*, its employees or agents, or by reason of any act occurring on the *Licensee’s* business premises, or by reason of omission with respect to the business operations of its business, including use of

Licensor's TCOM, *Licensee* shall defend *Licensor* and shall also indemnify and hold *Licensor* harmless against all judgments, settlements, penalties, and expenses, including attorneys' fees, court costs, and other expenses of litigation or administrative proceedings, incurred by, or imposed on *Licensor* in any litigation or administrative proceeding. *Licensee's* duty to defend *Licensor* and the extent of such defense under this paragraph shall be at the sole option of *Licensor*.

- G. Protection of TC Intellectual Property.** Timely Contract intellectual property, referred to as TC Intellectual Property, includes, but is not limited to, "Timely Contract®," "TIER®," "Title Insurance Exceptions Review®," "TIER Plus®," "Real Legal Advice®," "TC Certified®," and "The Green Light System®." *Licensee* is hereby granted permission to use TC Intellectual Property in advertisements, communications, and other business-related public displays and uses as long as the "circle R" mark designation appears as shown in the list above.

Licensee agrees that the marks and or copyrights found in the TCOM or on the TimelyContract.com or RealLegalAdvice.com websites for any commercial purpose not expressly allowed by an agreement with Real Property Solutions, LLC will result in liability damages payable to Real Property Solutions, LLC in an amount to be determined by a court of law due to such commercial purpose being considered invasive or destructive of Real Property Solutions, LLC's brand, solutions, marks, and copyrights in those materials.

- H. Electronic Information and Communications Security.** Computers and related systems are vulnerable in varying degrees to all manner of malware, ransomware, viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, date-related problems, and attacks by hackers and other unauthorized intruders ("E-Problems"). It is *Licensee's* responsibility to protect *Licensee* from E-Problems. *Licensee* should also take reasonable steps to verify that *Licensee's* suppliers, lenders, landlords, and governmental agencies on which *Licensee* relies have reasonable protection from E-Problems. This includes taking practical steps to secure its systems (including firewalls, password protection, and antivirus systems) and data backup systems.

- I. Non-Competition and Confidentiality of Information.** For the time this Agreement is in effect, *Licensee* agrees as follows:

- 1) ***Non-Competition.*** During the effective time of this Agreement, and for a period of two (2) years following termination, *Licensee* shall not, without the prior written consent of *Licensor*, directly or indirectly engage in, or acquire any financial interest in any business which attempts to provide a similar real estate legal solution (see paragraph 5.B) as provided by *Licensor*. This includes, but is not limited to, acting as a co-owner, shareholder (other than publicly traded corporations), director, officer, advisor, consultant, independent contractor, employee, or agent of a business competing with *Licensor*. Also, *Licensee* shall not solicit or divert any clients or employees of the *Licensor* to any other entity, whether or not that entity is directly or indirectly controlled by *Licensee*. These two restrictions apply both inside and outside the *Licensee's* geographic territory. *Licensee* further agrees that he or she shall not (i) not retain after termination, or transmit to third parties during the term of this Agreement or for two (2) years after termination any information acquired or developed concerning this Agreement, the TCOM, the *Licensor*, its TC Intellectual Property, or any aspects of its operations; and (ii) shall not do any act prejudicial or injurious to the business or goodwill of the *Licensor* or any of its other existing licensees.
- 2) ***Confidentiality.*** *Licensee* acknowledges that all information regarding the *Licensor's* business, its TC Intellectual Property, and its operations are exclusively owned by *Licensor* and are highly confidential. To protect the economic interests of all other licensees and to preserve the *Licensor's* good will and market share, *Licensee* agrees to maintain in strict confidence all such

confidential information and to use it only in the conduct of *Licensee's* legal practice under this Agreement.

- J. **Duty to Notify.** *Licensee* agrees to notify *Licensor* of changes in status of *Licensee's* license, contact information, employment, or payment information within thirty (30) days of any change.

6. RELATIONSHIP OF THE PARTIES

Licensor does not provide legal services, nor does it exert any control or direction of the day-to-day decisions or activities of the *Licensee*. Accordingly, in all matters pertaining to the performance of licensed activities, *Licensee* is, and shall at all times considered to be, an independently owned and operated business entity separate and apart from *Licensor*. No employee of *Licensee* shall be deemed to be an employee of *Licensor*. Nothing contained in this Agreement shall be construed in any way to create an independent contractor relationship, partnership, joint venture, or agency; and neither party to this Agreement shall be liable for the debts or obligations of the other party to third parties, except as stated in Section 5.G. hereof.

