

Carnegie Communications, LLC d/b/a Wintergreen Orchard House (“WGOH”) owns and maintains a database containing college, school, and scholarship data (the “WGOH Data”). This agreement sets forth the terms and conditions applicable to your license and use of the WGOH Data.

BY CLICKING ON THE “ACCEPT” BUTTON, YOU AND THE COMPANY OR ENTITY THAT YOU REPRESENT (“RECIPIENT”) ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS RECIPIENT LICENSE AGREEMENT (“AGREEMENT”).

IF RECIPIENT IS A CORPORATION, PARTNERSHIP OR SIMILAR ENTITY, THEN USE OF THE WGOH DATA IS EXPRESSLY CONDITIONED UPON ACCEPTANCE OF THIS AGREEMENT BY A PERSON WHO IS AUTHORIZED TO SIGN FOR AND BIND THE ENTITY; IF YOU ARE NOT AUTHORIZED TO SIGN FOR AND BIND THE ENTITY, THEN CLICK ON THE “CANCEL” BUTTON.

PLEASE READ THIS AGREEMENT IN FULL BEFORE USING THE SERVICE. RECIPIENT’S DOWNLOAD OR USE OF THE WGOH DATA SHALL CONSTITUTE RECIPIENT’S BINDING ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, CLICK ON THE “CANCEL” BUTTON BELOW AND DO NOT DOWNLOAD OR USE THE WGOH DATA.

1. LICENSE GRANT. Subject to all terms and conditions of this Agreement and Recipient’s payment to WGOH of the fee (the “License Fee”) set forth on www.wintergreenorchardhouse.com/customdata.php (the “WGOH Data Market Place”), WGOH grants Recipient a limited, non-exclusive, non-transferable, non-sublicensable license to use a portion of the WGOH Data for the sole purpose of including the WGOH Data in Recipient’s products and services (“Recipient Products”).

2. REDISTRIBUTION OF WGOH DATA. Recipient is authorized to redistribute the WGOH Data solely as incorporated into and in connection with Recipient’s distribution of Recipient Products to Recipient’s end user customers. For the avoidance of doubt, Recipient shall not be authorized to use the WGOH Data in its raw ASCII form, any data-only form, or otherwise, except as incorporated into the Recipient Products.

3. ORDER CONFIRMATION. After Recipient selects the particular data it desires to license at the WGOH Data Market Place and accepts the terms of this Agreement, WGOH will send Recipient an email confirmation (the “Order Confirmation”) setting forth the pricing of the WGOH Data, confirming Recipient’s order thereof and acceptance of the terms of this Agreement and to which Order Confirmation the selected WGOH Data will be attached. The Order Confirmation shall be deemed an addendum to this Agreement and is incorporated herein by reference. In the event of any conflicts between the main body of this Agreement and the Order Confirmation, the terms of the Order Confirmation shall be deemed controlling.

4. PAYMENTS.

4.1 The processing of the License Fee is handled on behalf of the WGOH Data Market Place.

4.2 Audit Right. During the Term and for a period of twelve (12) months following the date upon which this Agreement terminates, WGOH or its designated representatives may, at its sole expense, at Recipient’s offices, at reasonable times, within regular business hours and upon at least thirty (30) days notification, and not more than once in any twelve (12) month period, inspect, audit and make extracts and copies of any books and records relevant to Recipient’s usage of the WGOH Data provided hereunder. In the event that the audit reveals an unauthorized usage of the WGOH Data provided hereunder, Recipient shall (a) reimburse WGOH for all reasonable expenses incurred in connection with such audit; and (b) shall promptly pay WGOH an additional License Fee for each unauthorized usage.

5. TERM AND TERMINATION

5.1. Term. This Agreement shall commence as of the date Recipient accepts this Agreement and shall remain in effect for a period of one (1) year thereafter, unless terminated earlier as provided hereunder (the “Term”).

5.2. Termination. This Agreement may be terminated by WGOH upon the occurrence of any of the following events: (i) Recipient fails to cure a breach of a material provision of this Agreement (or if Recipient fails to comply with the terms and conditions applicable to the WGOH Data) within fifteen (15) calendar days after receipt of written notice thereof from WGOH; (ii) Recipient seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or any such proceeding is instituted against Recipient and is not dismissed within sixty (60) calendar days; or (iii) if Recipient ceases to do business, or otherwise terminates its business operations.

5.3 Effect of Termination. Upon expiration or termination of this Agreement, all licenses granted hereunder shall immediately terminate. Termination of this Agreement shall not release Recipient from the obligation to make payment to WGOH for any unpaid amounts that accrued under this Agreement prior to such termination. Sections 1, 4.2 and 6-16 shall survive termination or expiration of this Agreement.

6. RESTRICTIONS.

6.1 Usage restrictions. The license granted by WGOH to Recipient herein shall be solely for the use of the WGOH Data in Recipient Products. The license granted herein shall not permit any use of the WGOH Data or any part thereof by any person or entity other than Recipient. Recipient agrees that it will promptly notify WGOH of any unauthorized use of the WGOH Data. Other than the attribution required under Section 7, Recipient agrees that, other than branding of the Recipient Products and solely to the extent the WGOH Data has been incorporated therein, it may not brand or otherwise label the WGOH Data with the brands or logos of any third party. To the extent Recipient wishes to brand the WGOH Data with third party brands or logos (including those of Recipient's affiliates, parents or subsidiaries), it must obtain WGOH's prior written consent, which may be granted or withheld in the sole discretion of WGOH.

