



# LICENSE AGREEMENT

HOTELS ETC., INC.

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## **LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (the "Agreement") dated as of 2-1-13 and effective by and among HOTELS ETC., INC., a Georgia corporation, with offices located at 910 Athens Highway, Suite K-214, Loganville, Georgia 30052 ("Licensor"), and a Murrieta California 92563 located at 29835 Rose Blossom Dr ("Licensee"). Certain capitalized terms used herein are defined in Article 1.

WHEREAS, Licensor owns and desires that Licensee have the right to use the Licensed Name and other intellectual property that is owned by Licensor in connection with this License Agreement; and

WHEREAS, Licensee wishes to use the Licensed Name and other intellectual property that is owned by Licensor as set forth herein in a limited manner in the Licensed Territory; and

WHEREAS, Licensor is willing to license and allow Licensee to use the Licensed Name in the Licensed Territory under the terms and conditions set forth in this Agreement; and

WHEREAS, this Agreement is effective on the Closing

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### **1. DEFINITIONS**

"AFFILIATE": An Affiliate of a Person means a Person that controls, is controlled by, or is under common control with such Person.

"ANCILLARY BROADBAND SERVICES": The following products or services:

- (a) The marketing, provision and sale of customer care services in support of Licensee's provision of Licensed Name;
- (b) Any other ancillary services provided in connection with the Licensed Name.

"APPROVAL": The granting by all appropriate Regulatory Authorities of all necessary licenses, permits, approvals, authorizations and clearances for this Agreement and the registration or recording of this Agreement as required by all Regulatory Authorities.

"BANKRUPTCY": With respect to a Person or Entity, means (i) the filing by such Person or Entity of a voluntary petition seeking liquidation, dissolution, reorganization, rearrangement or readjustment, in any form, of its debts under Title 7, 11 or 13 of the United States Code (or corresponding provisions of future laws) or any other bankruptcy or insolvency law, or such Person's filing an answer consenting to, or acquiescing in any such petition; (ii) the making by such Person of any assignment for the benefit of its creditors, or the admission by such Person in writing of its inability to pay its debts as they mature; (iii) the expiration of 60 days after the filing of an involuntary petition under Title 7, 11 or 13 of the United States Code (or corresponding provisions of future laws), an application for the appointment of a receiver for the assets of such Person, or an involuntary petition seeking liquidation, dissolution, reorganization, rearrangement or readjustment of its debts or similar relief under any bankruptcy or insolvency law; provided that, the same shall not have been vacated, set aside or stayed within such 60 day period; or (iv) the entry of an order for relief against such Person under Title 7, 11 or 13 of the United States Bankruptcy Code.

öDATABASEö: A Hotels Etc., Inc. collection of discount codes, phone numbers, website links, promo codes, corporate codes, Internal Links, Logos, Descriptions, Contents, Terms, Discount Instructions, as updated, added to, and modified from time to time, known as the "Database".

"INDEMNIFIED PARTY": As defined herein of this Agreement.

"INDEMNIFYING PARTY": As defined herein of this Agreement.

öINTELLECTUAL PROPERTYö: Intellectual Property shall be defined as, but not limited to, Licensor's tangible and intangible assets, works, discoveries, inventions, words, phrases, symbols, designs, copyrights, trade names, trademarks, Licensor's name, website design, industrial design rights, logos, service marks, trade dress, trade secrets, software, computer code, discount codes, phone numbers, website links, promo codes, corporate codes, Internal Links, Logos, Descriptions, Contents, Terms, Discount Instructions, as updated, added to, and modified from time to time, and other such rights as may be defined by state and federal law.

"LICENSED NAME": shall mean the Licensed Master Name, Licensed Ancillary Name and Licensee Specific Name as set forth below:

1. Licensed Master Name : Hotels Etc., Inc.
2. Licensed Ancillary Name : Paid 2 Save

The Name(s) listed herein of this Agreement, as amended from time to time, and all common law Name incorporating the Licensed Master Name.

3. Licensee Specific Name: Paid 2 Save (Contact David Hart)

The Name listed herein of this Agreement.

"LICENSED TERRITORY": The Licensed Territory shall be the following state(s) and/or counties as set forth in Exhibit 6B.

"LICENSEE": As defined in the Preamble to this Agreement.

"LICENSEE NAME": All Names which are adopted, used and owned by Licensee after the Closing in connection with the Licensed Name.

"LICENSOR": As defined in the Preamble to this Agreement.

"MARKETING MATERIALS": Any and all materials, whether written, oral, visual or in any other medium, including website, technology, intellectual property, as well as Licensor's name, brand, mark, trademark, service mark, design, logo, trade dress, business name, slogan, or other indicia of origin or intellectual property of Licensor used by Licensee to market, advertise or otherwise regarding the Licensed Name.

"NAME": Any name, brand, mark, trademark, service mark, sound mark, design, logo, trade dress, trade name, business name, slogan, domain name, other indicia of origin, or intellectual property of Licensor.

"PROMOTIONAL PRODUCTS": Any goods or services which are used to advertise or promote the Licensed Name, but not any products or services that, in Licensor's opinion acting in good faith, are not fairly characterized as being used for advertisement or promotion.

"QUALITY CONTROL REPRESENTATIVES": Representatives of Licensor appointed in accordance with the provisions herein.

"QUALITY STANDARDS": As defined in this Agreement.

"RESELLER": Any Person other than Licensee that sells, distributes or leases Licensed Name from Licensee.

"SIGNIFICANT BREACH BY LICENSEE": As defined in this Agreement.

"STYLE GUIDELINES": The guidelines controlling certain aspects of the Licensed Name including, but not limited to, the size, color and appearance of the Licensed Name as set forth in the official Style Guide to be provided to Licensee on the Closing and periodically thereafter.

"SUBLICENSEE": As defined in this Agreement.

"SUBMITTED MATERIALS": As defined in this Agreement.

"SUCCESSOR": With respect to any party, any successor, transferee or assignee, including without limitation, any receiver, debtor in possession, trustee, conservator or similar Person with respect to such party or such party's assets.

•TERRITORYö: See attached Exhibit •Bö made a part of this Agreement and incorporated by reference herein.

"TW LICENSEES": Those Persons and business units that are part of Licenser as of the Closing and any other Persons who are licensed under, or otherwise permitted to use, the Licensed Names by Licenser.

## 2. GRANT OF LICENSE

Subject to the terms and conditions of this Agreement, Licenser makes the following royalty-free license grants:

For avoidance of doubt, outside the Licensed Territory, Licensee has no right or license to use the Licensed Name in connection with Services or any other products or services. Without limiting the effect of the preceding sentence in any way, Licenser retains the right to use, and license to any Person or Entity, the Licensed Name and other intellectual property owned by Licenser for the provision of such services in the territory as set forth herein.

2.1 Corporate Name. Licenser hereby grants to Licensee the right and license to use the Licensed Name as part of its corporate name to conduct certain Services in the Licensed Territory in accordance with the Quality Standards set forth herein.

