

LICENSE AGREEMENT

This LICENSE AGREEMENT (this "Agreement") is made and entered into as of _____ (the "Effective Date"), by and between Client Stat, LLC ("Licensor"), a Limited Liability Company, having an address at 10411 Motor City Drive, Suite 750, Bethesda, MD 20817, and _____ ("Licensee"), having an address at _____, Licensor and Licensee, each a "Party" and together, the "Parties").

The Parties hereby agree as follows:

1. License Grants.

1.1 License Grant to Data. Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a perpetual, irrevocable, royalty-free, worldwide, non-exclusive right and license to access and use all data provided by Licensor regarding any detected or known learning management systems ("LMS") in production, co-production, or pilot at each university listed in the IPEDS data source with enrollments of greater than 500 full time students (individually and collectively, the "Data") for purposes or uses determined by Licensee in its sole discretion. Unless otherwise specified, the Data is made available for internal business operations only, specifically excluding any redistribution in any way such that the Data or any subset of the Data may be accessed by anyone other than the Licensee. In all cases, Licensor shall provide the Data to Licensee in an agreed upon file format which row-based matches using the IPEDS Unit ID. Licensor shall deliver all available Data to Licensee upon execution of this Agreement.

1.2 License Grant to Licensor Marks. Licensor grants to the Licensee, for the Term of this Agreement, a non-exclusive, royalty-free, worldwide right and license to use (1) the Licensor's corporate name and/or trade name, (2) the Licensor's corporate logo, and (3) the product name(s) of the Data (collectively, the "Licensor Licensed Marks"), in order to show that Licensee is a licensee of the Data and for use in connection with the Data. Notwithstanding the termination of this Agreement, Licensor hereby agrees that Licensee may continue using the Licensor Licensed Marks for internal business operations only following the termination of this Agreement in connection with the use of the Data.

1.3 Ownership of Data and Licensor Licensed Marks. Except for the license grants pursuant to Section 1 above, no title to or ownership of any portion of Data or the Licensor Licensed Marks is transferred pursuant to or by virtue of this Agreement and all rights and interest to the foregoing shall remain the sole and exclusive property and proprietary information of Licensor.

2. Confidentiality.

2.1 Nondisclosure and Nonuse. For the Term of this Agreement, and for a period of one (1) year after termination or expiration of this Agreement, each Party receiving Confidential Information (the "Receiving Party") from the disclosing Party (the "Disclosing Party"), including, but not limited to, materials containing Confidential Information, shall: (a) disclose such Confidential Information to only those directors, officers, employees, and agents of such Party (i) whose duties justify their need to know such information, and (ii) who have been clearly informed of their obligation to maintain the confidential, proprietary, and/or trade secret status of such Confidential Information; and (b) use such Confidential Information only for the Purpose set forth in this Agreement. Each Receiving Party shall treat Confidential Information as strictly confidential, and shall use the same care to prevent disclosure of such information as such Party uses with respect to its own confidential and proprietary information, which shall not be less than the care a reasonable person would use under similar circumstances. Notwithstanding the foregoing, this Section imposes no obligation upon the Receiving Party with respect to Confidential Information which it can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Receiving Party without an obligation to maintain its confidentiality prior to receipt from the Disclosing Party; (b) is or becomes generally known to the public without violation of this Agreement by the Receiving Party; (c) is obtained by the Receiving Party in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) is independently developed by the Receiving Party without the participation of individuals who have had access to the Confidential Information. Further, the Receiving Party may disclose Confidential information to the limited extent necessary to comply with the order of a court of competent jurisdiction or other governmental body or pursuant to applicable federal, state or local law, regulation, court order, or other legal process having authority over the Receiving Party, provided that the Receiving Party has first given written notice to the Disclosing Party of such disclosure requirement and, to the extent reasonably possible, has given the Disclosing Party an opportunity to contest such required disclosure at the Disclosing Party's expense. For purposes of this Agreement, "Confidential Information" means any and all non-public information which is disclosed by or on behalf of a Party or its affiliates, whether verbally, electronically, visually, or in a written or other tangible form, which is either identified as confidential or proprietary or

should be reasonably understood to be confidential or proprietary; provided, however, notwithstanding anything to the contrary in this Agreement, in no event shall Confidential Information be deemed to include any or all of the Data.

2.2 Notice. The Receiving Party will notify the Disclosing Party immediately in the event the Receiving Party learns of any unauthorized possession, use, or knowledge of the Confidential Information and/or materials containing Confidential Information and will cooperate with the Disclosing Party (at the Disclosing Party's cost and expense) in any litigation against any third persons necessary to protect the Disclosing Party's rights with respect to the Confidential Information and materials.

3. Term; Termination.

3.1 Term. The term of this Agreement shall commence as of the Effective Date and shall terminate one year thereafter (the "Term").

3.2 Termination. Either Party may, at its option, terminate this Agreement prior to the end of the Term if a material default by the other Party is not cured or waived within thirty (30) days after receipt of a written notice of the default.

3.3 Rights and Obligations upon Termination or Expiration. Upon termination or expiration of this Agreement, each Party shall turn over all Confidential Information and copies of marketing materials of the other Party and all documents or media containing any such Confidential Information and any and all copies or extracts thereof to the other Party, or, if appropriate, destroy, and attest to the destruction of, such Confidential Information. Notwithstanding the termination or expiration of this Agreement, the license grants to Licensee pursuant to Section 1 above shall survive in perpetuity and shall be irrevocable.

