



**COLLEGIATE FUNDING SOLUTIONS, INC.  
LICENSING AGREEMENT FOR PROSPECTING SYSTEM**

This LICENSING AGREEMENT (this “**Agreement**”) is made effective as of this \_\_\_\_ day of \_\_\_\_, 200\_\_ (“**Effective Date**”), by and between **COLLEGIATE FUNDING SOLUTIONS, INC.**, a North Carolina corporation (“**CFS**”) and \_\_\_\_\_, a \_\_\_\_\_ (“**Licensee**”).

WHEREAS, CFS has a proprietary prospecting system for use in the field of collegiate financial planning; and

WHEREAS, Licensee is a financial planning service provider and desires to use the CFS prospecting system for the purpose of attracting prospective clients into their business; and

WHEREAS, CFS desires to grant such rights in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, In consideration of their performance of the mutual covenants contained herein, the parties hereto agree as follows:

**1. Definitions.** For the purposes of this Agreement, the following terms shall have the meanings defined below:

**1.1 “Prospecting Site”** means the website, created by CFS for the Licensee for the purpose of generating prospects for Licensee’s business

**1.2 “Client”** means clients and prospective clients of Licensee’s financial planning services.

**2 Grant of License**

Subject to payment of the License Fee described in Paragraph 4.1 below, CFS hereby grants to Licensee a nonexclusive, nontransferable right to access and permit its Clients to access the Prospecting Site solely for the internal business purposes of Licensee. Upon payment of the initial License Fee, Licensee will be issued a unique URL for the Prospecting Site, which may be used solely for the Prospecting Site by Licensee and its Clients as set forth herein. Licensee shall have the right to register a domain name for association with the unique URL and Prospecting Site. Licensee shall retain ownership of such domain name; provided, however, that the unique URL may be revoked by CFS at any time and without notice upon a breach of this Agreement or at such time as this Agreement is terminated by either party. This license is granted only to Licensee and may not be used, transferred, assigned, rented, leased, sold or otherwise disposed of to anyone else. CFS reserves all rights not expressly granted under this Agreement.

**3 Services**

3.1 Exhibit A lists the materials and services that CFS will provide to the Licensee as part of the prospecting system and in connection with Licensee’s use of the Prospecting Site and license granted herein. If there is any conflict between the provisions of this Agreement and **Exhibit A** with respect to the Services to be performed by CFS, the provisions of Exhibit A shall control.

3.2 Additional Services or Features. As may be set forth below in the Section entitled Payment and Account Setup Information and subject to the payment of the applicable fee, CFS will provide to Licensee the additional services or features as described therein (“Additional Services”). Licensee or its Authorized Users shall access and use such information only for its own purposes and in accordance with this Agreement.

**4 Fee.**

4.1 License Fee. In consideration of the license grant set forth in Paragraph 2 and the Services provided under Paragraph 3, Licensee shall pay CFS the following fee: The initial twelve (12) month licensing fee is \$600, which shall be due on execution of this Agreement. Thereafter, Licensee shall make once-yearly payment of the prevailing twelve-month licensing fee, to be paid every twelve months on the anniversary date of this Agreement, unless Licensee timely notifies CFS of its intent not to renew this Agreement in accordance with Section 5.

4.2 Additional Fees. If Licensee has opted to include any of the Additional Services, Licensee agrees to make the payment for such Additional Services as set forth below. Such option for the Additional Services will be renewed for each twelve month period unless this Agreement is terminated as provided herein or unless Licensee timely notifies CFS of its intent not to renew such Additional Service at least [thirty (30)] days prior to the end of the then current term.

4.3 Payment Authorization. Licensee's acceptance of these Terms constitutes its authorization for CFS to automatically charge the credit/debit card provided by Licensee, and to continue charging the credit/debit card at the agreed-upon intervals during the term of the license.

## 5. Term

This Agreement shall commence on the Effective Date and shall continue for an initial twelve-month term (the "Initial Term") unless earlier terminated as set forth in Paragraph 6 below. Upon expiration of the Initial Term, this Agreement shall automatically renew for subsequent one-year terms (each a "Renewal Term") unless either party provides prior written notice to the other party of its intent not to renew this Agreement at least thirty (30) days prior to the end of the then-current term.

## 6. Termination of Agreement

6.1 Either party may terminate this Agreement at any time and for any reason upon 30 days prior written notice. In addition, either party may terminate this Agreement upon fifteen (15) days notice for a breach of this Agreement, provided that the breaching party has not corrected the breach within the notice period.