2.2 Non-exclusive License. Licenser hereby grants to Licensee a non-exclusive right and license to use the Licensed Name and other intellectual property owned by Licenser as set forth herein in connection with certain Services, in accordance with the Quality Standards as set forth herein, only to the extent such Name is used in connection with the Licensed Services. The license granted herein shall terminate on 2-1 2013

2.3 Transferability. Except as provided herein, the license granted herein shall be non-transferable.

2.4 Requests for License. If Licensee wishes to use the Licensed Name and other intellectual property owned by Licenser as set forth herein on any goods or services other than Licensed Services or on any goods or services or in any territory not expressly granted by this Agreement, Licensee shall request a grant in writing of such license usage from Licenser.

2.5 Reservation of Rights. Except as expressly licensed herein, Licensee shall have no rights or license to use the Licensed Name and other intellectual property owned by Licenser as set

forth herein in connection with any products or services. To the extent Licensee has been granted "exclusive" rights pursuant to the provisions herein, such "exclusive" rights solely relate to the use of the Licensed Name and other intellectual property owned by Licensor as set forth herein in connection with the specified provision of the Licensed Services in the Licensed Territory. Except to the extent Licensee has been granted "exclusive" rights pursuant to the provisions herein, Licensor retains the sole and exclusive right to use and license others to use any Name and other intellectual property owned by Licensor as set forth herein, including the Licensed Name, for any purpose whatsoever. Licensee covenants and agrees that it will not use any portion of the Licensed Name and other intellectual property owned by Licensor as set forth herein in connection with any products or services or in any territory that are not expressly licensed pursuant to the provisions herein and any such unlicensed use by Licensee of the Licensed Name and other intellectual property owned by Licensor as set forth herein shall be deemed a "Significant Breach by Licensee" under this Agreement unless cured pursuant to the terms of this Agreement.

### 3. RESTRICTIONS ON USE OF LICENSED NAME AND INTELLECTUAL PROPERTY

3.1 Resellers. Licensee may not permit the use of the Licensed Name and other intellectual property owned by Licensor as set forth herein unless expressly approved in writing by the Licensor. For avoidance of doubt, no other person, company or entity may use any Licensed Name in any manner whatsoever.

3.2 Use of Licensed Name. Any use by Licensee of Licensor's Name in conjunction with the Licensed Name and other intellectual property owned by Licensor as set forth herein must comply with all other terms of this Agreement, including without limitation, the Quality Standards set forth herein, as from time to time may be amended.

a. Licensor shall have the right, upon its request, to review and approve (which approval shall not be unreasonably withheld) Licensee's use of the Licensed Name and other intellectual property owned by Licensor as set forth herein in marketing and to request representative copies of materials created in connection with marketing.

b. Any use of the Licensed Name and other intellectual property owned by Licensor as set forth herein in connection with marketing shall comply with the Quality Standards set forth herein and Licensor's marketing guidelines, as in effect from time to time.

3.3 General Purpose Credit Cards. Licensee may not permit Licensed Name and other intellectual property owned by Licensor as set forth herein to be used on or in connection with any consumer general credit card.

3.4 Dealers. Licensee may not grant limited permission to use the Licensed Name.

3.5 Sublicenses. Notwithstanding anything to the contrary herein, Licensee shall not have the

right to grant sublicenses to use the Licensed Name for and other intellectual property owned by Licensor as set forth herein.

**3.6. If Licensor agreed to the transfer of this License Agreement by Licensee, then Licensee shall pay a transfer fee to Licensee of \$995**

#### **4. TERM AND TERMINATION**

4.1 Term. This Agreement shall remain in effect for a period of one (1) year unless terminated earlier in accordance with the provisions hereof.

4.2 Termination. Licensor shall have the right, subject to the terms herein, to terminate this Agreement without prejudice to any rights which it may have, whether pursuant to this Agreement, or in law or equity or otherwise, upon the occurrence of a Significant Breach by Licensee. A "Significant Breach by Licensee" shall mean, after exhaustion of any applicable cure periods set forth in this Agreement, any one or more of the following events:

a. Any of Licensee uses of the Licensed Name or other intellectual property owned by Licensor as set forth herein in a manner which fails to comply in material respects with the provisions of this Agreement, and fails to cure such breach within thirty (30) days of receipt of written notice of such breach; or

b. Any use of the Licensed Name or other intellectual property owned by Licensor as set forth herein by any of Licensee that fails to comply in all material respects with the Quality Standards set forth herein and continues for more than thirty (30) days after written notice thereof has been given to Licensee in accordance with the provisions herein; or

c. Licensee fails to comply with any material laws, regulations or industry standards, or any governmental agency, regulatory authority or other body, office or official vested with appropriate authority finds that the services or products being offered under the Licensed Name or other intellectual property owned by Licensor as set forth herein are being provided in contravention of material, applicable laws, regulations or standards and fails to cure such breach within thirty (30) days of receipt of written notice of such breach or such date as is set by the relevant Regulatory Authority, whichever is earlier; or

d. Licensee fails to deliver to Licensor or to maintain in full force and effect the insurance referred to in Section 9.4 hereof and fails to cure such breach within thirty (30) days of receipt of written notice of such breach; or

e. Licensee shall be unable to pay its debts in the ordinary course of business or when they become due, or shall file for Bankruptcy, considered by Licensor to be insolvent; or

f. Any other breach of this Agreement by Licensee which breach continues for more than thirty (30) days after written notice thereof has been given to Licensee, except as may otherwise be



provided herein; or

g. A Change of Control shall have occurred with respect to Licensee; or

h. Licensee's breach as defined herein, which breach continues for more than thirty (30) days after written notice thereof has been given to Licensee and which breach Licensor reasonably determines has a material adverse effect on Licensor, or the Licensed Name, or other intellectual property owned by Licensor as set forth herein; or

i. Licensee shall materially breach any agreement in effect between Licensee and Licensor, including this Agreement, and Licensor reasonably determines that such breach has an adverse effect on the relationship between Licensee and Licensor that is not reasonably capable of being cured or is detrimental to the best interest of Licensor; or

j. This Agreement shall automatically terminate if Licensee uses Licensor's name, brand, mark, trademark, service mark, sound mark, design, software, links, servers, logo, trade dress, trade name, business name, slogan, domain name, other indicia of origin or intellectual property of Licensor outside the express terms set forth in this Agreement, unless expressly authorized in a separate writing by and between Licensor and Licensee.

4.3 Notice of Termination. In the event any "Significant Breach by Licensee" occurs, Licensor may give notice of termination in writing to Licensee, whereupon this Agreement shall immediately terminate.

4.4 Effect of Termination. In the event this Agreement is terminated as stated herein, Licensee shall: (i) immediately cease use of the Licensed Name and other intellectual property owned by Licensor as set forth herein; and (ii) cease all further use of the Licensed Name and other intellectual property owned by Licensor as set forth herein within thirty (30) days of such termination. Immediately following the termination of this Agreement, Licensee shall return to Licensor, or certify in writing that it has destroyed, all Marketing Materials, and all other materials and tangible property bearing the Licensed Name and/or other intellectual property owned by Licensor as set forth herein.

