

MONEY TREE LEAD SYSTEMS LICENSE AND SERVICES AGREEMENT GOLD

1) OVERVIEW.

Congratulations on your decision to implement MoneyTreeLeadSystems.com in your marketplace! “MoneyTreeLeadSystems.com” or “Licensor”, has developed the MoneyTreeLeadSystems.com online real estate marketing platform, which consists of proprietary computer software, content and services (the “Platform”), specifically with you in mind. _____ (hereinafter referred to as “Licensee”) wishes to license from MoneyTreeLeadSystems.com software and content of the Platform and use the services of the Platform under the terms and conditions of this License and Services Agreement (“Agreement”).

2) LICENSE.

For the duration of this Agreement, and in consideration of timely and full payment of the Set-up fee, License Fees and Expenses as defined herein, MoneyTreeLeadSystems.com grants to Licensee a non-exclusive, nontransferable license to access and use the Platform, including its software and content, pursuant to the terms of this Agreement (the “License”). The License may not be resold, leased, sublicensed or distributed, accessed or used by any other party or for any other purpose without Licensor’s prior written approval. No implied licenses are granted, and Licensor reserves all rights not expressly granted herein.

3) SERVICES.

As part of the Platform, MoneyTreeLeadSystems.com will also provide the following services (“Services”) for the duration of this Agreement and any renewals thereof:

a) MONEYTREELEADSYSTEMS.COM BROKER WEBSITE.

i) Website Overview. MoneyTreeLeadSystems.com will provide Licensee with a personalized version of the standard customer-facing MoneyTreeLeadSystems.com broker website. Licensee’s MoneyTreeLeadSystems.com website (the “Website”) is designed to be an independent, stand-alone website. The Services provided by Licensor to Licensee through the Website may allow Licensee to capture leads of homebuyers and sellers who are on the Internet. However, Licensee hereby acknowledges and agrees that Licensor makes no guarantee with respect to Licensee’s ability to capture such leads.

ii) Website Features. The Website will include:

- (1) Domain Name. Licensee may provide its own domain name for Licensor to add and use, or Licensee may use a domain name provided by Licensor. In addition, Licensor can forward site visitors from Licensee's alternate domain name(s). All domain names remain property of the then-current owner unless otherwise agreed upon.
- (2) Branding. Licensee's Website will be customized to reflect the existing corporate brand presence of Licensee using logos, taglines, headlines, photography, images, and language provided by Licensee. Licensee will choose from Licensor's library of prebuilt themes to compliment branding.
- (3) Customized Pages. MoneyTreeLeadSystems.com will integrate Licensee's custom content (the "Content") into Licensee's Website prior to launch, and may choose to offer additional integration after launch at Licensor's sole discretion.
- (4) MLS/IDX Integration. MoneyTreeLeadSystems.com will integrate Licensee's local Multiple Listing Service ("MLS") data feeds from Licensee's local MLS provider, into the Website. Licensee represents that Licensee is an owner/operator, broker or licensed agent with a brokerage under Licensee's own MLS/IDX account, and not a licensee of such an account from a third party. Licensee is responsible for providing Licensor access to the MLS data feeds, and is responsible for all third-party vendor set up fees and recurring service fees charged by the MLS/IDX provider in order for MoneyTreeLeadSystems.com to access the MLS data. All charges from the MLS data provider must be paid by Licensee. Licensee is also responsible for notifying MoneyTreeLeadSystems.com concerning any change to the data feed or MLS user agreement that may affect the functionality of the Website. Licensee agrees to do everything in its power to provide this information and comply with Licensor's MLS requests in a timely manner. Failure to do so may result in the termination of this Agreement at Licensor's sole discretion and a forfeiture of all monies paid to Licensor prior to termination.
- (5) Hosting. MoneyTreeLeadSystems.com will host Licensee's Website. While MoneyTreeLeadSystems.com will make every effort to prevent, as much as possible, interruptions or other technical problems to the Website, Licensor makes no warranty, express or implied that the Website will be completely free of interruption or will not be subject to other technical problems.

b) ONLINE MARKETING/ADVERTISING. MoneyTreeLeadSystems.com is responsible for the creation and management of an online advertising

campaign to drive targeted traffic to Licensee's Website. Licensee will provide the advertising budget, and MoneyTreeLeadSystems.com will monitor and manage the online ad spending in an attempt to maximize the amount of traffic to Licensee's Website. Ad sources may include, but are not limited to, pay-per-click search engine advertising on sites such as Google, MSN, Yahoo, Ask.com, and HomeGain. Portions of the online advertising budget may also be committed to other sources including banner ads, paid featured property listings, local media advertising, and/or any other targeted online advertising sources. Licensee shall determine, based on Licensor's input, the monthly budget it selects (the "Advertising Spend"). The Advertising Spend will be billed in advance by MoneyTreeLeadSystems.com, is non-refundable and shall be paid to third party advertisers.

