

LICENSING AGREEMENT

This Licensing Agreement (this "Agreement") is made as of between My Campus Max, LLC and purchaser of MCM Coaching Business License. Each of Licensor and Licensee may be referred to in this Agreement individually as a "Party" and collectively as the "Parties." "Affiliate" shall mean an entity controlled by, under common control with, or controlling Licensee, where control is denoted as having fifty percent (50%) or more of the voting power (or equivalent) of the applicable legal entity

WHEREAS, Licensor owns the items of intellectual property defined below as Licensed IP, and Licensee desires to obtain the right and license to use the Licensed IP upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in this Agreement, and for other good, valuable, and legal consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. License. Licensor hereby grants to Licensee a non-exclusive, non-transferrable, non-assignable, royalty-bearing license to reproduce, distribute, publicly display, publicly perform, and otherwise use the following items of intellectual property:

- (a) The www.mycollegemax.com online tool to provide one (1) client only per one (1) client login code, with no limit of client login codes the licensee can purchase, coaching services.
- (b) Access to the member side of www.mcmforcoaches.com and all its tools solely for your MCM Coaching business use.

Nothing herein obligates Licensee to exercise the rights granted in this Agreement.

2. Exclusion of All Other Rights. Except as expressly provided in this Agreement, Licensee is granted no other rights or licenses whatsoever in or to the Licensed IP or any of Licensor's other products, services or other intellectual, proprietary, or personal rights. Licensor reserves all rights and licenses not expressly granted in this Agreement. In particular, nothing in this Agreement conveys to Licensee the legal title to any Licensed IP.

3. Consideration. As consideration for the license granted and described in this Agreement, Licensee shall pay to Licensor the following fees and/or royalties:

Description of Payment	Payment Due Date	Payment Amount
Initial License	Upon initiation	\$1,250
Annual Renewal	Due on License Anniversary	\$900

Payment shall be made within 10 days of the due date. In the event any payment due to Licensor is collected at law or through an attorney-at-law, or under advice therefrom, or through a collection agency, Licensee agrees to pay all costs of collection, including, without limitation, all court costs and reasonable attorney's fees.

4. Right to Sublicense. Licensee has no right to grant sublicenses to any third party unless Licensor provides its approval in writing. Any approved sublicense is subordinate to, and must conform to the terms and conditions of this Agreement, and will not include the right to grant further sublicenses.

5. Prohibited. Licensee is prohibited from allowing other individuals from using license, purchased user ids, or any other licensed IP.

6. Copies. Licensee shall not make copies of the Licensed IP except as expressly approved by Licensor. For any authorized copy made of the Licensed IP, Licensee must accurately reproduce the Licensed IP with the proper notices as directed by Licensor from time to time.

7. Intellectual Property Notice and Markings. In no event may Licensee remove any copyright or intellectual property notice, proprietary legend, trademark or service mark from any materials. Licensor may require an appropriate legal notice or legend, as required by law or established by Licensor, be placed on all products, packaging and promotional materials.

8. Quality Control. Licensee agrees that any use of the trademarks included in the Licensed IP must comply with all quality control standards and usage guidelines as may be reasonably established by Licensor, and must generally conform with good trademark usage. Licensor may reasonably request that Licensee deliver representative samples of any products or materials containing the Licensed IP to ensure all quality control standards and usage guidelines are being maintained and adhered to.

9. Ownership of Licensed IP. Licensee agrees that, subject to the rights and licenses granted herein, Licensor is, and will remain, the sole and exclusive owner of all right, title, and interest, throughout the world, to all Licensed IP and any copies of the Licensed IP, whether made by, or on behalf of, Licensor or Licensee.

10. Confidential Information. "Confidential Information" shall include any confidential and proprietary information developed or acquired by Licensor including, but not limited to, technical and non-technical data, formulas, patterns, source and object codes, compilations, devices, methods, techniques, drawings, processes, trade secrets, copyrights, know-how, ideas, concepts, customer lists, pricing structure, sales information, business records and plans, and other intellectual property related to the Licensed IP and/or Licensor. Licensee agrees to hold any Confidential Information of Licensor obtained in the transactions contemplated by this Agreement in the strictest confidence, and to not permit unauthorized access to or unauthorized use, disclosure, publication or dissemination of Confidential Information, except in conformity with this Agreement. Licensee will comply with all laws and regulations that apply to the use, transmission, storage, disclosure or destruction of Confidential Information. Licensee shall ensure that its employees, agents, representatives, and contractors are advised of the Confidential Information and are precluded from taking any action prohibited under this Agreement. Ownership of the Confidential Information shall remain solely with the Licensor.

11. Exceptions to Confidential Information. Confidential information shall not include information that (a) is or becomes publicly known and available through no fault of Licensee; (2) is or was lawfully obtained from a third party that has the right to make such a disclosure; (3) is disclosed with the Licensor's prior written permission and approval; (4) is independently developed Licensee without the use and benefit of any of the Confidential Information; or (5) is required to be disclosed by operation of law.

12. Survival of Confidential Information. The obligation of confidentiality will extend for a period of three (3) years after the termination of this Agreement.

12. Licensee's Diligence. Licensee will cooperate to diligently protect the Licensed IP. Licensee agrees to promptly notify Licensor in writing of any unauthorized use, infringement, misappropriation, dilution, or other violation or infringement of the Licensed IP of which Licensee becomes aware.

13. Legal Action. Licensor will maintain sole control and discretion over the prosecution and maintenance with respect to all rights, including all intellectual property rights to the Licensed IP. Licensor will have the primary right, but not the obligation, to bring and control any litigation, enforcement action, proceeding, or other legal action (collectively, the "Action") against any unauthorized use, infringement, misappropriation, dilution or other violation of the Licensed IP. Licensee agrees to cooperate with Licensor in any Action that Licensor may undertake to protect the Licensed IP, and upon Licensor's request, Licensee will execute, file, and deliver all documents and proof necessary for that purpose, including being named as a party to the Action as required by law. Licensor will be entitled to retain the entirety of any award arising from any Action. Licensee may participate and be represented in any Action by its own counsel at its own expense. Licensee will have no claim of any kind against Licensor based on, or arising out of Licensor's handling of, or decisions concerning, any Action, settlement or compromise.

14. Mutual Representations and Warranties. Each Party represents and warrants that: (a) it has the power and authority to enter into this Agreement, and the execution, delivery, and performance of this Agreement and the transactions and other documents contemplated have been authorized by the Parties; and (b) this Agreement has been executed and delivered by each Party, and constitutes a legal, valid, and binding obligation of the Party, fully enforceable against the Party in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, and similar laws of general applicability relating to or affecting creditors' rights, and general equity principles.

15. Licensor's Representations and Warranties. Licensor represents and warrants that: (a) Licensor owns and/or controls the rights granted to Licensee in this Agreement and Licensor has the right to grant such rights and to enter into this Agreement; (b) to the best of its knowledge the Licensed IP does not infringe upon or violate (i) any copyright, patent, trademark, or other proprietary right of a third party or (ii) any applicable law, regulation, or non-proprietary right of a third party; and (c) Licensor has no knowledge of any claim which, if sustained, would be contrary to Licensor's warranties, representations, and obligations contained in this Agreement.

16. No Warranties. Licensee acknowledges that: (a) Licensor is providing Licensed IP to Licensee on an "AS IS" basis without warranty of any kind; (b) Licensor has not prepared or modified the Licensed IP to meet any specific requirements or specifications of the Licensee; (c) Licensor makes no representations or warranties as to value, use, sale or other exploitation of the Licensed IP by the Licensor or any third party.

17. Laws and Regulations. Licensee represents and warrants that Licensee will comply, and ensure its Affiliates comply, with all local, state, federal and international laws and regulations relating to the development, manufacture, use, sale, importation and exportation of Licensed IP.

18. Indemnification by Licensor. Licensor will under no circumstances, be obligated to indemnify, defend, or hold Licensee harmless from any liability, claims, demands, causes of action, judgments, damages, or expenses (including reasonable attorneys' and experts' fees and costs) arising out of or as a result of Licensee's or its sub-licensees' use of the Licensed IP under this Agreement.

18. Indemnification by Licensee. Licensee must indemnify, defend, and hold Licensor harmless from all liability, claims, demands, causes of action, judgments, damages, and expenses (including reasonable attorneys' and experts' fee and costs) arising out of or as a result from Licensee's or its sub-licensees' use of the Licensed IP other than any third party claims covered by this Agreement. Licensee will not be obligated to defend or hold harmless Licensor in the event that any claims, demands, causes of action, judgments, or expenses arose out of willful misconduct, gross negligence, or bad faith by Licensor.

20. Indemnification Procedure. Promptly after receipt by Licensor of notice of any indemnification claim, Licensor must give Licensee written notice describing the claim in reasonable detail, along with copies of any correspondence, court documents, or other writings stating the claim. Licensee will be responsible for the defense or settlement of the claim, at its own expense and by counsel of its own selection and Licensor will have the right (at its own expense) to participate in the defense of the claim. Licensor must reasonably cooperate with Licensee and its counsel in the defense and settlement of the claim. Licensee cannot enter into any settlement with respect to any claim without the prior written consent of Licensor, which consent will not be unreasonably withheld. If Licensee declines to assume the defense of the claim, Licensor may assume such defense and settle the claim as it deems appropriate, provided that Licensor does not enter into any settlement with respect to the claim without the prior written consent of Licensee, which consent will not be unreasonably withheld.

21. Limitations of Liability. EXCEPT FOR ANY REMEDIES THAT CANNOT BE EXCLUDED OR LIMITED BY LAW, NEITHER PARTY, NOR ANY AFFILIATE, WILL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY, ANY AFFILIATE OR OTHER THIRD PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE, OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. THIS LIMITATION OF LIABILITY MAY NOT BE VALID IN SOME STATES. LICENSEE MAY HAVE RIGHTS THAT CANNOT BE WAIVED UNDER CONSUMER PROTECTION AND OTHER LAWS. LICENSOR DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

22. Term. This Agreement will commence upon purchase of the license by the licensee and will continue in full force and effect for an initial period of 1 year and annually as renewals are purchased.

23. Termination. Either Party may terminate this Agreement immediately upon delivery of written notice to the other Party specifying clearly the grounds for termination if the other Party commits a material breach of its obligations under this Agreement and fails to cure the breach within 30 days after written notice of the breach is received by the breaching Party. For the avoidance of doubt, termination will be without prejudice to any liability incurred prior to the effective date of termination.

24. Assignment. This Agreement may not be assigned by Licensee without Licensor's prior written consent. Licensor may assign this Agreement, in whole or in part, to any Affiliate or successor. The rights and obligations under this Agreement will be binding upon the Parties and their successors. The use of the Licensed IP, however, shall inure solely to the benefit of Licensor and its respective successors and permitted assigns. Any attempted assignment or delegation in contravention of these provisions will be void and ineffective.

25. Severability. If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement will be valid and enforceable and the Parties will negotiate in good faith a substitute, valid and enforceable provision which most nearly puts into effect the intent of the Parties.

26. No Waiver. This Agreement may not be altered, modified, or amended in any way except in writing signed by both Parties. The failure of a Party to enforce any provision of the Agreement will not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

27. Entire Agreement. This Agreement and the attachments hereto represent and constitute the entire agreement between the Parties, and supersede and merge all prior negotiations, agreements, and understandings, oral or written, with respect to any and all matters between the Parties.

28. Governing Law. The Parties hereby agree that this Agreement will be governed by, and construed and enforced in accordance with the laws of the State of New York, without reference to rules governing choice of laws.

29. Disputes. Any dispute arising from this Agreement shall be resolved in the courts of the State of New York.

30. Notices. All notices, demands or other communications to be given under this Agreement by either Party to the other may be effected either by personal delivery in writing or by U.S. mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the other Party at the address appearing in the introductory paragraph of this Agreement, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

31. Amendments. Subject to any express limitations set out therein, the License and Consideration Sections in this Agreement may be amended or modified by Licensor, consistent with the processes established by Licensor to reflect the addition and/or removal of an item of intellectual property; for legal or reasonable commercial reasons, to delete countries where the licensed IP can be used, and Licensee will be notified of each such deletion accordingly; and to amend the amount of fees, but no more frequently than 90 days. Unless otherwise agreed, amendments will take effect upon being communicated in writing to Licensee.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the licensee's purchase of a MCM Business License. By purchasing the MCM Business License, the licensee validates this agreement between Licensor and Licensee. With every renewal, the Licensee accepts all new versions of the license and is therefore fully responsible to review all updated licenses prior to annual renewal.