4.5 Other Rights Unaffected. It is understood and agreed that termination of this Agreement by Licensor on any ground shall be without prejudice to any other remedies at law or equity or otherwise which Licensor may have.

4.6 Bankruptcy. This Agreement constitutes a license of "intellectual property" within the meaning of Section 365(n) of the United States Bankruptcy Code. If Section 365(n) of the United States Bankruptcy Code (or any successor provision) is applicable, and the trustee or debtor-in-possession has rejected this Agreement and if the Licensee has elected pursuant to Section 365(n) to retain its rights hereunder, then upon written request of Licensee, to the extent Licensee is otherwise entitled hereunder, the trustee or debtor-in-possession shall provide to

Licensee any intellectual property (including embodiments thereof) held or controlled by the trustee or debtor-in-possession.

## 5. QUALITY CONTROL

5.1 General. Licensee acknowledges that the provision of Licensed Services under the Licensed Name or other intellectual property owned by Licensor as set forth herein pursuant to the terms of this Agreement must be of sufficiently high quality as to protect the Licensed Name or other intellectual property owned by Licensor as set forth herein and the goodwill they symbolize. Licensee further acknowledges that the maintenance of high quality services is of the essence in this Agreement, as is the use of the Licensed Name or other intellectual property owned by Licensor as set forth herein in connection therewith. In order to preserve the inherent value of the Licensed Name or other intellectual property owned by Licensor as set forth herein, Licensee agrees to use its reasonable efforts to ensure that the services and activities to be marketed, promoted, offered and provided by Licensee, under the Licensed Name or other intellectual property owned by Licensor as set forth herein pursuant to this Agreement shall be of a quality and nature comparable to the products, services and activities provided by Licensor, itself or through its Affiliates, as of the date of this Agreement. Licensee further agrees that it will utilize only Marketing Materials which do not disparage or place in disrepute Licensor, its businesses or its business reputation, and do not adversely affect or detract from Licensor's goodwill or the goodwill appurtenant to the Licensed Name or other intellectual property owned by Licensor as set forth herein and will use the Licensed Name or other intellectual property owned by Licensor as set forth herein in ways which will not adversely affect Licensor's business reputation and goodwill.

5.2 Quality Standards. Licensee agrees to comply and maintain compliance with the Quality Standards, specifications and rights of approval of Licensor with respect to any and all usage of the Licensed Name or other intellectual property owned by Licensor as set forth herein on or in relation to the Licensed Services. To that end, any and all usage of the Licensed Name or other intellectual property owned by Licensor as set forth herein by Licensee shall comply with the following standards, specifications and rights of approval (the "Quality Standards"):

a. Licensee shall use the Licensed Name and other intellectual property owned by Licensor as set forth herein only in a style and manner commensurate with the current standards and reputation for quality associated with the Licensed Name and other intellectual property owned by Licensor as set forth herein and only in the style and manner that has been expressly approved in writing in advance by Licensor or as otherwise provided herein. Such approval is designed to protect the Licensed Name and other intellectual property owned by Licensor as set forth herein and Licensor's rights therein and will not be unreasonably withheld, it being understood and agreed that it shall not be unreasonable for Licensor to disapprove if Licensor believes in good faith that such disapproval is appropriate to preserve the Licensed Name and other intellectual property owned by Licensor as set forth herein or the goodwill associated therewith;

b. At Licensor's reasonable request, Licensee shall submit to Licensor for prior written

approval prototypes of products and materials, including, but not limited to Marketing Materials and Promotional Products and any website design or other intellectual property therefor bearing the Licensed Name and other intellectual property owned by Licensor as set forth herein (the "Submitted Materials"), whereby such approval will not to be unreasonably withheld, it being understood and agreed that it shall not be unreasonable for Licensor to disapprove any Submitted Material if Licensor believes in good faith that such disapproval is appropriate to preserve the Licensed Name and other intellectual property owned by Licensor as set forth herein or the goodwill associated therewith. Licensor shall provide its approval or disapproval within a reasonable time after Licensor receives such Submitted Materials. In the event that Licensor disapproves any of the submissions, Licensee shall make modifications consistent with those specified by Licensor and shall resubmit the relevant materials to Licensor for approval. Provided Licensor has given approval of the style(s) and general use(s) of any Submitted Material, Licensee may use such Submitted Material in those styles and for such purposes, without material change, subject to periodic review by Licensor at Licensor's request. Licensee shall not make any material change to the Submitted Materials as approved by Licensor without Licensor's prior written approval;

c. The provisions of this Agreement; and

d. Licensee acknowledges that the Quality Standards may be modified from time to time and at any time by Licensor as may be necessary to continue to protect and preserve the image, reputation and goodwill attached to the Licensed Name.

### 5.3 Quality Service Reviews.

a. Licensee agrees to collect, maintain and furnish to the Quality Control Representatives of Licensor all performance data relating to the Licensed Name and other intellectual property owned by Licensor as set forth herein reasonably requested by the Quality Control Representatives and representative samples of Marketing Materials that are marketed or provided under the Licensed Name to assure conformance of the Licensed Name and other intellectual property owned by Licensor as set forth herein and the Marketing Materials with the Quality Standards. At Licensor's reasonable request, Licensee shall send copies to Licensor of performance data relating to technical performance or conformance of the Licensed Name and other intellectual property owned by Licensor as set forth herein as previously provided by Licensee. Any such data provided to Licensor shall be treated confidentially in accordance with the provisions herein.

b. Licensor may independently, at its own cost, conduct continuous customer satisfaction and other surveys to determine if Licensee is meeting the Quality Standards in connection with its use of the Licensed Name and other intellectual property owned by Licensor as set forth herein. Licensee shall cooperate, at Licensor's expense, with Licensor fully in the distribution and conduct of such surveys, and otherwise as may be reasonably necessary to verify Licensee's compliance with the Quality Standards, so long as such cooperation shall not unreasonably

interfere with the conduct of Licensee's business. If Licenser learns that Licensee is not complying with the Quality Standards in any material respect, it shall notify Licensee and the provisions of herein shall apply to such non-compliance.

c. If Licensee learns that it is not complying with the Quality Standards in any material respect, it shall notify Licenser, and the provisions herein shall apply to such non-compliance.

## 6. REMEDIES FOR NON-COMPLIANCE WITH QUALITY STANDARDS

### 6.1 Non-compliance with Quality Standards and Cure.

a. If Licenser becomes aware that Licensee is not complying with any Quality Standards in any respect whatsoever, Licenser shall notify Licensee in writing of such non-compliance, setting forth, in reasonable detail, a description of the non-compliance and, to the extent such information is available, any suggestions for curing such non-compliance. Licensee shall cure such non-compliance within ten (10) days thereafter of such notification.

b. If such non-compliance with the Quality Standards continues beyond the applicable cure periods described above, Licensee shall: (i) immediately cease using the Licensed Name in which it is in non-compliance until use of licensed name is further authorized by Licenser herein; and (ii) be deemed to be in breach of this Agreement.

c. The waiver by Licenser of a single event of non-compliance or a succession of events shall not deprive Licenser of any rights under this Agreement arising by reason of any subsequent event of non-compliance.