4. Fees and Payments.

4.1 Fees. In consideration for the rights and benefits granted by Licensor to Licensee under this Agreement, Licensee shall pay Licensor a total of \$1,499 upon the Effective Date. Payment is due in advance of delivery of data product referenced in Section 1. This product is not eligible for a refund for any reason once the data product is delivered by any means to Licensee.

4.2 Taxes. Licensor shall pay any and all sales, use and other taxes of any kind, including any GST, VAT and customs levies or charges, imposed or required in connection with this Agreement. In connection therewith, Licensor hereby agrees to indemnify and hold harmless Licensee from and against the amount of any tax, interest and penalties in the event that a given jurisdiction successfully asserts such tax in connection with the activities covered by this Agreement.

4.3 Costs and Expenses. Except for fees due to Licensor under this Agreement and/or as otherwise specifically agreed to by the Parties, each Party will be responsible for its own expenses incurred in rendering performance under this Agreement, including without limitation, the cost of facilities, work space, computers and computer time, development tools and platforms, utilities management, personnel and supplies.

5. Representation and Warranties

5.1 Representation and Warranties. Licensor represents and warrants that: (a) Licensor is and will be the sole author of all works employed by Licensor in preparing any and all Data; (b) Licensor has and will continue to have full and sufficient rights necessary to grant the rights and/or licenses in and to the Data pursuant to this Agreement; and (c) none of the Data infringes, and will not infringe, any patents, copyrights, trademarks, or other intellectual property rights (including trade secrets) or similar rights of any third party, nor has any claim of such infringement been threatened or asserted, nor is such a claim pending against Licensor; and (d) Licensor will comply with all applicable local, national and international laws, regulations or other provisions in all material respects in performing its obligations under this Agreement.

5.2 Warranty Disclaimer. Licensor DOES NOT warrant to Licensee that the Data will meet Licensee's requirements, and will operate error free and in combination with other software.

6. LIMITATIONS OF LIABILITY; INDEMNIFICATION.

6.1 Licensor Limitation of Liability. To the maximum extent permitted by applicable law, in no event shall Licensor be liable to Licensee, Licensee's users or any other third party for any indirect, consequential, special, incidental, punitive, or exemplary damages arising out of this Agreement or Licensee's use of the Data (including, but not limited to, damages for lost profits, loss of data, loss of privacy, loss of confidential or other information, business interruption, etc.). Licensor's cumulative liability, if any, to Licensee or any third party hereunder shall not exceed the total fees paid by Licensee.

7. Miscellaneous.

7.1 Relationship of the Parties. Each of the Parties hereto shall conduct the work to be performed hereunder as an independent contractor and not as an agent or employee of the other Party.

7.2 Severability. Should any term or provision of this Agreement be finally determined by a court of competent jurisdiction to be void, invalid, unenforceable, or contrary to law or equity, the offending term or provision shall be modified and limited (or if strictly necessary, deleted) only to the extent required to conform to the requirements of law and the remainder of this Agreement (or, as the case may be, the application of such provisions to other circumstances) shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law, and the Parties shall use their best efforts to substitute, for the offending provision, new terms having similar economic effect.

7.3 Governing Law. This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of the State of Maryland without reference to its conflicts of law provisions.

7.4 Remedies. The Parties agree that any breach of this Agreement would cause irreparable injury for which no adequate remedy at law exists; therefore, the Parties agree that equitable remedies, including without limitation, injunctive relief, and specific performance, are appropriate remedies to redress any breach or threatened breach of this Agreement, in addition to other remedies available to the Parties. All rights and remedies hereunder shall be cumulative, may be exercised singularly or concurrently, and shall not be deemed exclusive. If any legal action is brought to enforce any obligations hereunder, the prevailing Party shall be entitled to receive its legal fees, court costs, and other collection expenses, in addition to any other relief it may receive.

7.5 Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, other than any claim for equitable remedies hereunder, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All communications or negotiations related to or associated with such controversy, claim or arbitration will be considered Confidential Information under Section 2 of this Agreement.

7.6 Modification and Waiver. Any modification, amendment, supplement, or other change to this Agreement must be in writing and signed by a duly authorized representative of each of Licensor and Licensee. All waivers must be in writing. The failure of either Party to insist upon strict performance of any provision of this Agreement, or to exercise any right provided for herein, shall not be deemed to be a waiver of the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving Party to enforce any other provision or right herein.

7.7 Assignment. No right or obligation of Licensor under this Agreement may be assigned, delegated, or otherwise transferred, whether by agreement, operation of law, or otherwise, without the express prior written consent of Licensee, and any attempt to assign, delegate, or otherwise transfer any of Licensor rights or obligations hereunder, without such consent, shall be void. Licensee may assign its rights and obligations hereunder without the consent of Licensor. Subject to the provisions of this Section 7.7, this Agreement shall bind each Party and its permitted successors and assigns.

7.8 Notices. Any notice or communication permitted or required hereunder shall be in writing and shall be delivered in person or by courier or sent by facsimile, electronic mail, or overnight delivery by a reputable delivery services.

7.9 Construction; Counterparts. The headings herein will not be considered a part of this Agreement. This Agreement may be executed in several counterparts, all of which will constitute a single agreement. Facsimile signatures or electronic signatures shall be deemed original signatures.

7.10 Survival. Sections 1, 2, 3.3, 4.2, 5, 6, and 7 shall survive termination or expiration of this Agreement.

7.11 Entire Agreement. This Agreement hereto constitute the entire, full, and complete agreement between the Parties concerning the subject matter hereof, and they collectively supersede all prior agreements concerning the subject matter hereof.