7. TERMINATION

Either party may terminate this Agreement. This Agreement shall be terminated by written notice given to the other party by a method shown in Section 11 hereof and delivered to the non-terminating party's then presently ascertainable address to which mail can be delivered. The written notice shall state the reason for termination and shall provide a reasonable time for the non-terminating party to cure or remedy any breach or default given as the reason for termination. If the breach or default is rectified within the stated period of time, then the notice shall be void except as stated in Section 7.C. Reasons for termination of this Agreement include, but are not limited to, the following:

- A. **Failure to meet Time-Critical Standards.** If the reason for termination is repeated failure of *Licensee* to perform *Licensor's* time-based standards, see 5.B., *Licensee* shall have ten (10) days from receipt of written notice to cure or remedy the breach or default to the satisfaction of the *Licensor*.
- B. **Failure to Perform.** If the reason for termination is repeated failure to perform in accordance with any one or more combination of the terms and conditions of this Agreement, the *Licensee* shall have ten (10) days from receipt of written notice to cure or remedy the breach or default to the satisfaction of the *Licensor*.
- C. **Nonpayment.** If the reason for termination is repeated failure to make payments that are due *Licensor* for Attorney Call Fees due under this Agreement, the *Licensee* shall have ten (10) days from receipt of written Notice to cure or remedy the breach or default to the satisfaction of the *Licensor*.
- D. **Repeated Failure to Perform.** The words "repeated failure to perform" found in Sections 7.A, 7.B, or 7.C above shall be defined as three (3) or more documented failures to perform.
- E. **Bankruptcy, Reorganization, Assignment.** If the reason for terminating this Agreement is the actual or threatened assignment of *Licensee* business assets for the benefit of creditors, adjudication due to bankruptcy, or an initiated procedure for reorganization, recomposition, or rearrangement of the *Licensee's* affairs, or a personal bankruptcy of the *Licensee*, the *Licensee* may have up to thirty (30) days from the receipt of written Notice to remedy the default to the satisfaction of *Licensor*. Termination of the Agreement for the reason of the *Licensee's* bankruptcy under certain chapters of the Federal Bankruptcy Law may be unenforceable.
- F. **Discontinued Business.** If the reason for termination is that *Licensee* ceases to do business for a period of five (5) or more days, other than for scheduled deactivation periods duly noticed to *Licensor*, *Licensee* shall have ten (10) days from receipt of written Notice to cure or remedy the breach or default to the satisfaction of the *Licensor*.
- G. **Other Justification for Termination Including but Not Limited to:**

- 1) *Licensee's* failure to comply with laws, rules, or regulations of all federal, state, and local governments applicable to the operation of the *Licensee's* law license specifically, or the practice of law generally; or
- 2) Change in *Licensee's* areas of practice, retirement, or disablement affecting their ability to take and fulfill referrals from *Licensor*; or
- 3) *Licensee's* operation in any similar business using any of the TC Intellectual Property without prior written permission of the *Licensor*; or
- 4) Either party's failure of, or unilateral withdrawal from, arbitration, see Section 13.B.; or
- 5) Either party's change in business strategy.

8. INDEPENDENCE OF COVENANTS, OBLIGATIONS, AND RESTRICTIONS

The covenants, obligations, and restrictions contained in this Agreement shall be construed as independent of any other provision of this Agreement, and the existence of any claim by or cause of action of one party against the other, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by either party of another covenant, obligation, or restriction found herein against the other party. The recitals stated above are incorporated into this Agreement as if fully stated herein.

9. REMEDIES FOR BREACH

Licensee and *Licensor* acknowledge that the strict performance of all terms in this Agreement are necessary not only for the protection of the parties hereto, but also for the protection of other licensees. As a result, the parties hereto acknowledge, affirm, and agree that strict performance by each of them of the covenants and conditions contained in this Agreement is a condition precedent to the ongoing continuance of this Agreement. Any breach of a covenant or failure to perform any condition by one party, whether by willful omission or commission, shall be considered a substantial breach of this Agreement and shall entitle the non-breaching party to exercise any remedies provided for in this Agreement both at law and in equity.

10. INTEGRATION OF AGREEMENT

This Agreement supersedes all prior negotiations, understandings, representations, or agreements on the subject matter of this Agreement, if any. *Licensee* acknowledges that entering into this Agreement is the result of *Licensee's* independent decision and not because of any representation by *Licensor*, its agents, officers, or employees. This Agreement may not be amended orally but may only be amended or modified by a writing to *Licensee* from *Licensor* giving thirty (30) days Notice of any change. Said Notice will include a statement as to which provisions have been changed with a copy of the edited Agreement attached for *Licensee's* records.

11. NOTICES

Any notice to *Licensor* shall be sent by email to ContactUs@timelycontract.com with delivery receipt. Any notice to *Licensee* shall be sent by email to *Licensee's* last known email address with delivery receipt. Either party may designate another email address for Notice at any time by email notice to the other pursuant to methods found in this paragraph. Service of any notice or demand by email shall be deemed complete and shall be effective from the time the email is sent.

12. WAIVER AND DELAY

No waiver or delay in enforcement of the breach of any term, covenant, or condition of this Agreement shall be construed as a waiver of any preceding or subsequent breach or delay in enforcement of the same, or any other term, covenant, or condition of this Agreement. Without limitation of the foregoing, the acceptance of any payment paid by *Licensee* in a lesser amount than required by this

Agreement shall not be construed as a waiver of any breach of any term, covenant, or condition of this Agreement.

13. DISPUTE RESOLUTION

A. **Good Faith Negotiations Followed by Arbitration.** The *Parties* agree to attempt in good faith to resolve through negotiation any dispute, claim, or controversy arising out of or relating to this Agreement.

- 1) **Email Notice.** Either party may initiate dispute settlement negotiations by providing notice to the other party pursuant to Section 11, setting forth the subject of the dispute and the relief requested. The recipient of such notice must respond in writing no later than ten (10) business days with a statement of its position on and recommended solution to the dispute.
- 2) **Meeting.** If the dispute set forth in the initial notice is not resolved by this exchange of correspondence, the party with the dispute may request a meeting. Representatives of each party with full settlement authority will meet at a mutually agreeable time and place, or by telephone conference, or by Zoom or similar platform. Unless otherwise agreed upon by both *Parties*, this meeting must take place on or before thirty (30) days of the date that the written response from the responding party is received. The purpose of this meeting is to exchange relevant information and perspectives, and to continue the joint effort to resolve the dispute.
- 3) **The Expense of Negotiations.** Each party is responsible for their own costs associated with this process.
- 4) **Unresolved Disputes.** If the dispute is still not resolved by these negotiations within thirty (30) days, either party may elect to submit the matter to binding arbitration as prescribed in the following Paragraph 13.B.

B. **Arbitration.** Arbitration shall be conducted in accordance with the expedited rules and regulations then in effect as set forth under Judicial Arbitration and Mediation Services (“JAMS”), or any other nationally recognized rules recommended by the arbitrator and agreed to by the *Parties*. The arbitration shall be heard by one (1) arbitrator. Except as to a breach for non-payment of sums due under this Agreement, or for injunctive or other extraordinary relief, the provisions relating to arbitration shall be applied to any alleged breach of this Agreement. The arbitrator shall have no right to include or decide on issues not directly involved in the specific dispute presented for arbitration. Any court of competent jurisdiction may serve as the “gatekeeper” as to the scope and applicability of the arbitration process. Except as otherwise required under applicable law, the parties agree that neither of them will assert class action or representative action claims against the other, whether in arbitration or otherwise, which actions are hereby waived; and each of the parties shall only submit their own, individual claims in arbitration and will not seek to represent the interests of any other person or entity. The arbitration shall be open to both *Parties*, subject to the rules of the arbitrator.

- 1) **Request for Arbitration.** A request for arbitration of a dispute must first be preceded by the process of good faith negotiations as outlined in Paragraph 13.A. If the dispute is unresolved, either party may then request arbitration. This request must be made in writing within thirty (30) days following the conclusion of the good faith negotiations.
- 2) **Selection of Arbitrator.** The single arbitrator will be selected pursuant to the protocols established and maintained by JAMS, or by a method agreed upon by the parties in writing.
- 3) **Timing of Arbitration.** Time is of the essence in these proceedings and a decision of the arbitrator shall in all events be rendered within ninety (90) days after the initial notice of arbitration. Additional time for the decision may be granted by mutual written consent of *Licensor* and *Licensee*, or upon request of the arbitrator, but in no case longer than ninety (90) days after the last day of the initial ninety (90) days. If the arbitrator’s decision is not rendered within the time set forth in this paragraph, the arbitration may be terminated by either party

and either party may then proceed to terminate this Agreement effective ten (10) days after giving written notice pursuant to Section 11.

- 4) **The Arbitrator's Decision.** The decision of the arbitrator shall be legally binding on all parties without confirmation by a court.
- 5) **The Expense of Arbitration.** The actual expense of the arbitrator's time shall be borne equally by *Licensor* and *Licensee*. Each party is responsible for their own arbitration expenses, such as the cost of preparing for the meeting, researching information, preparing reports or correspondence, travel, lodging, legal consultation, etc.
- 6) **The Location of Arbitration.** The location of any arbitration proceeding shall be held in Kootenai County, Idaho; or by telephone or Zoom-style conferencing at the discretion of the Arbitrator.

14. CONSTRUCTION OF PROVISIONS, TITLES, AND ELECTRONIC SIGNATURES

- A. This Agreement is to be construed according to the laws of the State of Idaho and venue shall be set in Kootenai County, Idaho for any court action or proceeding.
- B. The titles and subtitles of the various articles and paragraphs are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement.
- C. The language in all parts of this Agreement shall be construed using its ordinary meaning(s). *Licensor* shall not be penalized for drafting this Agreement when it is constructed or interpreted for dispute resolution.
- D. The parties agree that if any provision of this Agreement is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, all of which shall remain in full force and effect; and it is the intention of the Parties that if any portion of this Agreement is capable of two constructions, one of which would render the provision void and one which would render it valid, then the provision shall have the construction which renders it valid.
- E. The Parties agree that this Agreement may be signed in any number of original copies, and all shall be considered an original Agreement. The Parties further agree that this Agreement may be signed and transmitted via electronic or facsimile transmission with the original signed Agreement to reside with *Licensor*. The *Licensee* shall be provided an original copy of the signed Agreement upon request to *Licensor*.

15. ATTORNEY FEES

Other than as provided in Paragraph 13.B.5. above, the prevailing party in an action to enforce any of the terms of this Agreement shall be entitled to recover his, her, or its court costs from the nonprevailing party, including reasonable attorney's and paralegal fees and costs incurred in bringing or defending an action through trial and appeal.

16. LICENSEE ACKNOWLEDGEMENTS:

- A. *Licensee* hereby acknowledges that *Licensee* has conducted an independent evaluation of this Agreement and recognizes the business venture contemplated by this Agreement involves risks and that there can be no guarantee of success in the operation of this Agreement because such success relies on the business, professional ability, and aptitude of the *Licensee* as an independent real estate legal professional. *Licensor* expressly disclaims the making of, and *Licensee* acknowledges that *Licensee* has not received, any promises, representations, warranties, guarantee expressed or implied, or assurances as to the potential number of client referrals, engagements, income, or success of the venture contemplated by this Agreement; nor any that are inconsistent with the terms of this Agreement.

- B. The *Licensors* retains the right to establish and periodically modify Timely Contract standards which *Licensee* has agreed to maintain. The *Licensee* retains the right and sole responsibility for the day-to-day management and operation of his or her own law firm and its business activities.
- C. *Licensee* acknowledges he or she has at least five (5) years of experience in the following areas of real estate law:
- Easements and Road Agreements;
 - Deeds including Conditions or Restrictions on Use;
 - Purchase and Sale Agreements;
 - Title Reports and CC&R's; and
 - Shared Utility Agreements.

Parties hereby agree to and accept the terms of this Agreement subject to *Licensors's* satisfaction that the following conditions have all been met:

- 1) Receipt of online application;
- 2) Receipt of head shot, firm name, and professional biography;
- 3) Viewing of twelve (12) Timely Contract training videos;
- 4) Receipt of payment information;
- 5) Proof of license to practice law.

END OF AGREEMENT