6.2 Potential Injury to Persons or Property. Notwithstanding the provisions herein, in the event that Licenser reasonably determines that any non-compliance creates a material threat to any third party, upon notice thereof by Licenser to Licensee, Licensee shall cure such non-compliance within ten (10) days after receiving such notice. If the non-compliance continues beyond such cure period, Licensee shall immediately cease using the Licensed Name and other intellectual property owned by Licenser as set forth herein in connection with any Licensed Services and Promotional Products.

6.3 Licenser's Rights to License Others. In addition to the rights granted to Licenser pursuant to the terms herein, "Term and Termination," in the event that Licensee is required to cease using Licensed Name and other intellectual property owned by Licenser as set forth herein by reason of its failure to comply with the Quality Standards and to cure such failure within the applicable cure periods, Licenser may immediately terminate Licensee's rights under this Agreement with respect to use the Licensed Name and other intellectual property owned by Licenser as set forth herein, even if the license granted was an exclusive license.

## 7. PROTECTION OF LICENSED NAME

## 7.1 Ownership and Rights to the Licensed Name and Licensors Intellectual Property.

a. Licensee acknowledges the great value of the goodwill, intangible and tangible assets associated with the Licensed Name and other intellectual property owned by Licensors as set forth herein, and acknowledges that the Licensed Name and other intellectual property owned by Licensors as set forth herein and all the rights therein, and goodwill, intangible and tangible assets attached thereto, belong exclusively to Licensors.

b. Licensee will not, at any time, disparage, dilute or adversely affect the validity of the Licensed Name and other intellectual property owned by Licensors as set forth herein or take any action, or otherwise suffer to be done any act or thing which may at any time, in any way materially adversely affect any rights of Licensors in and to the Licensed Name and other intellectual property owned by Licensors as set forth herein, or any registrations thereof or which, directly or indirectly, may materially reduce the value of the Licensed Name and other intellectual property owned by Licensors as set forth herein or detract from their reputation.

c. Licensee agrees that any and all rights that may be acquired by the use of the Licensed Name and other intellectual property owned by Licensors as set forth herein by Licensee shall inure to the sole benefit of Licensors. Nothing contained in this Agreement shall be construed as an assignment or grant to Licensee of any right, title or interest in or to the Licensed Name and other intellectual property owned by Licensors as set forth herein, or any of Licensors's other Names, it being understood that all rights relating thereto are reserved by Licensors, except for the license hereunder to Licensee of the right to use the Licensed Name and other intellectual property owned by Licensors as set forth herein only as specifically and expressly provided herein. Licensee further acknowledges that it will not obtain any ownership interest in the Licensed Name and other intellectual property owned by Licensors as set forth herein or any other right or entitlement to continued use of them, regardless of how long this Agreement remains in effect and regardless of any reason or lack of reason for the termination thereof by Licensors.

d. Licensee shall not (i) attack Licensors's title or right in and to the Licensed Name and other intellectual property owned by Licensors as set forth herein as they relate to the Licensed Name and other intellectual property owned by Licensors as set forth herein in any jurisdiction or attack the validity of this license or the Licensed Name and other intellectual property owned by Licensors as set forth herein or (ii) contest the fact that Licensee's rights under this Agreement cease upon termination of this Agreement. The provisions of this Section 7.1 shall survive the termination of this Agreement.

e. Licensee shall not grant or attempt to grant a security interest in the Licensed Name and other intellectual property owned by Licensors as set forth herein or this Agreement, or to record any security interest in the United States Patent and Trademark Office or elsewhere, against any trademark application or registration belonging to Licensors.

f. Licensee shall, at Licensors's expense, cooperate fully and in good faith with Licensors for

the purpose of securing, preserving and protecting Licensor's rights in and to the Licensed Name and other intellectual property owned by Licensor as set forth herein. At the request of Licensor, and at Licensor's expense, Licensee shall execute and deliver to Licensor any and all documents and do all other reasonable acts and things which Licensor deems necessary or appropriate to make fully effective or to implement the provisions of this Agreement relating to the ownership, registration, maintenance or renewal of the Licensed Name and other intellectual property owned by Licensor as set forth herein. For purposes of this Agreement, Licensee and any Sublicensees shall be considered a "related company" under the U.S. Trademark Act, 15 U.S.C. Section 1051 et seq.

g. The parties acknowledge and agree that the protection of the Licensed Name and other intellectual property owned by Licensor as set forth herein and the goodwill, as well as intangible and tangible assets, attached thereto are material provisions of this Agreement.

7.2 Similar Name. Licensee agrees not to register in any country any Name which resembles or is remotely similar to the Licensed Name, or which dilutes the Licensed Name, and, except as provided for herein, not to use the Licensed Name, or any independently protectible part of any such Name, as part of its corporate name (unless otherwise agreed by Licensor), nor use (except in accordance with the terms herein) any Name which could reasonably be deemed to be remotely similar, deceptive or (except in accordance with the terms herein) misleading with respect to the Licensed Name, or which could reasonably be deemed to dilute the Licensed Name. If any application for registration is, or has been filed in any country by Licensee which relates to any Name which, in Licensor's reasonable opinion, is remotely similar, deceptive or misleading with respect to the Licensed Name, or which dilutes the Licensed Name, Licensee shall, at Licensor's sole discretion, immediately abandon any such application or registration or, at Licensor's election, assign it (free and clear of any liens and encumbrances, and for consideration of \$1.00, the adequacy and sufficiency of which is hereby acknowledged by Licensor) to Licensor. If Licensee uses any Name which, in Licensor's reasonable opinion, is remotely or confusingly similar, deceptive or misleading with respect to the Licensed Name, or which dilutes the Licensed Name, or if Licensee uses the Licensed Name in connection with any product, or any service or in any territory not specifically authorized in writing hereunder, Licensee shall, immediately upon receiving a written request from Licensor, permanently cease such use.

7.3 Infringement. In the event that either party learns of any infringement or threatened infringement of the Licensed Name, or any unfair competition, passing-off or dilution with respect to the Licensed Name or other intellectual property owned by Licensor as set forth herein (each such event, an "Infringement"), such party shall promptly notify the other party or its authorized representative giving particulars thereof, and Licensee shall provide necessary information and reasonable assistance, at Licensor's expense, to Licensor or its authorized representatives in the event that Licensor decides that proceedings should be commenced. Licensor shall have exclusive control of any litigation, opposition, cancellation or other legal proceedings relating to an alleged Infringement. The decision whether to bring, maintain or settle

any such proceedings shall be at the exclusive option and expense of Licensor, and all recoveries shall belong exclusively to Licensor. Licensee shall not take any action to enforce, protect or defend the Licensed Name or other intellectual property owned by Licensor as set forth herein without the prior written consent of Licensor's General Counsel. Licensee will not initiate any such litigation, opposition, cancellation or related legal proceedings in its own name but, at Licensor's request, agrees to be joined as a party in any action taken by Licensor to enforce its rights in the Licensed Name or other intellectual property owned by Licensor as set forth herein; provided that, Licensor shall reimburse Licensee for all reasonable out-of-pocket costs and expenses incurred by Licensee, its Affiliates and authorized representatives (and their respective directors, officers, stockholder, employees and agents) in connection with their participation in such action. Nothing in this Agreement shall require, or be deemed to require Licensor to enforce the Licensed Name against others. Licensor shall keep all monies derived from litigation or legal proceeding or from settlement of Infringement.