6.2 CFS shall have no obligation to return any License Fees or Additional Service Fees if this Agreement is terminated: (i) by Licensee (other than due to a material breach by CFS), or (ii) by CFS upon a material breach of this Agreement by Licensee. If CFS terminates this Agreement (other than due to material breach by Licensee) or if Licensee terminates the Agreement upon a material breach of this Agreement by CFS, then upon the request of Licensee, CFS shall refund to Licensee a prorata amount of the License Fee and any Additional Service Fee based on the amount of the License Fee and Additional Service Fee paid by Licensee for the current twelve month term multiplied by the amount of time remaining in such term.

6.3 If Licensee fails to provide timely notice to CFS of its intent not to renew this Agreement pursuant to Section 5 and within sixty (60) days of the commencement of the renewal term notifies CFS in writing that it does not wish to renew this Agreement, CFS may permit Licensee to terminate this Agreement as of the end of the month in which such notice to given to CFS. In such event, Licensee shall be obligated to pay to CFS the prorated License Fee and any applicable Additional Service Fees for the months of the term up to the date of such termination plus a \$75 cancellation fee, and CFS shall refund the remainder of the paid License Fee and applicable Additional Service Fee, if any, for the term.

6.4 Upon termination of this Agreement as provided above, the parties shall be released from further performance under this Agreement. All continuing rights and obligations, including but not limited to those set forth in Paragraphs 7 through 15 shall survive termination or expiration of this Agreement.

## 7. Right to Data

Each party acknowledges that Licensee shall retain all rights, title and interest in and to all data or information supplied to Licensee by its Clients via the Prospecting Site. Licensee shall maintain all appropriate controls regarding the protection of its prospects' information supplied to Licensee through the Prospecting Site and shall not use such information for any purpose other than as permitted under applicable law and as described in the Privacy Policy posted on the Licensee's Prospecting Site.

## 8. Confidentiality

Licensee agrees to hold CFS' Confidential Information in strict confidence, and not disclose it to any third party or to use it for any purpose, other than as set forth in this Agreement. The term "**Confidential Information**" means: (a) the terms and conditions of this Agreement and (b) all software, technical data, trade secrets, plans for products or services, processes and designs, business model, marketing techniques, financial and statistical data, sales and customer or client information, techniques, strategies, tactics, written or oral presentations, data, know-how and business plans pertaining to any matters discussed during Licensee's contact with CFS. All such information shall be considered proprietary and confidential. The information shall not include material, which Licensee can by reasonable proof:

(1) Show that such Confidential Information, in its disclosed combination(s), is in the public domain

- through no fault of the Party.
- (2) Show such Confidential Information is contained in a written record in Licensee's files prior to the date of its receipt from CFS.
  - (3) Show that Licensee had at any time lawfully obtained said Information from a third party under circumstances permitting its disclosure and use.

Licensee agrees to apply reasonable and customary business practices to protect and secure all Confidential Information from unauthorized release and to limit access and usage of such Confidential Information to the employees, officers, agents and representatives necessary to provide the services described in this Agreement. The parties further agree that the obligations contained in this paragraph shall survive the termination of this Agreement. Upon the expiration or termination of the Agreement or upon the earlier request of CFS, Licensee shall, at its own expense, either promptly return to CFS all originals and copies of the writings in its possession which contain Confidential Information or by written notice, executed by Licensee, or certify that such writings have been destroyed.

Notwithstanding the foregoing, if Licensee becomes legally compelled to disclose any Confidential Information, Licensee will provide CFS with prompt written notice so that CFS may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event such protective order or other remedy is not obtained, or CFS waives compliance with the provisions of this Agreement, Licensee will furnish only that Confidential Information which is legally required and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

## 9 Ownership

- 9.1 CFS Materials. The Prospecting Site (other than Client information and Licensee provided content) and the Confidential Information shall remain the exclusive property of CFS. Licensee agrees that other than the limited license granted herein, CFS owns all right, title and interest in and to the Prospecting Site and the Confidential including all intellectual and/or proprietary property rights therein. Licensee acknowledges and agrees that all right, title and interest in and to the newsletters which may be included as an Additional Service, including all content, remain exclusively with CFS or its third party licensors, as may be applicable. Licensee agrees that Confidential Information and other materials and data, including the newsletters, if applicable, disclosed or provided hereunder is being received subject to CFS' ownership rights in such Confidential Information and, further, subject to all relevant intellectual and/or proprietary property rights of CFS, including the relevant laws governing patents, trademarks, copyrights, semiconductor chip protection, trade secrets and unfair competition.
- 9.2 Licensee Materials. Licensee hereby grants CFS a nonexclusive license to use, display, modify and distribute the logos and other materials of Licensee specified in Exhibit A for the purpose of providing the services set forth under this Agreement.