- c) LEADS MANAGEMENT SYSTEM. All leads that are assigned to Licensee's User (hereinafter defined) are organized in the MoneyTreeLeadSystems.com user profile. Licensee's User may have password protected access to the Platform.
- d) TRAINING AND SUPPORT. MoneyTreeLeadSystems.com will provide a defined number of pre-launch group training sessions for Licensee's permitted User (hereinafter defined) to teach them how to use the Platform. Any additional training will be provided at the sole discretion of Licensor and may incur an additional charge.

4) LAUNCH DATE

Licensor and Licensee will work together to provision Licensee's use of the Platform. Licensee is responsible for delivery of the Content, MLS RETS feed and for the service of a Sponsor (if applicable) by no later than Sixty (60) days after this Agreement has been executed by all parties. MoneyTreeLeadSystems.com and Licensee agree to work together expeditiously to complete the provisioning by no later than forty-five (45) days after such delivery. Licensee's failure to perform under this section shall constitute a material breach, and may result in early termination of this Agreement and forfeiture of any monies paid.

5) LICENSEE'S USER

Licensee may permit up to one broker, agent, lender or Sponsor (collectively, "User") to use the Platform pursuant to this Agreement. Licensee must be on the Platinum Team Platform if additional User rights are needed for the Platform. Licensee is responsible for all use by its User and by anyone using a password provided to Licensee.

6) FEES AND EXPENSES

Licensee shall pay to Licensor a non-refundable monthly service license fee (the "License Fee") and a non-refundable setup fee in the amount set forth below. The setup fee is due upon execution of this Agreement.

- a) **SOFTWARE LICENSE & SERVICE FEES.** Licensee agrees to pay MoneyTreeLeadSystems.com the following fees: (i) a one-time non-refundable setup fee of \$997.00 - \$1,497.00 and (ii) a non-refundable License Fee of \$997.00 - \$1,497.00 per month throughout the Term (hereinafter defined) of the Agreement, commencing on the launch date of the Website and cancellable at any time by Licensee with 90-days' notice, or three billing cycles, whichever is greater, to Licensor. The only acceptable method of requesting a cancellation by Licensee is by utilizing the Cancel My Account option on the support page of the Platform. In the event the Platform has been disabled due to late payment or any other reason, notice of cancellation can be made via email addressed to the Member Services Manager of MoneyTreeLeadSystems.com. Renewal, if applicable, will be at the MoneyTreeLeadSystems.com market rate at the time of renewal.
- b) **EXPENSES.** Licensee shall reimburse MoneyTreeLeadSystems.com for all out-of-pocket expenses incurred by Licensor in association with the Services provided under this Agreement, including without limitation, MLS and advertising fees (collectively, "Expenses").
- c) **ADVERTISING SPEND.** Licensee shall determine, based on Licensor's input, the monthly budget it selects (the "Advertising Spend"). The Advertising Spend will be billed in advance by MoneyTreeLeadSystems.com, is non-refundable and shall be paid to third parties.
- d) **TERRITORIES.** Licensee may, at Licensor's sole discretion, purchase territories, or predetermined areas, in increments of a half-mile radius from Licensee's office address at the time of execution of this Agreement for a monthly fee of \$500.00. Alternatively, and at Licensor's sole discretion, Licensee may block out one (1) designated competitor in its MLS and market for a monthly fee of \$500.00. Either or both options may be purchased in one (1) or more increments upon written request of Licensee. Each request is subject to availability, acknowledgement of written request by Licensor and may be denied at Licensor's sole discretion.
- e) **DISCRETIONARY FEES.** In addition to the aforementioned fees and Expenses, Licensee may choose to purchase dialer minutes to utilize the dialer function of the Platform. Minutes are purchased in advance and any monies paid are non-refundable.
- f) **AUTOMATIC BILLING.** Licensee will provide a credit card for automatic billing of License Fees for each month throughout the Term of this Agreement. The credit card will be charged every thirty (30) days beginning on the day that the Website goes live. The License Fee and Marketing Spend are recurring and are due even in the absence of an invoice from Licensor. Licensee shall be responsible for the payment of any applicable sales, use taxes, value

added or similar taxes payable with respect to Service, or arising out of or in connection with this agreement. In the event Licensor pays any such taxes on behalf of Licensee, Licensee shall reimburse Licensor for such taxes, including any penalties and interest, as well as any costs associated with the collection or withholding thereof.

