



COLLEGIATE FUNDING SOLUTIONS, INC.

BRANDED LICENSING AGREEMENT

This LICENSING AGREEMENT (this "**Agreement**") is made effective as of this ____ day of ____, 201__ ("**Effective Date**"), by and between **COLLEGIATE FUNDING SOLUTIONS, INC.**, a North Carolina corporation ("**CFS**") and _____, a _____ ("**Licensee**").

WHEREAS, CFS has proprietary college planning software; and

WHEREAS, Licensee is a financial service provider; and

WHEREAS, Licensee desires to access the CFS proprietary software for the purpose of entering data and creating reports for use by Licensee in providing information to its clients; and

WHEREAS, Licensee desires to offer its Authorized Users access to the CFS Site as a private labeled Licensee site; 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. "**Authorized Users**" means those employees, clients and prospective clients of Licensee whom Licensee has authorized to access the CFS Branded Site under the Licensee's access code for the purpose of generating Plans for use with and by the Licensee.
- 1.2. "**CFS Service**" means the processing of data submitted via the Dataform and generation of Plans.
- 1.3. "**CFS Branded Site**" means the CFS Site with modifications to include Licensee's business logo, name and limited content revisions as permitted by CFS in accordance with the specifications attached hereto as Exhibit A.
- 1.4. "**CFS Site**" means the website owned by CFS and located at www.collegiatefundingsolutions.com.
- 1.5. "**Dataform**" means the proprietary question set to be completed by Licensee and Authorized Users and submitted to CFS in order for CFS to generate the Plans (as defined below). Plans cannot be generated without submission of a Dataform.
- 1.6. "**Plan(s)**" mean the custom report(s) generated by CFS for Licensee to assist its clients seeking to develop college funding strategies. . Each a Plan and collectively, the Plans

2. **Grant of License**

Subject to payment in full of the License Fee described in Paragraph 4.1 below, CFS hereby grants to Licensee a nonexclusive, nontransferable right to access the CFS Branded Site solely for the internal business purposes of Licensee. Upon payment of the initial License Fee, Licensee will be issued an access number for the CFS Branded Site, which may be distributed solely to Licensee's Authorized Users for use of the CFS Branded Site in accordance with the terms and condition of this Agreement. Licensee shall be responsible for securing the access number and for all use of the CFS Branded Site by authorized users or others under such access number. In the event that the access number is compromised, Licensee shall immediately notify CFS. Such access number 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 Branding. In consideration of the fees set forth in this Agreement, CFS hereby agrees to customize the CFS Site in accordance with the branding specification set forth in Exhibit A to this Agreement and make such CFS Branded Site available to the Authorized Users of Licensee in accordance with the terms and conditions of Paragraph 2. Licensee hereby represents and warrants that it has the full authority and right to grant CFS the rights and licenses set forth in this Agreement with respect to any logos, materials and intellectual property provided to CFS by Licensee for use on the CFS Branded Site. The parties agree that such branding shall be solely for the purpose of private labeling the CFS Site for use by Authorized Users of Licensee and shall in no way transfer or assign any ownership rights in the CFS Site to Licensee or its Authorized Users or grant any rights of access other than those specified in Paragraph 2 of this Agreement. Licensee is solely responsible for the content and design of the Licensee specific information on the CFS Branded Site. Upon termination of this Agreement, CFS shall remove all Licensee materials from the CFS Branded Site and shall cease any further use of the Licensee marks and logos.
- 3.2 Plan Generation. At such time as Licensee or its Authorized Users submits a Dataform for processing by the CFS Service, CFS will generate the Plan or Plans and the Licensee can download the Plan or Plans. Licensee is hereby authorized to modify, edit and change the Plan as reasonably deemed appropriate for use by Licensee, provided, however, Licensee hereby acknowledges and agrees that CFS shall have no liability for any errors, inaccuracies or misstatements introduced by Licensee as a result of such modification, edits and changes. Notwithstanding the foregoing, in no event may Licensee use, distribute or provide access to the Plan as provided or as modified for any purpose other than as a deliverable to be provided to or used for the Licensee client for whom the Plan was originally generated.
- 3.3 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.

In consideration of the license grant set forth in Paragraph 2 and the Plans provided under Paragraph 3, Licensee shall pay CFS the following fee:

- 4.1 Setup Fee: Upon execution of this Agreement, Licensee shall pay CFS the one-time setup fee of \$99. See Exhibit A for details.
- 4.2 License Fee. The initial twelve (12) month licensing fee is \$799, 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.
- 4.3 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.
- 4.4 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. Licensee hereby agrees to maintain all such credit/debit card information up-to-date and complete and understands that any refusal by the payment provider of amounts due and owing under this Agreement, including as the result of Licensee's failure to provide up-to-date information, may constitute a material breach of this Agreement.

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 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, 8, 9, 10, 11, 12, 13, 14 and 17 shall survive termination or expiration of this Agreement.