#### 7.4 Compliance with Legal Requirements.

- a. In the performance of this Agreement, Licensee shall comply in all material respects with all applicable laws and regulations and administrative orders, including those laws and regulations particularly pertaining to the proper use and designation of Name in the Licensed Territory.
- b. Licensee shall duly display those reasonable legal notices as shall be provided by Licensor, such as the symbols (R), "TM" or "SM". In no circumstances shall such notices be altered or omitted without the express prior written consent of Licensor.
- c. Should Licensee be or become aware of any applicable laws or regulations which are inconsistent with the provisions of this Agreement, Licensee shall promptly notify Licensor of such inconsistency. In such event, Licensor may, at its option, either waive the performance of such inconsistent provisions, or negotiate with Licensee to make changes in such provisions to comply with applicable laws and regulations, it being understood that the parties intend that any such changes shall preserve to the extent reasonably practicable the parties' respective benefits under this Agreement.

#### 8. USE OF LICENSED NAME AND OTHER NAME

8.1 Licensee Name. Licensee shall have the right from time to time to create and use its own Name, which may be used together with the Licensed Name, in connection with products or services with respect to which any of the Licensed Name are used; provided that, said use is in conformance with the Quality Standards set forth herein; and provided further that, upon request, Licensor shall have the right to review and approve Licensee's use of such Name in writing. For the avoidance of doubt, Licensor's approval of such Name shall not be deemed to be a statement by Licensor as to the availability or strength of such Name. Licensee shall have sole responsibility over the availability and strength of the Name. Unless, in the exercise of Licensor's sole discretion acting in good faith, Licensor shall determine that a Name that Licensee proposes

to use would disparage, tarnish, dilute or potentially cause confusion with respect to any Licensed Name or is not in conformance with Licensors Quality Standards set forth herein or otherwise would have a detrimental effect on the Licensed Name, Licensor may approve Licensee's use of such proposed Name. Licensor shall approve or disapprove any Name proposed to be used by Licensee within a reasonable time of its receipt of a written request for such approval from Licensee. Licensee shall not file or prosecute a trademark application to register any Name which consists of or incorporates the Licensed Name or any material element thereof or any Name confusingly similar thereto. Under no circumstances shall Licensee be permitted to join the Licensed Name with any Licensee Name so as to form a new Mark or Name.

8.2 Modification of Licensed Name. In the event Licensor modifies or replaces any of the Licensed Name as they are used in any portion of Licensor's business, and if Licensor requests Licensee to adopt and use any such modified or replaced Licensed Name, Licensee shall adopt and use such modified or replaced Licensed Name and, in such event, such modified or replaced Licensed Name shall be considered the Licensed Name contemplated by this Agreement; provided that, in such event, Licensee shall be granted a 90-day period during which to phase-out its use of the superseded forms of the Licensed Name, as applicable, and during such 180-day period Licensee shall have the right to use its existing inventory of Marketing Materials bearing the superseded forms of the Licensed Name, as applicable.

### 8.3 Internet Domain Names.

a. Licensee shall provide to Licensor within ten (10) days after the expiration of each calendar year, a list of all domain names using any of the Licensed Name or any confusingly or remotely similar name. Any domain name consisting of or incorporating the Licensed Name or any material element thereof shall be owned and maintained exclusively by Licensor, provided that, Licensee shall be solely responsible for any registration and renewal fees for those domain names used exclusively by, or on behalf of, Licensee.

b. Licensee's web sites that use any of the Licensed Name or that concern Licensed Services or Portals and Promotional Products in connection with which the Licensed Name are used shall comply with the Quality Standards set forth herein.

## 9. REPRESENTATIONS; LIABILITY AND INDEMNIFICATION

9.1 Representations and Warranties. Licensor represents and warrants that Licensor has not licensed the use of the Licensed Name to any third party in the Licensed Territory.

### 9.2 Indemnification.

a. Licensor shall defend, indemnify and hold Licensee and its Sublicenses and their respective directors, officers, stockholders, employees and agents (the "Licensee Parties")



harmless against all claims, suits, proceedings, costs, damages, losses, fees and expenses (including reasonable attorney's fees) and judgments incurred, claimed or sustained by the Licensee Parties arising out of: (i) any third party claims as to the lack of validity or enforceability of (A) the registrations of the Licensed Name or (B) Licensor's ownership rights in the Licensed Name; and (ii) any lack of validity or enforceability of this Agreement caused by Licensor.

b. Subject to Licensee's indemnification obligations set forth herein, Licensee shall defend, indemnify and hold Licensor and its directors, officers, stockholders, employees and agents (the "Licensor Parties") harmless against all claims, suits, proceedings, costs, damages, losses, fees and expenses (including reasonable attorneys' fees) and judgments incurred, claimed or sustained by the Licensor Parties arising out of Licensee's use of the Licensed Name other than as expressly provided in this Agreement, and shall indemnify the Licensor from any improper or unauthorized use of the Licensed Name and for any use by Licensee. Licensee shall also defend, indemnify and hold the Licensor harmless against all claims, suits, proceedings, costs, damages, losses, fees and expenses (including reasonable attorney's fees) and judgments incurred, claimed or sustained by the Licensor arising out of: (i) any third party claims as to the lack of validity or enforceability of (i) the Licensee Name or (ii) Licensee's ownership rights in the Licensee Name; and (iii) any lack of validity or enforceability of this Agreement caused by Licensee.

### 9.3 Notification and Defense of Claims.

a. Notification of Claims. In the event of the occurrence of an event which Licensee or Licensor (the "Indemnified Party"), as the case may be, asserts constitutes a claim as set forth herein, the Indemnified Party shall provide prompt notice of such event to Licensor, in the case of Licensee as the Indemnified Party, or to Licensee, in the case of Licensor as the Indemnified Party (the "Indemnifying Party"), and shall otherwise make available to the Indemnifying Party all relevant information which is material to the claim. Failure to give timely notice or to furnish the Indemnifying Party with any relevant data and documents in connection with any claim shall not constitute a defense (in part or in whole) to any claim for indemnification by the Indemnified Party, unless, and only to the extent that, such failure results in any material prejudice to the Indemnifying Party. The Indemnifying Party may elect, at its own expense, to assume exclusive control of the defense of such claim, if the Indemnifying Party gives written notice of its intention to do so no later than thirty (30) days following notice of such claim by the Indemnified Party or such shorter time period as required so that the interests of the Indemnified Party would not be materially prejudiced as a result of the failure to have received such notice; provided that: (i) the Indemnifying Party shall obtain the consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed) before entering into any settlement, adjustment or compromise of such claims, or ceasing to defend against such claims, if as a result thereof, or pursuant thereto, there would be imposed on the Indemnified Party any material liability or obligation not covered by the indemnity obligations of the Indemnifying Party under this Agreement (including, without limitation, any injunctive relief or other remedy), except with respect to a settlement adjustment or compromise which results solely in a monetary liability;

and (ii) if the Indemnified Party shall have reasonably concluded that separate counsel is required because a conflict of interest would otherwise exist, the Indemnified Party shall have the right to select separate counsel to participate in the defense of such action on its behalf, at the expense of the Indemnified Party.

