

License Agreement for AI.Law Chat Software

This agreement governs the relationship between www.ai.law Corp. ("Licensor") and The Center for Arkansas Legal Services ("Licensee") for certain AI-powered chat software offered by Licensor for use on Licensee's websites.

License Grant

Under this Agreement, Licensor gives Licensee the right to use, set up, and show certain software on the Licensee's chosen websites such as the Courthouse Kiosk. The Licensee may only use the software on their websites as allowed by this Agreement. Licensor reserves all rights not expressly given to the Licensee, and this grant does not include any other rights such as the right to access the software source code or to use the software's underlying algorithms for any purpose other than as specifically intended by the Licensor.

Functionality and Restrictions

The Licensor will implement an AI-powered Chat Software which will use the Licensee's website information to answer questions from the public, and provide links to the Licensor's web pages where it found the information. If a question is asked that is not on the Licensor's webpages, then the Chat Software will respond with a message that the requested information is not available.

The software will be placed on various Licensee's websites, including the Courthouse Kiosk, within an iframe — a kind of digital frame that allows it to be part of the site – without login credentials. The Licensor's branding, marked as "Powered by ai.law", will be visible in a small size within this iframe. The software will also make clear where its information comes from, ensuring users know the source, which promotes transparency and trust. Additionally, Licensee will allow Licensor to advertise that its product powers the chat software.

Every conversation had through this software will be in simple, easy-to-understand language. The AI will be instructed to follow the relevant drafting language indicated by The Center for Plain Language guidelines.

Fees and Payment Terms

Licensee will pay the Licensor an annual fee of \$2,000, initially due within 30 days of the software's initial deployment by Licensor. This fee is for the upcoming year and will keep the Licensee's right to use the software active. Unless the Licensee tells the Licensor at least 30 days before that it does not want to continue, this Agreement will automatically renew each year.

With each renewal of this Agreement, the annual fee will increase by 5%. Any late payments (after Net 30), including for overages, by the Licensee may incur ten percent annual interest, and Licensor has the right to suspend the Licensee's access to the software if fees are not paid when due.

If the Licensee's user utilize the Chat for more than 2,200 interactions in any month, they will pay an extra fee for each additional interaction equal to \$.03 per additional response, limited as indicated below. The listed fees do not include any taxes or government charges, which the Licensee must also pay if applicable.

Usage Limits and Overages

The Licensee acknowledges a monthly cap of 2,200 substantial interactions with the Chat, with "substantial" defined as any Chat-generated response exceeding 100 characters in response to a user's query. Short responses, up to 100 characters, will not count towards this monthly limit. If the Licensee's use of the Chat surpasses the agreed cap within a month, an overage fee will be charged for each additional substantial interaction.

The Licensee has the option to set a self-imposed limit on these overage fees to control additional expenses. Once the self-imposed limit is reached, the Chat indicate it is not available at that time. The Licensor will provide the Licensee with monthly reports on Chat usage to monitor and manage their interaction volume.

Support and Maintenance

The Licensor commits to providing the Licensee with necessary support, advice, and guidance on how to effectively use the Chat software at no additional cost. This includes addressing technical issues, correcting any errors, and updating the software as needed to ensure its smooth operation. The Licensee can access this support during regular business hours via email or phone. Beyond this, the Licensor has the responsibility to routinely maintain the Chat, including updates to the content from the Licensee's website when notified by Licensee that information has changed on its website, ensuring the Chat always dispenses current and accurate information. If the Licensee requires services that fall outside the scope of regular support and maintenance, such services will be provided for an agreed-upon fee. The Licensee must request these extra services in writing, and both parties must agree on the services and fees before any additional work begins.

