

# **LICENSE AGREEMENT**

This License Agreement (this "Agreement") is made effective as of the date signed by the Licensee as indicated on page 2 and Business Interchange Group (BIG) at 120 Redwood Drive, Elizabethton, TN 37643.

In the Agreement, the party who is granting the right to use the licensed property will be referred to as "BIG", and the party who is receiving the right to use the licensed property will be referred to as "CLIENT".

The parties agree as follows:

**1. GRANT OF LICENSE - COPYRIGHT.** BIG owns the templates for the Consulting Fee Schedule Excel Workbook (*SmartPlan*<sup>TM</sup>) design, content and formats. In accordance with this Agreement, BIG grants CLIENT a **single**, non-exclusive license to use *SmartPlan*<sup>TM</sup>. BIG retains title and ownership of *SmartPlan*<sup>TM</sup>. CLIENT may not distribute *SmartPlan*<sup>TM</sup> to another individual or third party without the express written consent of BIG. In addition, the *SmartPlan*<sup>TM</sup> is copyright protected and it is forbidden to use any content or derivative of the content for sale or distribution to third parties.

**2. MODIFICATIONS.** CLIENT may modify or change *SmartPlan*<sup>TM</sup> in any manner whatsoever. CLIENT understands that if personal modifications are made, the result becomes a derivative and is governed by paragraph (1) above. Client further understands that future upgrades may not be compatible with CLIENT modifications.

**3. DEFAULTS.** If CLIENT fails to abide by the obligations of this Agreement, BIG shall have the option to cancel this Agreement by providing 10 days written notice to CLIENT. CLIENT shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated in the previous sentence, and if there are no other defaults during such time period.

**4. ARBITRATION.** All disputes under this Agreement that cannot be resolved by the parties shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. Either party may invoke this paragraph after providing 30 days written notice to the other party. All costs of arbitration shall be divided equally between the parties. Any award may be enforced by a court of law.

**5. WARRANTIES.** Neither party makes any warranties with respect to the use of *SmartPlan*<sup>TM</sup> by the other party or by any third party, and CLIENT accepts the product "AS IS." In no event will BIG be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the *SmartPlan*<sup>TM</sup>.

**6. TRANSFER OF RIGHTS.** This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement to any other party, unless the prior written consent of the other party is obtained.

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**7. TERMINATION.** This Agreement shall terminate automatically on December 31, 2029.

**8. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.


**9. AMENDMENT.** This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

**10. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**11. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**12. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Tennessee.

Licensors (BIG):  
Business Interchange Group

By:   
\_\_\_\_\_   
Merv Forney, Business Interchange Group

Licensee:  
Client Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_