- g) **LENDER OR OTHER SPONSOR PAYMENT.** In the event Licensee adds a lender or other sponsor (collectively "Sponsor") to contribute to the cost of the System, Licensee shall remain responsible for the timely payments as required by this Agreement. Licensor will set up the recurring billing to reflect the Sponsor paying its agreed upon amount of the fees and, if Licensor is successful obtaining said payment, Licensee will only be responsible for the remainder of the required monthly fees. However, if Licensor is unable to collect on the scheduled payment with Sponsor, Licensee will be charged for the full amount of fees due that month.
- h) **LATE PAYMENT OR NON-PAYMENT.** Any payment that is not made when due shall, in addition to all other remedies available to Licensor, bear interest at a rate of one percent (1%) per month, or the maximum rate permitted by law, whichever is more, for the number of days such payment is delinquent. In addition, Licensor has the right to suspend access to the Platform by all users assigned by Licensee. If any charge is declined or charged back for any reason whatsoever, Licensor may terminate this Agreement immediately upon notice to Licensee.

7) INTELLECTUAL PROPERTY.

Subject to the rights granted in this Agreement, Licensor retains all right, title and interest in and to the Services, all underlying technology, software and other intellectual property incorporated in and/or used to deliver the Service, all modifications, enhancements and improvements of and all derivative works based upon the foregoing, any and all methods, business rules, algorithms, discoveries, inventions, materials, ideas and other work product that is conceived, originated, prepared or reduced to practice by Licensor in connection with the Services or any other services provided by Licensor hereunder, the look and feel of Licensor's Website (including the trade dress thereof), and all related tangible and intangible property rights in the foregoing items. This Agreement does not constitute a sale and does not convey to Licensee any rights of ownership.

8) LIMITATION OF LIABILITY.

Under no circumstances shall MoneyTreeLeadSystems.com be liable for any indirect, punitive, incidental, special, consequential or other damages (other than direct damages) that result from the content of, use of, or inability to use the platform, website, services or any other MoneyTreeLeadSystems.com work product. This limitation applies whether the alleged liability is based on

contract, tort (including, but not limited to, negligence), infringement, or any other basis, even if MoneyTreeLeadSystems.com has been advised of the possibility of such liability. With respect to direct damages, Licensee's remedy is limited to one of the following: a refund of Licensee's most recent two (2) months' payments of the License Fee, or repair/replacement of the Website or Platform, at Licensor's discretion. These disclaimers and limitations apply to the fullest extent permitted by law.

9) INDEMNIFICATION.

Licensee shall defend, indemnify, save and hold harmless MoneyTreeLeadSystems.com (including the officers, directors, employees, members, owners, contractors, representatives, successors and assigns of MoneyTreeLeadSystems.com) from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees, that arise from or are related to (i) Licensee's or its Users' use of the MoneyTreeLeadSystems.com Platform, Website and/or Services; (ii) breach of this Agreement by Licensee (including its Users); (iii) injury to person or property caused by any products or services sold or otherwise distributed by Licensee through the Website or Platform; and (iv) Licensee's failure to comply with any and all applicable MLS regulations, particularly with respect to such regulations that are State-specific.

10) CONFIDENTIALITY.

a) CONFIDENTIAL INFORMATION. For purposes of this Agreement, the term "Confidential Information" means any information disclosed to a party ("Recipient") or its representatives, counsel, shareholders, directors, officers, employees, agents or consultants ("Representatives"), by the other party (the "Disclosing Party") or its Representatives, including without limitation, the Disclosing Party's financial information, services, products, processes, operations, technology, trade secrets, software, intellectual property, analysis, strategies, concepts, ideas, and identifying information of the Disclosing Party's existing or potential customers or employees, or any information derived from any of the foregoing. Confidential Information also includes all information in the password protected areas of the Platform, including without limitation the leads management information and system.

b) EXCEPTIONS TO CONFIDENTIAL INFORMATION. Confidential Information shall not include any information which (i) is or becomes available to the public other than as the consequence of a breach of any obligation of confidentiality; (ii) is actually known to or in the possession of Recipient without any limitation on use or disclosure prior to receipt from the Disclosing Party; (iii) rightfully received from a third party in possession of such information who is not under obligation to the Disclosing Party not to disclose the information; or (iv) is independently developed by Recipient or its Representatives without access to the Confidential Information. In addition,

aggregate or specific data concerning third party visitors to the Website, including potential homebuyers, is not Confidential Information.