6.2 General restrictions. Recipient shall not: (a) download, upload, or otherwise export or re-export the WGOH Data or any underlying information or technology (or direct product thereof) except in full compliance with all United States and other applicable laws and regulations; (b) use the WGOH Data for any purpose that is unlawful or prohibited by this Agreement; nor (c) remove any product identification, trademark, copyright or other proprietary rights notices or link that appears in the WGOH Data.

6.3 Any use violation of this Section 6 shall be deemed to be a material breach of this Agreement.

7. MARKS. Recipient agrees to identify WGOH as the source of the WGOH Data and also to provide attribution to the WGOH as the aggregator and licensor of the WGOH Data in the following format: **"Directory Data is provided by Wintergreen Orchard House, a division of Carnegie Communications, and which is reproduced by permission of WGOH. Copyright © 2011 by WGOH. All rights reserved."** No other license, right, or interest in any WGOH trademark, trade name, service mark, or other designation is granted hereunder. Without limiting the foregoing, Recipient agrees not to use any WGOH name, identifier, trademark, trade name, service mark, or other designation (a) to imply sponsorship or endorsement by WGOH, (b) to disparage WGOH, its products or services, (c) in conjunction with any products or services that in WGOH's sole judgment may diminish or damage the goodwill in WGOH's marks, (d) in such a way that WGOH's marks are displayed more prominently than the name/logo of Recipient's company, or (e) to infringe WGOH's intellectual property rights or violate any state, federal or international law. Recipient further agrees to indemnify, defend and hold harmless WGOH and its licensors from and against any claim, lawsuit or related action that arises or results from any such activities, in accordance with Section 14 below. **A failure by Recipient to attribute WGOH Data to WGOH as set forth above shall constitute a material breach.**

8. INTELLECTUAL PROPERTY RIGHTS; NO IMPLIED LICENSE. The WGOH Data is the copyrighted property of WGOH and/or its licensors. The WGOH Data is licensed, not sold, and Recipient agrees that the WGOH Data, and all intellectual property and proprietary rights therein, are owned by WGOH and/or its licensors. WGOH and/or its licensors reserves title and all rights and interests in and to the WGOH Data not expressly granted to you including without limitation all patent rights, copyrights, trademarks, trade names, trade secrets and other intellectual property and proprietary rights and any modifications or enhancements to the WGOH Data. There are no implied licenses under this Agreement, and all rights not expressly granted are reserved by WGOH.

9. NO REVERSE ENGINEERING. Recipient acknowledges that the WGOH Data may contain or embody valuable trade secrets of WGOH or its licensors and, therefore, except as otherwise permitted by law (but solely for the purposes permitted by such law), Recipient agrees not to attempt to analyze or review the WGOH Data except as expressly provided herein, or reverse engineer, disassemble, decompile or similarly manipulate or attempt to reconstruct or discover any source code or underlying ideas or algorithms for all or any portion of the WGOH Data for any purpose except as expressly provided herein.

10. CONFIDENTIALITY AND NON-DISCLOSURE: Recipient hereby acknowledges that the WGOH Data, the databases and any software programs, structures, and codes and all other information received from WGOH is the property of WGOH or under license to WGOH by a third party, and constitutes proprietary, confidential information which may not be disclosed, transferred, duplicated, or reproduced, in whole or in part, in any form or manner whatsoever other than as explicitly set forth herein. The license granted herein permits only Recipient, and no other person or entity, to use the WGOH Data, and it permits Recipient to use the WGOH Data only for inclusion in the Recipient Products and for no other use or purpose. In no event shall Recipient transfer, assign, or sell any of the WGOH Data, or Recipient's interest in this Agreement, or use the WGOH Data for any purpose other than as explicitly set forth herein. Recipient shall make reasonable efforts to ensure that no third party, agent, client, employee or contractor, or their respective agents and employees, shall do any of the foregoing. The terms of this Agreement, WGOH's business methods, methods of collecting or obtaining information, and other confidential information of WGOH is confidential to WGOH and shall not be disclose by Recipient to any third party.

11. NO WARRANTY. ALL WGOH DATA IS PROVIDED TO RECIPIENT "AS IS," AND RECIPIENT AGREES TO USE IT AT RECIPIENT'S OWN RISK. WGOH AND ITS LICENSORS (AND THEIR LICENSORS AND SUPPLIERS) MAKE NO GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, REGARDING THE WGOH DATA, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, CONTENT, QUALITY, ACCURACY, COMPLETENESS, EFFECTIVENESS, RELIABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, USEFULNESS, USE OR RESULTS TO BE OBTAINED FROM INFORMATION, OR THAT THE INFORMATION WILL BE ERROR-FREE. Some states, territories and countries may not allow certain warranty exclusions, so to that extent, the above exclusion may not apply to you. WGOH shall have no obligation under this Agreement to correct any bugs, defects or errors in the WGOH Data, or to otherwise support or maintain the WGOH Data. No warranty with respect to performance specifications of the WGOH Data is made. Without limiting the foregoing, Recipient acknowledges that WGOH is not responsible for any WGOH Data and that WGOH shall have no liability for any damage or loss arising from Recipient's access to, use of or reliance on any Third Party WGOH Data. Recipient further acknowledges and agrees that WGOH may modify or cease providing or supporting the WGOH Data at any time with or without notice and the entire risk of using the WGOH Data in connection with Recipient's software application(s), is borne by Recipient.