

## MARINLINK CONTENT LICENSE AGREEMENT

THIS MARINLINK CONTENT LICENSE AGREEMENT (the “**Agreement**”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), by and between MarinLink, Inc., a non-profit 501(c)(3) corporation/entity with offices at 5800 Northgate Mall, Suite 250, San Rafael, CA 94903 (“**MarinLink**”) and \_\_\_\_\_, a \_\_\_\_\_ corporation with offices at \_\_\_\_\_ (“**Participating Entity**”).

A. MarinLink operates an informational website located at [www.GetMoneySmart.info](http://www.GetMoneySmart.info) that seeks to assist users in managing and organizing their finances by providing a resource for them to find providers of financial education, training and counseling services in the greater San Francisco Bay Area, California (the “**GetMoneySmart Site**”).

B. Participating Entity is a provider of financial products and services and operates, owns or controls the website listed in Attachment A (the “**Entity Site**”). Participating Entity also owns or has the right to text, data, graphics, white papers, datasheets, documents, informational materials, images, photos, hyperlinks, or audio video files and any other content provided by Participating Entity to MarinLink during the term of the Agreement (the “**Content**”) as may be further described in Attachment A.

C. The parties desire that Participating Entity promote its products and services through the GetMoneySmart Site via display of the Content in accordance with the terms and conditions below.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

### 1. License Grant

**1.1 Licenses to MarinLink.** Participating Entity hereby grants to MarinLink a non-exclusive, worldwide license to: (i) use, reproduce, copy, modify, create derivative works from, reformat, display, perform, publish, distribute, and transmit the Content in connection with the GetMoneySmart Site and to permit users to download and print the Content for personal use; and (ii) display the Entity Marks on the GetMoneySmart Site in connection with the presentation of the Content. “**Entity Marks**” means the Participating Entity’s trademarks, service marks, trade names and associated logos.

**1.2 Ownership.** As between the parties, Participating Entity will retain all right, title and interest in and to the Entity Site, the Content and Entity Marks therein, including all rights in and to trade secrets, patents, copyrights, trademarks, know-how, as well as moral rights and similar rights of any type under the laws of any governmental authority, domestic or foreign (“**Intellectual Property Rights**”) and MarinLink will retain all right, title and interest in and to the GetMoneySmart Site, including all Intellectual Property Rights therein.

**1.3 Content.** Subject to the terms and conditions of this Agreement, MarinLink will make the Content available via the GetMoneySmart Site in substantially the same format as provided in Attachment A (the “**Services**”). Without limiting the terms of Section 5, all Content submitted by Participating Entity will be subject to MarinLink’s approval. MarinLink reserves the right in its sole discretion at any time without notice to modify, discontinue or terminate the GetMoneySmart Site. Should MarinLink require modifications to the Content, and in any event prior to making Content available on the GetMoneySmart Site, MarinLink will either (i) request that Participating Entity make such changes; or (ii) notify Participating Entity that MarinLink will make the relevant changes (e.g., updates or reformatting). MarinLink will be responsible for the maintenance of the GetMoneySmart Site.

**2. Fees.** In consideration for the display of the Content on the GetMoneySmart Site, Participating Entity agrees to pay MarinLink the fees set forth in Attachment B in accordance with the payment term set forth therein. The Services will not commence until MarinLink’s receipt of the fees and approval of the Content. All payments required by this Agreement are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies and similar assessments (“**Taxes**”). Each party will collect and pay to the applicable governmental entity any Taxes arising from or related to the sale of any products or services by such party, its affiliates or its agents, including any penalties and interest, as well as any costs associated with the collection or withholding thereof, including reasonable attorneys’ fees.

### 3. **Term and Termination.**

**3.1 Term.** This Agreement will commence on the Effective Date and will continue until the first September 30th following the Effective Date (the “**Initial Term**”), unless terminated earlier as provided in this Agreement. This Agreement will automatically renew for subsequent one-year periods, unless either party notifies the other in writing of its intent not to renew at least thirty (30) days prior to the end of the then-current term. The Initial Term and renewal periods are collectively the “**Term**”.