b. In the event that Indemnifying Party elects to assume control of the defense of any such claim, the Indemnified Party shall cooperate with the Indemnifying Party in such proceeding and shall execute all papers necessary and desirable and shall testify or provide evidence whenever reasonably requested to do so. The Indemnified Party may elect to join in the defense of such claim and to employ counsel to assist it in connection with the handling of such claim, at the sole expense of the Indemnified Party, provided, however, that no such claim shall be settled, adjusted or compromised, or the defense thereof terminated by the Indemnified Party, without the prior consent of the Indemnifying Party (which consent shall not be reasonably withheld or delayed), and provided, further that no Indemnified Party may settle, compromise or consent to the entry of any judgment in any claim for which indemnification may be sought hereunder unless such settlement, compromise or consent also includes an express, unconditional release of the Indemnifying Party and its directors, officers, stockholders, employees and agents from all liabilities and obligations arising therefrom.

c. In the event that the Indemnifying Party does not notify the Indemnified Party within thirty (30) days that it will assume control of the defense of any such claim for which the Indemnified Party would be entitled to indemnification hereunder, then the Indemnified Party shall have the right to defend such claim at its own expense, and the Indemnifying Party shall cooperate as requested in such defense, at the expense of the Indemnified Party with respect to documented and reasonable out-of-pocket expenses incurred by the Indemnifying Party in the defense of the claim, provided, however, that no such claim shall be settled, adjusted or compromised, or the defense thereof terminated by the Indemnified Party, without the prior consent of the Indemnifying Party (which consent shall not be reasonably withheld or delayed), and provided, further, that no Indemnified Party may settle, compromise or consent to the entry of any judgment in any claim for which indemnification may be sought hereunder unless such settlement, compromise or consent also includes an express, unconditional release of the Indemnifying Party and its directors, officers, stockholders, employees and agents from all liabilities and obligations arising therefrom.

## 10. AGREEMENT PERSONAL

10.1 Personal to Licensee. In recognition of the unique nature of the relationship between Licensor and Licensee, the fact that Licensor would not be willing to enter into an agreement such as this Agreement with any other party in any other circumstances, and the unique nature of Licensee (including without limitation, the fact that part of Licensee was once owned by Licensor), the parties agree that the rights, obligations and benefits of this Agreement shall be personal to Licensee, and Licensor shall not be required to accept performance from, or render performance to, an entity other than Licensee. Pursuant to 11 U.S.C. Section 365(c)(1)(A) (as it

may be amended from time to time, and including any successor to such provision), in the event of the Bankruptcy of Licensee, this Agreement may not be assigned or assumed by Licensee (or any Successor) and Licensor shall be excused from rendering performance to, or accepting performance from, Licensee or any Successor.

10.2 Licensee Acknowledgment. Licensee acknowledges and agrees that it understands it may have, or, in the future, may elect to enter into, agreements with Licensor's Affiliates and that neither the execution or continuation nor the renewal of any of those agreements will have any effect on this Agreement and Licensee may choose to contract, or not, with Licensor's Affiliates as it deems appropriate.

## 11. RETENTION OF RIGHTS

11.1 Except as otherwise expressly provided in this Agreement, nothing in this Agreement shall be deemed or construed to limit in any way Licensor's rights in and to the Licensed Name or other intellectual property owned by Licensor as set forth herein, including without limitation:

- a. All rights of ownership in and to the Licensed Name or other intellectual property owned by Licensor as set forth herein, including the right to license or transfer the same.
- b. The unimpaired right to use the Licensed Name or other intellectual property owned by Licensor as set forth herein in connection with marketing, offering or providing any products or services (except for the particular products and services exclusively licensed under this Agreement, but only to the extent of such license) whether within or without the Licensed Territory.

## 12. SPONSORSHIP

12.1 Licensee shall not use the Licensed Name or other intellectual property owned by Licensor as set forth herein to sponsor, endorse, or claim affiliation with any event, meeting, charitable endeavor or any other undertaking (each, an "Event"), or a series of related Events, without the express written permission of Licensor. Licensor reserves the right to deny permission to any Event. In the event that Licensee desires to sponsor, endorse or claim affiliation with an Event, or a series of related Events, Licensee shall provide Licensor with at least twenty (20) business days prior written notice of such Event in reasonable detail. Any breach of this provision reasonably determined to have a material adverse effect on Licensor or the Licensed Name or other intellectual property owned by Licensor as set forth herein shall be deemed a Significant Breach by Licensee.

## 13. CONSENT OF LICENSOR

13.1 Except where another standard is expressly provided for herein, whenever reference is made to Licensor's consent or approval in this Agreement, such consent or approval may be

granted or withheld in Licensor's sole discretion and, if granted, may be done so conditionally or unconditionally.

#### 14. NOTICES

14.1 All notices, requests, demands or other communications required by, or otherwise with respect to, this Agreement shall be in writing and shall be deemed to have been duly given to any party when delivered personally (by courier service or otherwise), against receipt, when delivered by telecopy and confirmed by return telecopy, or three (3) days after being mailed by registered first-class mail, postage prepaid and return receipt requested in each case to the applicable addresses set forth below:

If to Licensee:

David Hart  
Paid 2 Save  
29835 Rose Blossom Dr  
Murrieta, CA 92563

If to Licensor:

HOTELS ETC., INC.  
910 Athens Highway, Suite K-214  
Loganville, Georgia 30052

or to such other address as such party shall have designated by notice so given to each other party.

#### 15. GOVERNMENTAL LICENSES, PERMITS AND APPROVALS

15.1 Licensee, at its expense, shall be responsible for obtaining and maintaining all approvals with respect to this Agreement, and for complying with any requirements of such regulatory authorities for the registration or recording of this Agreement. Licensee shall furnish to Licensor written evidence from such regulatory authorities of any such Approvals.

#### 16. APPLICABLE LAW

16.1 The construction, performance and interpretation of this Agreement shall be governed by the U.S. Trademark Act, 15 U.S.C. Section 1051 et seq., and the internal, substantive laws of the State of Georgia, without regard to its principles of conflicts of law. Except as otherwise provided herein, Licensor and Licensee hereby irrevocably submit to the exclusive jurisdiction of the Superior Court of Walton County, Georgia, or absent subject matter jurisdiction in that court, the state courts of the State of Georgia, for all actions, suits or proceedings arising in connection with this Agreement.