7. Right to Data

Licensee acknowledges that CFS retains all rights, title and interest in and to all data or information supplied by or obtainable from users of the CFS Service, including but not limited to the Plans. Licensee further acknowledges that the Plans may only be disclosed to its clients for whom the Plan was generated and may not be used or disclosed for any other purpose, including but not limited to reverse engineering of the proprietary methodology used in the development of the Plans. Licensee shall maintain all appropriate controls regarding the protection of its clients' personally identifiable information and shall not use such information for any purpose other than as described in the CFS Privacy Policy. Licensee acknowledges and agrees that it shall access only those Plans of its Authorized Users with whom it has a confidential client relationship. Licensee acknowledges and agrees that it and any of its Authorized Users that access the CFS Service have read and agree to the CFS Privacy Policy located on the CFS Branded Site. CFS shall have no obligation to provide Licensee with data supplied by other parties or users of the CFS 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; (b) all Plans, and (c) 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 which may be disclosed or discussed with Licensee or to which Licensee may have access during the term of this Agreement. 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.

9. Ownership

- 9.1 CFS Materials. Confidential Information and all right, title and interest in and to the CFS Site and CFS Service, including without limitation, the proprietary processes, methodologies, forms, CFS trademarks, reports and other content, materials and technologies created or developed by CFS and all patent, copyright, trade secret and other intellectual property rights therein shall remain the exclusive property of CFS. 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's rights shall be as expressly set forth herein and all rights not expressly granted are hereby reserved by CFS.
- 9.1 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. Return of Certain Confidential Information

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 Confidential Information, including all originals and copies, summaries and extracts, in its possession or under its control, or, if requested by CFS, destroy all such Confidential Information and certify the same to CFS in a writing executed by a duly authorized officer. Notwithstanding the foregoing, Licensee shall have no obligation to return copies or originals of the Plans.

11. Legally Required Disclosure

If Licensee becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigation demand or similar process) to disclose any Confidential Information, Licensee will provide CFS with prompt written notice so 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.

12. Limitation of Warranty; Limitation of Liability

- 12.1 Licensee acknowledges that: (i) Plans are generated solely based on the information entered into the Dataform by Licensee or its Authorized Users and may contain errors or inaccuracies, including errors or inaccuracies resulting from a failure of the Licensee or its Authorized Users to enter or supply accurate information; (ii) CFS is not providing financial planning advice, but only a tool to be used by a competent financial advisor in a professional capacity; and (iii) the Plans are provided to Licensee as one of many tools to be used by Licensee in providing advice to its clients. Licensee is advised to review and make an independent assessment of each Plan and should not solely rely on the information generated in the Plan. Licensee further acknowledges and agrees that it is the responsibility of Licensee to provide professional advice to its clients and that the Plans are not intended to be a substitute for such professional guidance or oversight. CFS makes no representation or warranty that the CFS Branded Site or the CFS Services or Plans or newsletters will meet the Licensee's or its clients' needs. **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, non-infringement or any implied warranty arising by usage of trade, course of dealing or course of performance.**
- 12.2 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 during the immediately preceding twelve (12) month period. Licensee agrees that any claim or cause of action arising out of or related to Licensee's use of the CFS Service or otherwise relating to this Agreement must be brought within one (1) year of the date such claim or cause or it shall be deemed waived by Licensee.

13. 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 (ii) that this Agreement constitutes the legal, valid and binding obligation of such party and is enforceable against it in accordance with its terms. Licensee hereby represents and warrants that it has and

shall maintain all such licenses, authorizations, permits or other approvals of any local, state or federal governmental authority for the provision of its services to its clients and that it shall comply with all applicable laws, rules and regulations in its performance of such services.

14. Indemnity

Licensee hereby agrees to indemnify and hold CFS, its affiliates, officers, employees, contractors, customers, clients, agents and representatives ("CFS Indemnitees") harmless from and against any loss, liability, injury, damage, cost or expense suffered or sustained by CFS or any other CFS Indemnitee, including reasonable attorneys' fees, by reason of: (a) Licensee's use of the Plans, CFS Services, Additional Services or CFS Site; (b) Licensee's or its Authorized User'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; (c) claims threatened or filed by the party for which Licensee has purchased a Plan or other third parties alleging that CFS has failed to perform its obligations in connection with any service which CFS has rendered to Licensee or its Authorized Users in connection with this Agreement, and (d) any third party claims based on CFS' use of the logos, brands and other materials provided to it by Licensee for the purpose of customizing the CFS Branded Site; (e) any claims based on modifications, edits or changes to the Plans made by or on behalf of Licensee

15. 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.

16. Relationship of the Parties

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 for any purpose.

16. Entire Agreement/ Modifications; Miscellaneous

This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements or understandings between them, whether written or oral. Any waivers, changes or modifications to this Agreement must be in writing. Licensee shall not have the right to assign or transfer this Agreement or its rights or obligations without the prior written consent of CFS. Any attempt on behalf of Licensee to assign this Agreement without the prior written consent of CFS shall be void. 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.

17. 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:

After completing/signing the license and the information below, fax this document to CFS at [530-430-3001](tel: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:	Credit Card Code: This is a 3 or 4 digit number usually found on the back of the card. For American Express the number is located on the front
Zip Code:	Billing Address:
Business Phone number:	City and State:
Email Address:	Zip Code:
Website Address:	

Add-On Services:

College Ed Xpress e-Newsletter

Check the box below if you would like to add the College Ed Xpress e-Newsletter subscription to your annual license

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

EXHIBIT A

Branded license contains the following branded customization covered by the one-time setup fee:

- Branding of the website using the Licensee's business logo or business