## 10. Limitation of Warranty

Except as otherwise expressly provided in this Agreement, CFS makes no representations or warranties of any kind, express or implied, with respect to the products or services to be provided under this Agreement, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, noninfringement or any implied warranty arising by usage of trade, course of dealing or course of performance. CFS shall not be liable for any indirect, special, incidental, punitive, exemplary or consequential damages, whether or not CFS should have known of the possibility of such damages. In no event shall CFS' liability under this Agreement exceed the amount paid to CFS by Licensee under this Agreement during the immediately preceding twelve (12) month period.

## 11. Representations and Acknowledgments

Each party to this Agreement represents, warrants and certifies to the other that: (a) it has full power and authority and the legal right to enter into and perform this Agreement without the consent of any other person or entity and that this Agreement constitutes the legal, valid and binding obligation of the representing party and is enforceable against it in accordance with its terms; (b) the parties are independent contractors and nothing in this Agreement is intended (and this Agreement should not be construed) to create a partnership, joint venture or other common enterprise between CFS and Licensee; (c) any attempt on behalf of Licensee to assign this Agreement without the prior written consent of CFS shall be void; and (e) this Agreement is intended solely for the benefit of the parties and it shall in no event be construed to invest any legal or equitable rights or interests in any other person or entity, whether under a third party beneficiary theory or otherwise.

## 12. Indemnity

Licensee indemnifies and holds CFS, its affiliates, officers, employees, contractors, customers, clients, agents and representatives harmless from and against any loss, liability, injury, damage, cost or expense

suffered or sustained by CFS, including reasonable attorneys' fees by reason of: (a) Licensee's use of the CFS Prospecting Site or Additional Services; and (b) Licensee's failure to comply with any applicable laws, regulations or other legal requirements or to obtain any consent or approval necessary to enter into and perform this Agreement, including but not limited to any regulatory approval;

**13. Notices**

All notices required in connection with this Agreement shall be in writing and shall be delivered to the addresses set out above or to any alternate address delivered as required in this Section. Notices may be delivered in person, by commercial overnight or local delivery carriers providing tracking service, by Certified Mail, return receipt requested, by facsimile with telephonic confirmation of receipt, or by e-mail with electronic confirmation of receipt. In any case, notices shall be effective upon receipt, except that notices transmitted by facsimile or e-mail during hours other than regular business hours shall not be deemed to have been received until the next business day.

**14. Entire Agreement/ Modifications**

This Agreement constitutes the entire agreement of the parties and supercedes any prior agreements or understandings between them, whether written or oral. Any waivers, changes or modifications to this Agreement must be in writing.

**15. Governing Law**

This agreement is to be governed by and construed in accordance with the laws of the State of North Carolina.

**COLLEGIATE FUNDING SOLUTIONS, INC.**, a North Carolina corporation

By: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Licensee**

\_\_\_\_\_

By: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Payment and Account Setup Information:**

**Additional Services:**

**College Ed Xpress e-Newsletter**

Check the box below if you would like to include the College Ed Xpress e-Newsletter subscription

- Annual Payment:** Initial license fee of \$350 due and payable upon execution and thereafter in advance for each Renewal Term on each annual anniversary of the Effective Date.

After completing/signing the license and the information below, fax this document to CFS at **530-430-3001**

<u>Account Setup Information</u>	<u>Credit Card Information:</u>
Name:	Name on Card:
Company Name:	Card Number:
Mailing Address:	Expiration Date:
City and State:	Billing Address:
Zip Code:	City and State:
Business Phone number:	Zip Code:
Email Address:	
Website Address:	

**EXHIBIT A  
DESCRIPTION OF SERVICES**

CFS will provide Licensee with the following services:

1. Personalized prospecting website containing the following:
  - a. Video presentation – **“A Lesson in Paying for College”**
  - b. FREE Report for prospect download: **“Seven Ways to Be An Informed Buyer To Beat the High Cost of A College Education”**
  - c. Request for consultation signup form – which will generate an email notification to Licensee containing prospect contact information
  - d. “About Us” page with customized content about Licensee’s business. Content is subject to CFS approval
  - e. Optional picture of Licensee embedded into Prospecting Site
  - f. Email and phone Contact information for Licensee
  - g. Branding of the Prospecting Site for Licensee which consists of a banner with Licensee’s business logo or business name
  - h. College cost calculator embedded into the website.
  
2. Additional Services
  - a. Monthly E-Newsletter **College Ed Xpress.**