Intellectual Property Rights

Licensee remains the exclusive owner of all intellectual property contained on its websites, as well as the AI output of the software that is based on its website content. www.ai.law Corp. remains the exclusive owner of all intellectual property in the Chat software, including any related patents, copyrights, trademarks, trade secrets, and proprietary information. The Licensee recognizes that by using the software, they do not acquire any ownership rights. The Licensee is provided a limited right to use the Chat software in line with this Agreement, which does not extend to copying, modifying, reverse engineering, distributing, selling, leasing, sublicensing, or creating derivative works from the software. The Licensee also has no claim to any trademarks or logos of the Licensor. All intellectual property rights not explicitly granted to the Licensee through this Agreement are reserved by the Licensor. Licensee agrees to respect the Licensor's intellectual property rights and to use the software only in a manner that does not infringe upon these rights. Any unauthorized use of the

software or violation of the Licensor's intellectual property rights may result in the termination of this Agreement and potential legal action.

Warranties and Disclaimers

The Licensor assures the Licensee that it has the full right and authority to offer this license and that the software will function substantially as described in this Agreement, adhering to all relevant laws and regulations. However, beyond these promises, the software is provided without any further warranties. The Licensor explicitly disclaims any implied warranties, such as those of merchantability or fitness for a particular purpose. The Licensor does not guarantee that the software will meet all the Licensee's needs or that its operation will be uninterrupted or error-free. Choosing and using the software to achieve desired results is the Licensee's responsibility, including the risk of the software not performing as expected.

Liability Limitations

AI is not perfect, although we strive to ensure every one of its responses is completely accurate. The Licensor will not be held liable for any indirect, special, consequential, or incidental losses or damage that might arise from using or being unable to use the software. This includes, but is not limited to, lost profits, revenue, or data, and interruptions to business. Even if the Licensor has been warned about the possibility of such damage, their total liability will not exceed the amount the Licensee paid for the software, specifically \$2,000. This limitation will apply even if any limited remedy specified in this Agreement fails its essential purpose. The Licensee understands and agrees that this limitation is a fundamental element of the basis of the bargain between the parties.

Termination

This Agreement will automatically renew each year unless one party notifies the other in writing of its decision not to renew at least 30 days before the end of the current term. If this Agreement is terminated or not renewed, the Licensee must immediately stop using the software and, depending on the Licensor's direction, return or destroy all copies of the software in their possession. Termination will not affect any rights or duties that have accumulated up to the point of termination or nonrenewal, such as the obligation to pay fees due. Certain provisions of this Agreement, which by their nature should continue to be effective even after termination or nonrenewal, will remain in force. This includes, but is not limited to, obligations regarding payment, intellectual property rights, liability limitations, and any other provisions that are intended to survive termination.

Integration Clause

This Agreement is the definitive and complete understanding between the parties on the matters contained herein and cancels all previous understandings, agreements, negotiations, and discussions, whether oral or written. Any changes or additions to this Agreement must be in writing and have the signature of authorized representatives from

both parties to be valid. This clause confirms that any terms not included within this written Agreement are not considered part of the Agreement between the parties.

Governing Law and Dispute Resolution

The laws of the State of Ohio will govern this Agreement, disregarding any conflict of laws principles that might require the application of the laws of another jurisdiction. Should any disputes arise concerning this Agreement, including but not limited to its validity, interpretation, or termination, such disputes shall be resolved exclusively through arbitration in Columbus, Ohio, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration award may be enforced in any court with proper authority. However, either party may seek immediate court intervention to obtain injunctive relief when necessary to prevent irreparable harm, pending the outcome of arbitration.

Notice Provision

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

To the Licensor:

www.ai.law Corp.

485 Metro Place South, Suite 300

Dublin, OH 43017

Attn: Legal Department

To the Licensee:

The Center for Arkansas Legal Services

[Street Address]

[City, State, ZIP Code]

Attn: Executive Director

Either party may change the address to which notice or other communications are to be sent to them by giving the other party notice in the manner set forth above

Signature Block

Both parties confirm their agreement to the terms outlined herein by signing this Software Licensing Agreement as of the date specified at the beginning of this document.

FOR WWW.AI.LAW CORP.:

Name: Troy Doucet
Title: President
Date:

FOR THE CENTER FOR ARKANSAS LEGAL SERVICES:

[Signature]
Name:
Title:
Date: