

DOCUMENT PACK LICENSE AGREEMENT

This License Agreement (hereinafter called "Agreement"), to be effective as of the purchase date (hereinafter called "Effective Date"), is by and between Pivrotto Resource Group, LLC, a Pennsylvania limited liability company, having its principal place of business at 1140 Thorn Run Road, Coraopolis, PA 15108 ("PRG"), and Purchaser (hereinafter called "Professional").

WITNESSETH:

WHEREAS, PRG is the owner of the all Intellectual Property, as defined below, contained in the Content, as defined below;

WHEREAS, PRG is willing to grant to Professional a non-exclusive, non-transferable limited license and right to use the Intellectual Property contained in the Content on the terms set forth herein; and

WHEREAS, Professional desires to obtain said license and right to the Content on the terms set forth herein.

NOW, THEREFORE, with the intent to be legally bound, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto expressly agree as follows:

1. DEFINITIONS.

1.1 The term "Content" shall mean all documents, presentations and other materials created by PRG including without limitation, forms and worksheets, checklists and templates, marketing material, slide presentations, and other materials made available to the Professional as a part of document pack Product purchase rendered by PRG.

1.2 The term "Intellectual Property" shall mean and (a) copyrights and moral rights, (b) service marks or trademarks and trade name rights, (c) trade secrets and (d) all other intellectual property of every kind and nature throughout the universe and however designated, whether arising by operation of law, contract, license or otherwise.

1.3 The term "Parties" shall mean the Professional and PRG.

2. GRANT OF LICENSE.

2.1 PRG hereby grants Professional a non-exclusive, non-transferable, single-user, limited right and license to (i) use the Intellectual Property contained in the Content in connection with plan sponsor services provided by the Professional, (ii) create derivative works based on the Content, and (iii) use any derivative work created based on the Content in connection with plan sponsor services provided by the Professional.

3. TERM.

3.1 The term of this Agreement begins on the Agreement Effective Date will continue indefinitely except for termination for breach or according to the terms and conditions of this Agreement.

4. PAYMENTS.

4.1 As consideration for the rights conveyed by PRG under this Agreement, Professional shall pay or have paid on Professional's behalf a license fee of \$ 497.00 upon execution of this Agreement to PRG ("License Fee").

4.2 **No Refund or Updates.** Licensee understands that no refund shall be given for any and all fees paid for the Product. Licensee also understands that it shall not receive any updates or enhancements to the Product from PRG once the Product is delivered to Licensee.

5. **INTELLECTUAL PROPERTY INFRINGEMENT.**

5.1 Professional shall promptly inform the other of any suspected infringement of any Intellectual Property Rights in the Content by a third party, and with respect to such activities as are suspected. PRG shall have the right, but not the obligation, to prosecute at its own expense any such claim. All recoveries, whether by judgment, award, decree or settlement, from infringement or misuse of Content shall be recovered by PRG.

5.2 PRG shall not be liable for any losses incurred as the result of an action for infringement brought against Professional as the result of Professional's exercise of any right granted under this Agreement. The decision to defend or not defend or to settle any claim shall be in PRG's sole discretion.

6. **ASSIGNABILITY.**

This Agreement shall be binding upon and shall inure to the benefit of PRG and its assigns and successors in interest, and shall be binding upon and shall inure to the benefit of Professional, but shall not otherwise be assignable or assigned by Professional without prior written approval by PRG.

7. **GOVERNING LAW.**

This Agreement shall be deemed to be subject to, and have been made under, and shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

8. **CONFIDENTIALITY.**

Professional agrees to maintain the Content in confidence, and to use the same only in accordance with this Agreement. Such obligation of confidentiality shall not apply to information which Professional can demonstrate: (i) was at the time of disclosure in the public domain; (ii) has come into the public domain after disclosure through no fault of Professional; (iii) was known to Professional prior to disclosure thereof by PRG; (iv) was lawfully disclosed to Professional by a third party which was not under an obligation of confidence to PRG with respect thereto; (v) which Professional can reasonably demonstrate was independently developed by Professional without use of the Content; or (vi) which Professional shall be compelled to disclose by law or legal process. The foregoing obligation of confidentiality shall survive termination of this Agreement.

9. **INDEMNITY.**

Each Party shall notify the other of any claim, lawsuit or other proceeding related to the Content. Subject to the following sentence, Professional agrees that it will defend, indemnify and hold harmless PRG, its employees, and agents and each of them (the "Indemnified Parties"), from and against any and all claims, causes of action, lawsuits or other proceedings filed or otherwise instituted against any of the Indemnified Parties related directly or indirectly to or arising out of the use by any person or party of the Content or any other embodiment or derivative work of the Content even though such claims, causes of action, lawsuits or other proceedings and the costs (including attorneys' fees) related thereto result in whole or in part from the negligence of any of the Indemnified Parties. Professional will also assume responsibility for all costs and expenses related to such claims and lawsuits for which it is obligated to indemnify the Indemnified Parties pursuant to this Section, including, but not limited to, the payment of all reasonable attorneys' fees and costs of litigation or other defense.

10. **DISCLAIMER OF WARRANTY.**

PRG MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES THAT THE CONTENT IS OR SHALL BE FREE FROM INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PARTIES.

11. NON-WAIVER.

The Parties covenant and agree that if a Party fails or neglects for any reason to take advantage of any of the terms provided for the termination of this Agreement or if a Party, having the right to declare this Agreement terminated, shall fail to do so, any such failure or neglect by such Party shall not be a waiver or be deemed or be construed to be a waiver of any cause for the termination of this Agreement subsequently arising, or as a waiver of any of the terms, covenants or conditions of this Agreement or of the performance thereof. None of the terms, covenants and conditions of this Agreement may be waived by a Party except by its written consent.

12. FORCE MAJEURE.

No liability hereunder shall result to a Party by reason of delay in performance caused by force majeure, that is circumstances beyond the reasonable control of the Party, including, without limitation, acts of God, fire, flood, war, civil unrest, labor unrest, or shortage of or inability to obtain material as equipment.

13. ENTIRE AGREEMENT.

The terms and conditions herein constitute the entire agreement between the Parties and shall supersede all previous agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof. No agreement of understanding bearing on this Agreement shall be binding upon either Party hereto unless it shall be in writing and signed by the duly authorized officer or representative of each of the Parties and shall expressly refer to this Agreement.