

# LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is made as of \_\_\_\_\_ (date), by and among COIN NEXUS, LLC (“NEXUS”), a Pennsylvania limited liability company, and \_\_\_\_\_ the (“LICENSEE”).

**1. License.** Upon the terms and subject to the conditions and limitations set forth in this Agreement, NEXUS agrees to license all software and intellectual property (except source code) necessary for LICENSEE’s use of NEXUS’s IntelliQuote Version 10 (“IQ”) in its business.

**2. Software Use.** LICENSEE agrees to use IQ and any or all of its components as a stand-alone software product and that this software program can not be altered, enhanced, extracted, exported and/or incorporated into any other software system without the express written permission of NEXUS.

**3. Definition of Seat/Number of Seats.** For purposes of this Agreement, a seat (“SEAT”) is defined as a single individual using IQ on a desktop and/or laptop computer, for a total of no more than two computers per individual. INDIVIDUALS ARE EXPRESSLY FORBIDDEN FROM SHARING THEIR COMPUTER(S) WITH ANOTHER INDIVIDUAL. LICENSEE agrees that this license is for the sole use of the company named above and is limited to two (2) SEATS within that company if purchasing a 2-SEAT License; and is limited to five (5) SEATS within that company if purchasing a 5-SEAT License. Express written permission of NEXUS must be obtained when a LICENSEE wishes to purchase a license in excess of 5 SEATS.

**4. Consideration for User Seats.** LICENSEE agrees to pay NEXUS a licensee fee of \$9,000.00 for a 2-SEAT License; \$15,000.00 for a 5-SEAT License; and \$2000.00 for each additional SEAT over the 5-SEAT limit.

**5. Monthly Maintenance Fee.** NEXUS shall be entitled to charge a Monthly Maintenance Fee to the LICENSEE based on the LICENSEE’s number of SEATS. The monthly maintenance fee is \$100 for a 2-SEAT License; the monthly maintenance fee is \$250 for a 5-SEAT License; and the monthly maintenance fee is \$50 per month for SEATS in excess of the 5-SEAT License. The Monthly Maintenance Fee is due the first day of each month and must be received no later than the 15<sup>th</sup> of each month. The LICENSEE agrees that the Monthly Maintenance fee amount is subject to change upon thirty (30) days written notice to LICENSEE, and that LICENSEE’s fee may be more or less than the fee charged other NEXUS licensees, depending upon use of support staff.

**6. Support.** NEXUS, either directly or through an independent contractor, may provide LICENSEE with support services related to IQ. Use of these services is governed by NEXUS’s policies and programs in effect at the time the services are rendered. Any supplemental software code provided to you as part of the support services shall be considered part of IQ and is subject to the terms and conditions of this Agreement.

**7. Consideration for License.** LICENSEE agrees to pay the fee as invoiced on this date for the license granted hereunder within fifteen (15) days after execution of this Agreement and non-refundable.

**8. NEXUS Representations and Warranties/Disclaimer/Use of Information From Independent Price Sources.** NEXUS represents and warrants to LICENSEE the following: (a) that it is the sole owner of IQ with copyright protection and is fully empowered to enter into this Agreement; (b) that LICENSEE's use of any software licensed hereunder in accordance with the terms and conditions of this Agreement will not infringe any third party's patent, copyright or other proprietary rights, nor constitute a misappropriation of a third party's trade secrets. Except as otherwise set forth in this Paragraph, NEXUS disclaims any other warranties relating to IQ, including, but not limited to, the implied warranties of merchantability and fitness for particular use. NEXUS disclaims any and all warranties of the accuracy of the information contained in IQ, specifically, but not limited to, any and all warranties of accuracy of price information, mintages, traders, and population information, or any liability for consequential damages. NEXUS's liability for any breach of any warranty contained herein shall not exceed the licensee fee charged under Paragraph 4 hereunder. LICENSEE's use of the system is with the express understanding that any business decisions made based on the information derived from IQ are the sole responsibility of the LICENSEE. LICENSEE acknowledges that the LICENSEE may wish to subscribe to independent price sources such as Certified Coin Exchange (CCE); Coin Dealer Newsletter (CDN) and Certified Coin Dealer Newsletter (CCDN); and Coin World's Market Values® to enhance the IQ system. LICENSEE agrees that the pricing and use of information from these sources is restricted by the sources' respective publishers and LICENSEE acquires no right to use information from these sources as a result of this License.

**9. LICENSEE Representations and Warranties.** LICENSEE hereby acknowledges the validity of NEXUS's rights to IQ, acknowledges that IQ is the sole property of NEXUS, and represents and warrants to NEXUS the following: (a) that it shall disclose to any person or entity using IQ pursuant to this Agreement that IQ is the property of NEXUS and is used under license; (b) that it shall use IQ or any other information provided under this Agreement only for so long as this Agreement remains in effect, and only in the manner for the purposes specified in this Agreement; (c) that it shall not, either during or after the term of this Agreement, do anything, or aid or assist any party to do anything, which would infringe upon, harm, or contest the rights of NEXUS in IQ or any other information provided under this Agreement; and (d) that it shall remove IQ software from any computer(s) which are given to, or belong to, employees of LICENSEE who are leaving the company. LICENSEE agrees to indemnify and hold NEXUS harmless against any liability, cost, damage or claim (including reasonable attorney's fees) arising from a breach or alleged breach of any of the foregoing warranties.

**10. Consent to Use of Imbedded Monitoring Software and Data.** LICENSEE acknowledges that NEXUS and contractors providing maintenance and support to

NEXUS products may collect and use technical information gathered as part of the product support services provided to LICENSEE, if any, related to IQ. NEXUS may use this information solely to identify LICENSEE, improve NEXUS's products or to provide customized services or technologies to LICENSEE and will not disclose this information in a form that identifies LICENSEE.

**11. Assignment.** LICENSEE may not transfer or assign any of its rights or obligations under this Agreement and any attempt to do so shall be null and void.

**12. Term/Termination.** This Agreement shall continue unless terminated prior to that time by any of the following: (a) express written agreement of the parties at any time; (b) a material breach by either party, if such breach is not cured within 10 days of written notice from the non-breaching party; (c) NEXUS deems it necessary to release a new version of IQ. For purposes of this Agreement, a "material breach" is defined as being a substantial breach when considering the size and scope of the total commitments under this Agreement including, but not limited to, a breach of Paragraph 9 or of any payment obligation contained herein. In the event of termination, LICENSEE shall make best efforts to cease using the software provided by NEXUS hereunder, and shall make best efforts to return same to the other party no later than fourteen (14) days after notice of termination.

**13. Relationship of Parties.** The sole relationship between the parties under this Agreement shall be that of independent contractors. The parties are not agents for one another, partners, or joint venturers. Neither party has the right to bind the others to any contract or commitment with a third party. This Agreement does not limit in any way the right of either party to conduct its existing businesses, and shall not oblige either party to give any preference whatsoever to the other with respect to any business opportunities.

**14. Entire Agreement/Amendment.** This Agreement is the entire agreement of the parties with respect to its subject matter, and supersedes any other prior or contemporaneous agreements or understandings between the parties. This Agreement may be amended at any time by a writing signed by the parties.

**15. Binding on Successors.** This Agreement shall be binding upon the parties, their heirs, legal representatives, and successors.

**16. Jurisdiction/Venue/Waiver of Jury Trial/Governing Law.** In the event that either party initiates judicial proceedings relating to this Agreement, the state and federal courts sitting in Philadelphia, Pennsylvania shall have exclusive jurisdiction and venue over any such proceedings, and THE PARTIES IRREVOCABLY WAIVE THEIR RIGHTS TO A TRIAL BY JURY WITH RESPECT TO ANY CONTROVERSY OR CLAIM IN THAT PROCEEDING. The court shall apply Pennsylvania law (excluding choice of law rules), and shall award to the prevailing party, in addition to any other relief deemed appropriate, the prevailing party's attorney's fees and costs of litigation, whether or not those are otherwise available to the prevailing party by statute.

**17. Section Headings.** Section headings are for convenient reference only and shall not affect the meaning or have any bearing on the interpretation of any provision of this Agreement.

**18. Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not be affected or impaired in any way.

**19. Authority.** The representatives of the parties executing this Agreement are fully authorized to do so by their respective principals.

**20. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same instrument.

Dated: \_\_\_\_\_

Coin Nexus, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_