- c) **NON-DISCLOSURE / NON-USE OF CONFIDENTIAL INFORMATION.** Recipient and its Representatives shall hold in strict confidence and trust all Confidential Information, and shall not disclose, sell, rent or otherwise provide or transfer, directly or indirectly, any Confidential Information or anything related to the Confidential information to any person or entity ("Person") without the prior written consent of the Disclosing Party. Notwithstanding the preceding sentence, Recipient may disclose Confidential Information to its Representatives who need to know such information to enable Recipient to perform its obligations hereunder and who agree to be bound by the terms of this Agreement. Recipient and its' Representatives shall use the Confidential Information only in connection with the performance of its obligations hereunder. Recipient shall require any of its Representatives who obtain the Confidential Information to comply with this Agreement and shall be responsible for any breach of this Agreement by such Representatives. Licensee understands and agrees that disclosure of MoneyTreeLeadSystems.com's Confidential Information, such as information in password protected areas of the Platform, is prohibited and could cause significant harm to MoneyTreeLeadSystems.com. In addition to any other remedies available to MoneyTreeLeadSystems.com, it is agreed that MoneyTreeLeadSystems.com may obtain preliminary and permanent injunctive relief in the event of wrongful or threatened disclosure or use of its Confidential Information.
- d) **COMPELLED DISCLOSURE.** Notwithstanding the foregoing, Recipient shall be permitted to disclose Confidential information pursuant to a court order, search warrant or any other legal requirement of disclosure if no suitable protective order or equivalent remedy is available provided that, if not legally prohibited, Recipient gives the Disclosing Party written notice of such order or legal requirement of disclosure immediately upon knowledge thereof and allows the Disclosing Party a reasonable opportunity to seek to obtain a protective order, and further provided that Recipient shall furnish only that portion of the Confidential Information which is legally required.
- e) **RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION.** Upon expiration or termination of this of this Agreement or upon the earlier written request of the Disclosing Party, Recipient shall promptly return to the Disclosing Party, or at the Disclosing Party's option, destroy all Confidential Information received by Recipient or its Representatives from or on behalf of the Disclosing Party, including any originals and all copies of the Confidential Information, summaries or synopses thereof prepared by Recipient or its Representatives.

11) TERM AND TERMINATION.

- a) TERM. The “Term” of this Agreement shall commence on the date of full execution of the Agreement by both parties (the “Execution Date”) and shall continue until the termination pursuant to Section 11.b herein.
- b) TERMINATION. Either party may terminate this Agreement at any time and for any reason by providing 90 days’ notice, as herein defined, to the other party. In the event of Licensor giving termination notice, Licensor will deliver to Licensee’s designated representative via electronic mail, its intent to cancel.
- c) EVENT OF DEFAULT. Either party may terminate this Agreement at any time due to an Event of Default by the other party. For the purposes of this Agreement, an “Event of Default” shall mean the following (i) infringement of any copyright, trademark, patent, intellectual property or other proprietary right of a party to this Agreement where such infringement is not remedied within ten (10) days of a demand notice thereto; (ii) insolvency or inability of a party to pay its debts as they become due, appointment of a receiver for all or substantially all of the party’s assets, making of any voluntary arrangement to the party’s creditors, or liquidation or bankruptcy; (iii) breach of any representation or warranty made in this Agreement; (iv) failure to pay or failure to timely deliver the Content, or (v) any other material breach of any provision of this Agreement which cannot be or is not cured by the breaching party after the party has been given notice of the breach and ten (10) calendar days after notice to cure the breach.
- d) EFFECT OF TERMINATION.
 - i) All licenses granted hereunder shall terminate upon the expiration, cancellation, or other termination of this Agreement. Upon termination of the License, Licensee shall have no further right to access or use the Website, Platform, or other property of MoneyTreeLeadSystems.com.
 - ii) In the event that MoneyTreeLeadSystems.com terminates this Agreement pursuant to an Event of Default relating to failure by Licensee to timely deliver the Content and enlist the services of a preferred lender (if applicable), any initial and or set up fee will be forfeited. If Licensee does not pay a setup fee, then Licensee shall pay MoneyTreeLeadSystems.com, at Licensor’s then current standard hourly rate, for all the work performed by MoneyTreeLeadSystems.com under the Agreement up until the date of termination.
 - iii) In no event shall Licensee be entitled to a chargeback via its credit card company or bank, even if Licensee rightfully cancels this Agreement. Licensee shall only be entitled to a potential Refund as described in an addendum to this Agreement, if applicable and signed by both parties. In the event that Licensee requests a chargeback from its credit card

company or bank, Licensor shall be entitled to recovery of all costs related to the collection of such funds.