**3.2 Termination for Convenience.** Either party may terminate this Agreement at any time by providing the other party with thirty (30) days’ prior written notice. Should MarinLink (i) terminate this Agreement for convenience, or (ii) discontinue or terminate the GetMoneySmart Site, MarinLink will refund the portion of the fees attributable to the number of calendar months remaining in the Subscription Year (as defined in Attachment B). If the Participating Entity terminates this Agreement for convenience, there is no refund of fees paid.

**3.3 Termination for Cause.** Either party may terminate this Agreement in the event that the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days following written notice thereof from the non-breaching party. Should Participating Entity terminate this Agreement for MarinLink’s material breach, MarinLink will refund the portion of the fees attributable to the number of calendar months remaining in the Subscription Year.

**3.4 Effect of Termination.** Upon expiration or termination of this Agreement: (i) all rights and licenses of Participating Entity and MarinLink under this Agreement will terminate; (ii) the Content will no longer be made available via the GetMoneySmart Site and MarinLink will have no liability for the same; and (iii) Participating Entity will pay all amounts due to MarinLink within thirty (30) days from the last day of the month in which termination or expiration is effective. Notwithstanding the foregoing, the rights granted in Section 1.1 will survive for a reasonable period of time after expiration or termination to allow MarinLink to remove the Content from the GetMoneySmart Site.

**3.5 Survival.** Sections 1.2, 2, 3, 4, 5, 6, 7 and 8 will survive any termination or expiration of this Agreement.

**4. Representations and Warranties.** Each Party represents and warrants that: (i) it has all necessary right, power, and authority to enter into this Agreement and to perform the acts required of it hereunder; and (ii) its performance of this Agreement will comply with all applicable laws, statutes, ordinances, and regulations (including, without limitation, any relevant data protection or privacy laws). Participating Entity represents and warrants that: (i) all information provided to MarinLink in connection with this Agreement is true and accurate; (ii) it will promptly update MarinLink with any changes to the information provided, including without limitation, the number of employees employed by Participating Entity; (iii) it owns or has the necessary licenses, rights, consents and permissions to provide the Content to MarinLink and doing so will not breach any duty toward or rights of any person or entity including, without limitation, rights of intellectual property, publicity or privacy; and (iv) the Content (a) does not violate, or encourage any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (b) is not fraudulent, false, misleading or deceptive; (c) is not defamatory, obscene, pornographic, vulgar or offensive; (d) does not promote discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (e) is not violent or threatening and does not promote violence or actions that are threatening to any other person; (f) does not promote illegal or harmful activities or substances; or (g) does not and will not infringe any intellectual property or proprietary right of any third party.

**5. Disclaimer.** MarinLink: (i) is not responsible for the activities of users of the GetMoneySmart Site (including without limitation anything said or written by such users) and (ii) does not have any obligation to monitor or review the Content for any purpose and, as a result, is not responsible for the accuracy, completeness, appropriateness or legality of the Content and hereby disclaims any and all liability relating thereto. MarinLink will have no liability for: (i) any claims, losses or damage caused by errors or omissions in any Content or any other information provided to MarinLink by Participating Entity in connection with this Agreement or any actions taken by MarinLink at Participating Entity’s direction; and (ii) any claims, losses or damages arising out of or in connection with any third-party products, services, software or websites that are accessed via links from within the GetMoneySmart Site or the Participating Entity Site. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 4, MARINLINK DISCLAIMS ALL WARRANTIES,

EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MARINLINK DOES NOT WARRANT THAT (I) THE GETMONEYSMART SITE WILL BE CONTINUOUS, UNINTERRUPTED OR ERROR-FREE; OR (II) THAT PROVISION OF THE CONTENT AS CONTEMPLATED BY THIS AGREEMENT WILL LEAD TO ANY BENEFIT TO OR ECONOMIC GAIN BY PARTICIPATING ENTITY.