## 17. CONFIDENTIALITY OF INFORMATION AND USE RESTRICTION

17.1 The Quality Standards and other information furnished to Licensee under this Agreement and other confidential and proprietary information, know-how and trade secrets of Licensor that are disclosed or otherwise provided to Licensee in connection with this Agreement, shall remain the property of Licensor, and shall be returned to Licensor upon request and upon termination of this Agreement. Unless such information was previously known to Licensee free of any obligation to keep it confidential, or has been or is subsequently made public (a) by any person other than Licensee and Licensor is not attempting to limit further dissemination of such information, (b) by Licensor, or (c) by Licensee, as required by law (including securities laws) or to enforce its rights under this Agreement, it shall be held in confidence, and shall be used only for the purposes of this Agreement. All confidential and proprietary information, know-how and trade secrets of Licensee that are disclosed or otherwise provided to Licensor hereunder (including without limitation, during any Inspection) (collectively, "Licensee Information") shall remain the property of Licensee and shall be returned to Licensee upon request and upon termination of this Agreement. Unless such Licensee Information was previously known to Licensor free of any obligation to keep it confidential, or has been or is subsequently made public (a) by any person other than Licensor and Licensee is not attempting to limit further dissemination of such information, (b) by Licensee, or (c) by Licensor, as required by law (including securities law) or to enforce its rights under this Agreement, it shall be held in confidence and shall be used only for purposes of this Agreement.

## 18. MISCELLANEOUS

18.1 Entire Agreement. The provisions of this Agreement contain the entire agreement between the parties relating to use by Licensee of the Licensed Name and other intellectual property owned by Licensor as set forth herein, and supersede all prior agreements and understandings relating to the subject matter hereof. This Agreement shall be interpreted to achieve the objectives and intent of the parties as set forth in the text and factual recitals of the Agreement. It is specifically agreed that no evidence of discussions during the negotiation of the Agreement, or drafts written or exchanged, may be used in connection with the interpretation or construction of this Agreement. No rights are granted to use the Licensed Name except as specifically set forth in this Agreement. In the event of any conflict between the provisions of this Agreement and provisions in any other agreement involving Licensee, the provisions of this Agreement shall prevail.

18.2 Relationship of the Parties. This Agreement is not a franchise under federal or state law, does not create a partnership or joint venture, and shall not be deemed to constitute an assignment of any rights of Licensor to Licensee. Licensee is an independent contractor, not an agent or employee of Licensor, and Licensor is not liable for any acts or omissions by Licensee.

18.3 Modification. No provision of this Agreement may be modified, amended, waived, superseded, or discharged unless such modification, amendment, waiver, supersedure, or discharge is by written Agreement executed by the parties.

18.4 Assignment. Licensee may not assign, pledge, transfer or otherwise hypothecate this Agreement or any of its rights or obligations hereunder, and any purported assignment, pledge, transfer or other hypothecation, whether by operation of law or otherwise, shall be void and of no force or effect.

18.5 Specific Performance. The parties acknowledge that money damages are not an adequate remedy for violation of this Agreement and that any party may, in its sole discretion, apply to the court set forth herein for specific performance, or injunctive, or such other relief as such court may deem just and proper, in order to enforce this Agreement or prevent any violation hereof, and to the extent permitted by applicable law, each party waives any objection to the imposition of such relief.

18.6 Remedies Cumulative. All rights, powers and remedies provided under this Agreement, or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise or beginning of the exercise of any thereof by any party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such party.

18.7 No Waiver. The waiver of a breach of any term or provision of this Agreement, which must also be by written instrument executed by such party, shall not operate as or be construed to be a waiver of any other previous or subsequent breach of this Agreement. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver of said party to any of its rights hereunder. No failure of either party hereto to exercise any power or right granted hereunder, or to insist upon strict compliance with any obligation hereunder, and no custom or practice of the parties with regard to the terms of performance hereof, shall constitute a waiver of the rights of such party to demand full and exact compliance with the terms of this Agreement. No waiver by either party at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action.

18.8 Rules of Construction. As used in this Agreement, (1) neutral pronouns and any derivations thereof shall be deemed to include the feminine and masculine and all terms used in the singular shall be deemed to include the plural and vice versa, as the context may require; (2) the words "hereof," "herein," "hereunder" and other words of similar import refer to this Agreement as a whole, including all exhibits and schedules as the same may be amended or supplemented from time to time, and not to any subdivision of this Agreement; (3) the word

"including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it; and (4) descriptive headings and titles used in this Agreement are inserted for convenience of reference only and do not constitute a part of and shall not be utilized in interpreting this Agreement. This Agreement shall be fairly interpreted in accordance with its terms and without any strict construction in favor of or against any party.

18.9 Severability Clause. If any provision of the Agreement becomes or is found to be illegal or unenforceable for any reason, such clause or provision must first be modified to the extent necessary to make this Agreement legal and enforceable and then if necessary, severed from the remainder of the Agreement to allow the remainder of the Agreement to remain in full force and effect.

18.10 Survival. The parties agree that the representations, warranties, covenants and other agreements between the parties shall survive execution and termination of the Agreement. This Agreement shall bind and benefit the parties hereto and their heirs, successors, executors, administrators, assigns, and transferees.

18.11 No Third Party Beneficiaries. This Agreement is not intended to be for the benefit of and shall not be enforceable by any Person who is not a party and nothing in this Agreement, express or implied, is intended to or shall (1) confer on any Person other than the parties and their respective Successors any rights (including third-party beneficiary rights), remedies, obligations or liabilities under or by reason of this Agreement or (2) constitute the parties as partners or as participants in a joint venture. This Agreement shall not provide third parties with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to the terms of this Agreement and no third party shall have any right, independent of any right that exists irrespective of this Agreement, to bring any suit at law or equity for any matter governed by or subject to the provisions of this Agreement. No party hereto may assign this Agreement without the prior written consent of the other party signed by such other party's duly authorized representative, which consent may be given or withheld in the sole discretion of the applicable party whose consent is requested.

18.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies each signed by less than all, but together signed by all the parties hereto.

18.13 Signatures. By signing this document, the parties hereto warrant that they are entering into this Agreement by their own free will, free from coercion, duress, or any indicia of unconscionability or fraud, that this document represents a mutual meeting of the minds on all matters addressed herein, and that said signatories are authorized and legally qualified to enter into this contract and that the parties hereto agree to all terms contained herein, and that they have read and understood the document.

18.14 Further Assurances. Each party agrees to take such further action and execute, deliver and/or file such documents or instruments as are necessary to carry out the terms and purposes of this Agreement.

18.15 Applicable Law and Interpretation. The provisions of this Agreement shall be governed by, construed and enforced under the laws of the State of Georgia without giving effect to the principles of conflict of laws. In no event shall this Agreement be construed more strictly against or in favor of one party over another to this Agreement. This Agreement is executed jointly and freely and is the result of a negotiated bargain between the parties hereto or their agents, representatives, or counsel. Each party acknowledges that there has been sufficient opportunity to propose and negotiate changes to this Agreement, and that this Agreement, as executed, represents a mutual meeting of the minds between the parties hereto who are similarly situated for purposes of contract negotiation.

## 19. EXHIBITS

19.1 The Exhibits A, B, and C hereto attached shall be made a part of this License Agreement and shall be incorporated herein by reference.

