



License Agreement

This License Agreement (this "Agreement") is made effective as of the date signed (the "Effective Date") between PCF Investment Group, Inc., DBA InvestorPro.com, 604 N. 13th St., Suite 8, Rogers, AR 72756 ("Licensor") and _____ "Licensee", whose address is _____

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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FEES

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TERM

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EARLY TERMINATION

Notwithstanding anything else in this Agreement:

In the event that Licensor believes that Licensee has materially breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, Licensor shall so notify Licensee in writing. Licensee shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the Licensor in writing that cure has been effected. If the breach is not cured within the thirty (30) day period, Licensor shall have the right to terminate the Agreement without further notice.

Licensor reserves the right to terminate this Agreement early at Licensor's sole discretion. If Licensor terminates this Agreement without cause, Licensor shall reimburse Licensee for customization charges paid by Licensee. Under any circumstances, Licensor's total liability shall not exceed the amount paid by Licensee to Licensor for customization of commercials.

Upon Termination of this Agreement Licensee's right to use Licensed Materials shall be terminated. Upon Termination all copies of Licensed Materials must be either returned to Licensee or destroyed.

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ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

AMENDMENT

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

SEVERABILITY

If any provision or provisions of this Agreement shall be held to be invalid, illegal, and unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

WAIVER OF CONTRACTUAL RIGHT

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

NOTICES

All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within five (5) days after mailing if sent by registered, certified or priority mail, return receipt requested, or delivery confirmation requested. Either party may from time to time change its Notice Address by written notice to the other party.

APPLICABLE LAW

This Agreement shall be governed in all respects by the laws of the State of Arkansas, without reference to conflicts of law principles. The parties hereby submit to the jurisdiction of, and waive any venue objections against, the state and federal courts in Benton County, Arkansas. Any court proceeding shall be conducted in Benton County, Arkansas, and judgment award may be entered into any court having jurisdiction thereof. The failure of Licensor to act with respect to a breach by Licensee or others does not waive Licensor's right to act with respect to subsequent or similar breaches. Any dispute Licensee may have with respect to this License Agreement must be commenced within one year after it arises, or the cause of action is barred.

I agree to the Terms and Conditions set forth in this License Agreement.

Licensee Signature

_____/_____
Printed Name Date

Licensor Signature

_____/_____
Lynn Hahn, President Date