12) GENERAL / MISCELANNEOUS.

- a) MISCELLANEOUS. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior agreements or understandings between the parties, whether written or oral. This Agreement may not be amended except in a writing signed by both parties. This Agreement shall be binding upon, and inure to the benefit of, Licensee and MoneyTreeLeadSystems.com and their respective heirs, successors, assigns, and legal representatives, including but not limited to any successors to the business of MoneyTreeLeadSystems.com. This Agreement shall be construed, interpreted and enforced according to Missouri law, without regard to conflicts of laws principles. The parties agree that the state and federal courts within Springfield, Missouri, shall have exclusive venue and jurisdiction over all disputes arising out of or relating to this Agreement, including the formation hereof. No failure or delay by any party in this Agreement to enforce any right specified in this Agreement will operate as a waiver of such right, nor will any single or partial exercise of a right preclude any further or later enforcement of the right. All forms attached hereto are incorporated herein by reference. The terms of this Agreement are applicable to all such attachments. In the event of a conflict between the terms of this Agreement and of any attachments, the terms of the attachments shall apply if fully executed by both parties. The provisions of this section shall survive the termination of this Agreement but shall not extend any statutory limitation period. This Agreement may be executed in counterparts, each of which shall be deemed as original.
- b) ASSIGNMENT. Licensee may not assign any of its rights or obligations hereunder without the prior written consent of Licensor, and any purported assignment without such consent shall be null and void. In addition, in the event of a change of control affecting Licensee, Licensor's consent may be contingent upon an increase in License Fees commensurate with any expanded use of the Services and/or Website.
- c) WAIVER. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
- d) REFERENCES. During the Term, Licensee agrees to allow Licensor to refer to Licensee as a customer of the Service in Licensor's marketing materials.
- e) COMPLIANCE WITH LAWS. Each party agrees to comply with all applicable laws, rules and regulations, including any Internet regulation or policies and applicable export laws, in its performance under this Agreement.

- f) NOTICES. Licensors may give notice by electronic mail, facsimile or first class mail to Licensee's designated contact. Licensee may give notice to Licensor by electronic mail, facsimile, certified mail, or courier service so long as receipt by Licensor can be confirmed. Notices may be sent to the addresses specified by either party. A party may change its address for notices from time to time by providing notice to the other party pursuant to this section.
- g) SEVERABILITY. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions will remain in full force and effect. No amendment or waiver of this Agreement shall be effective unless in writing and signed by both parties.
- h) NON-SOLICITATION. Licensee agrees that it shall neither directly nor indirectly solicit to hire, or hire, or in the case of contractors contract the services of, any employees or contractors of Licensor, during the Term of this Agreement or for a period of one-year thereafter. Any violation of this non-solicitation obligation shall require a payment by Licensee to Licensor hereunder of liquidated damages in the amount of the annual salary of the solicited or hired employee or contractor. In addition, Licensee shall not interfere in any way with the contracts between Licensor and its contractors.
- i) RELATIONSHIP OF THE PARTIES. Neither party is a partner, joint venture partner, nor agent of the other, and neither party has the authority or ability to bind the other party.
- j) FORCE MAJEURE. Neither party shall be liable for non-performance or delay in performance (other than of payment or confidentiality obligations) caused by any event reasonably beyond the control of such party including, but not limited to, wars, acts of terrorism, hostilities, revolutions, riots, civil commotion, national emergency, strikes, lockouts or other labor disputes or shortages or inability to obtain material or equipment, unavailability of supplies, compliance with laws or regulation (including, without limitation, those related to infringement), epidemics, fire, flood, earthquake, force of nature, explosion, embargo, regulation, ordinance or their act or order of any court, government or government agency.
- k) CONSTRUCTION. This Agreement shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the party drafting this Agreement in construing or interpreting the provisions hereof.
- l) COUNTERPARTS. The Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and together shall constitute one and the same instrument. The Agreement may be executed by facsimile or

electronic signature and facsimile or electronic signatures shall be fully binding and effective for all purposes and shall be given the same effect as original signatures.

Accepted by:
MoneyTreeLeadSystems, LLC
"Licensor"

"Licensee"

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

MLS Provider: _____

MLS Phone Number : _____