



COLLEGIATE FUNDING SOLUTIONS, INC.

**EZ COLLEGE PLANNING LICENSING
AGREEMENT**

Please read this Licensing Agreement (this "**Agreement**") carefully. Collegiate Funding Solutions, Inc. ("**CFS**") is willing to license access to the CFS Service (as defined below) to you or the company or other legal entity you represent ("**Licensee**") only on the terms and conditions set forth in this Agreement. By accepting this Agreement and submitting your account and payment information or by using the CFS Service, you agree to all of the terms and conditions of this Agreement. If you do not accept all of the terms of this Agreement, do not accept this Agreement or submit your account/payment information and you shall not be entitled to use or access the CFS Service. If you have any questions regarding this Agreement, please contact CFS at contact_cfs@cf-solutions.com.

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**" is the number of individual advisors, up to a total of 10 including the Licensee who are affiliated with the Licensee's financial services firm and whom Licensee has included in the fee as described in Paragraph 4.1 below and therefore authorized to access the CFS Site under the Licensee's access code for the purpose of generating Plans.
- 1.2. "**CFS Service**" means the processing of data submitted via the Dataform and generation of Plans.
- 1.3. "**CFS Site**" means the website owned by CFS and located at www.collegiatefundingsolutions.com.
- 1.4. "**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.
- 1.5. "**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 Service solely for the internal business purposes of Licensee and Authorized Users. Upon payment of the initial License Fee, Licensee will be issued login credentials to access the CFS Service. This license is granted only to Licensee and Authorized Users 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 Plan Generation. At such time as Licensee 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.
- 3.2 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. 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 License Fee. The initial twelve (12) month licensing fee is **based on the number of Authorized users according to the schedule below (Table 4.1)**. Payment shall be made in twelve equal monthly installments, with the first installment due on execution of this Agreement. Thereafter, Licensee shall make twelve equal monthly payments, with the sum equal to the prevailing twelve-month licensing fee, to be paid every year, renewing on the date of this Agreement, unless Licensee timely notifies CFS of its intent not to renew this Agreement in accordance with Section 5 and 6.

Table 4.1 Monthly License fee based on number of authorized users

Number of authorized users	Total monthly license fee	Twelve month licensing fee
1	\$25	\$300
2	\$48	\$576
3	\$69	\$828
4	\$92	\$1104
5	\$115	\$1380
6	\$132	\$1584
7	\$154	\$1848
8	\$176	\$2112
9	\$198	\$2376
10	\$220	\$2640

- 4.2 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 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.

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 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 (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.

18. Binding Agreement

By completing the registration process, accepting this Agreement and using the CFS Service, Licensee agrees to be bound by the terms of this Agreement.