## 20. TERMS AND CONDITIONS

### 20.1 LICENSE

In addition to the terms of this License Agreement as set forth herein, and in further consideration of the use of the Licensors Database by Licensee for the purposes and uses specified in the Agreement, Licensors hereby grants to Licensee a limited non-exclusive non transferable revocable license to use the Database for internal purposes by the Licensee. Licensee shall not and shall not have the right to sell, assign, transfer, rent, lease, sub-license, lend, give or make available to others or otherwise transfer or dispose of the Database in its present form or as converted or modified by Licensee or Licensors, or make the Database available in any manner for use by any subsidiary Establishment of Licensee or by any other person, or firm, or customer. Licensee shall not reverse, decompile, disassemble or otherwise reverse engineer the whole or part of the Database nor modify, adapt or translate the Database in any way nor merge the whole or part of the Database with any other Database. Licensee shall be prohibited from moving or relocating links in the Database and shall not alter any terms/conditions, discount codes, phone numbers, or addresses. Licensee shall not engage in the development or marketing of a product or system commercially competitive with the Database at any time during the License Period. Licensee shall not be permitted to use discount provider logos on its public site. The License granted during the Term of the Agreement attached hereto shall include all updates to the Database provided by Licensors. Licensee shall make corresponding updates within twenty-four (24) hours of receipt of such from Licensors.

By entering the Agreement attached hereto, and for so long as such Agreement remains between Licensors and Licensee, Licensee shall affix Licensors logo to the back of every membership



card issued by Licensee during the term of the Agreement.

## 20.2. PROPRIETARY RIGHTS AND CONFIDENTIALITY

The Database is a proprietary product of Licensor and is protected by copyright and intellectual property law and Licensor reserves all rights of ownership and copyright and all other intellectual property rights in any version of the Database in any format or any medium.

Licensee agrees that, during the term of this Agreement and thereafter, the Database including any versions modified by Licensor or Licensee for use by Licensee and all other material, information and documentation made available to it by Licensor under this Agreement which is not already in the public domain or already lawfully in Licensee's possession are and shall remain the exclusive property of Licensor and are proprietary, and Licensee further agrees during the term of this Agreement and thereafter to maintain in confidence and not to disclose to any person, firm or company and to use its best efforts to prevent and protect the Database and all parts thereof and all such other material, know-how information and documentation from disclosure by its agents or employees to any person, firm or company. Licensee shall use the Database and all information and documentation only for the purpose of this Agreement. Neither the Database nor any parts thereof shall be copied or reproduced by Licensee for any purpose outside the scope of this Agreement, nor shall they be made available for use by Licensee's customers or any other person, firm or company without the prior written consent of Licensor.

## 20.3. TERM

The duration of this Agreement shall be for the Period stated in the Agreement unless sooner terminated in accordance with the provisions of this Agreement.

## 20.4. TERMINATION

**(a)** In the event that Licensee makes any use of the Database outside the rights granted hereunder or breaches any of the other agreements contained herein, Licensor shall give written notice to Licensee and if such default has not been remedied within ten (10) days after such notice, Licensor may thereafter terminate this Agreement.

**(b)** Upon expiration or termination of this Agreement, the Database information in Licensee's possession shall promptly be deleted from any files of Licensee and the copies taken for back-up purposes promptly be destroyed, Licensee shall make no further use of the Database. Licensee agrees to provide to Licensor written confirmation of the deletion and destruction of all copies.

## 20.5. TITLE

Legal title to the Database and any modifications or enhancements thereto made by Licensor shall at all times be vested in Licensor and legal title to reproductions, converted versions or duplications of the Database and any other supporting documentation and information delivered to Licensee shall remain vested in Licensor and shall be returned to Licensor upon termination of this Agreement.

## 20.6. RESPONSIBILITY AND LIABILITY

(a) Licensee shall not make nor permit to be made any publication involving use and development of the Database without the prior written consent of the Licensor.

(b) Licensee agrees and acknowledges that it retains full control over the use of the Database and any modifications or enhancements thereof and, accordingly, that Licensee shall be solely responsible for any designs, systems, products or any use made of the Database.

(c) Licensor shall not be liable to the Licensee for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this License Agreement, the Database, its use or otherwise, except that which is unlawful to exclude.

(d) Licensor expressly excludes liability for consequential loss or damage which may arise in respect of the Database, its use, the system or in respect of other equipment or property, or for loss of profit, business revenue, and loss of contracts, goodwill or anticipated savings.

(e) Licensor accepts no liability for any design, system or use of any product resulting from the use of the Database and makes no warranty as to its completeness or accuracy nor that the Database is free of defects, error-free or is of a satisfactory quality.

(f) Notwithstanding the above, nothing herein shall be deemed to restrict or exclude any liability of the Licensor for death or personal injury to the extent only that the same arises as a result of the negligence of Licensor, its employees, servants, agents or authorized representatives.

#### 20.7. WARRANTY OF RIGHT TO LICENSE

Licensor hereby warrants that it has the right to license the Database to Licensee. To the best of the Licensor's knowledge and belief the use of the Database and any other information provided to the Licensee does not infringe any third party copyright or any other intellectual property.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed in duplicate originals by its duly authorized representatives as of the date first stated above.

[SIGNATURES ON NEXT PAGE]

Be sure to initial each page herein to become a legal Hotels Etc. agreement.

LICENSOR:

HOTELS ETC., INC.

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

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

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

Sworn to and subscribed before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

LICENSEE:

\_\_\_\_\_

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

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

Sworn to and subscribed before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

## **EXHIBIT "A"-LICENSE FEE**

Licensee shall pay Licensor a license fee for the use of Hotels Etc. database.

### **License Fee**

Licensee shall pay the licensor the sum of \$1.00 per member per month for the lease of the Hotels Etc directory which will contain the new travel club booking portal, entertainment, and the Hotels Etc., discount directory.

Licensee will be responsible to provide to Licensor on a monthly basis a report will contain all UUIDs associated with the platform. The UUIDs must be submitted to the corporate office on or before the 3<sup>rd</sup> of the following month. Each UUID will be counted as a member month and you will be invoiced. If in the event that Hotels Etc., builds and maintains website then Hotels Etc., will pull a monthly report to monitor said activity. Licensee understands that if in the event any authentication process is broken due to the moving of said data will result in broken links and possible fees to reinstate.

In the event the payment is 30 days delinquent it will be the decision of the licensor board of directors to offer a solution and fee of \$199 or to terminate this agreement.

### **Renewal License Fee**

Licensee shall pay Licensor the sum stated above if in the event the licensor and licensee elects to continue offering services to Licensee.

Licensee shall pay such amounts to Licensor, which shall be due and payable on a monthly basis beginning the date of this agreement.

This agreement is not finalized until all parties have signed a copy.

### **EXHIBIT “B” - TERRITORY**

The Licensee shall have permission to market said database globally as long as the platform reaches global.

### **EXHIBIT “C” - TERRITORY**

Licensor agrees to build a custom website for licensee. The cost of such development will be \$995 which will include custom website, video, and custom content and authentication setup. Details of website development will be release in an exhibit and attached to said agreement. Development time for website will range between 2-4 weeks.