**6. Indemnification.** Participating Entity will indemnify, defend and hold MarinLink, its officers, directors and employees harmless from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim (including any claim by an end user) related to or which may arise from (i) Participating Entity's breach of any term of this Agreement or (ii) the Content. Participating Entity's obligations under this Section 6 are contingent upon: (i) MarinLink providing Participating Entity with prompt written notice of such claim; (ii) MarinLink providing reasonable cooperation to Participating Entity, at Participating Entity's expense, in the defense and settlement of such claim; and (iii) Participating Entity having sole authority to defend or settle such claim.

**7. Limitation of Liability.** EXCEPT AS PROVIDED IN SECTION 6, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**8. General.**

**8.1 Assignment.** Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent, except that either party may assign this Agreement without the other party's consent in the case of a merger, reorganization, acquisition, consolidation, or sale of all, or substantially all, of its assets or portion of the business to which this Agreement relates. Any attempt to assign this Agreement other than as permitted herein will be void. Without limiting the foregoing, this Agreement will inure to the benefit of and bind the parties' respective successors and permitted assigns.

**8.2 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to its conflicts of laws principles.

**8.3 Notice.** Any notice under this Agreement will be in writing and delivered by personal delivery, express courier, confirmed facsimile, confirmed e-mail, or certified or registered mail, postage prepaid and return receipt requested. Notices will be deemed to be effective upon personal delivery, one (1) day after deposit with express courier, five (5) days after deposit in the mail, or upon confirmation of receipt of facsimile or e-mail. Notices will be sent to a party at its address set forth above or such other address as that party may specify in writing pursuant to this section.

**8.4 No Agency.** The parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency, or joint venture.

**8.5 Severability.** If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

**8.6 Waiver.** Failure of either party to insist on strict performance of any of the terms and conditions herein shall not be deemed a waiver of any rights or remedies that either party shall have and shall not be deemed a waiver of any subsequent default of the terms and conditions thereof.

**8.7 Entire Agreement.** This Agreement, together with the attachment, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, negotiations and communications (both written and oral) regarding such subject matter. This Agreement may only be modified or amended by a written document executed by both parties. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed to be an original copy hereof, and all such counterparts together shall constitute one single agreement.

The parties have duly executed this Agreement as of the Effective Date by the authorized signatures below.

**MARINLINK, INC.**

**[PARTICIPATING ENTITY]**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT A**

<b>Entity Site</b>	[Insert Participating Entity's website address]
<b>Content</b>	[Insert the Content as you wish it to appear on the GetMoneySmart Site]
<b>Category</b>	[Please indicate the category or categories under which you wish the Content to appear on the GetMoneySmart Site. There is a maximum of three (3) categories included with payment of the Subscription Fee (see <u>Attachment B</u> ). Please see the right-hand column of the GetMoneySmart Site home page for the list of categories available.]
<b>Classes</b>	[If you will be offering financial education classes to users and wish them to be listed in the <u>Upcoming Local Classes</u> page of the GetMoneySmart Site, please insert the class information and schedule as you wish it to appear. When possible, please use the format of other classes listed on this page.]

## ATTACHMENT B

### Fees and Payment Terms

#### A. Certain Definitions

“**Entity Size**” means the number of employees the Participating Entity has at the time the Subscription Fee is paid to MarinLink.

“**Subscription Fee**” means the annual fee amount set forth in Section C.1. below pursuant to the Entity Size.

“**Subscription Year**” means the period from October 1st through September 30th of each calendar year.

“**Renewal Fee**” means the same amount as the applicable Subscription Fee, subject to Section D.3. below.

#### B. Number of Employees

Participating Entity has the following number of employees:   *(Please insert.)*

#### C. Fees

Participating Entity will pay MarinLink the following fees:

##### 1. Subscription Fees

<b>Entity Size</b>	<b>Annual Fee</b>	<b>Monthly prorated fee**</b>
1 to 9 employees	\$120	\$10
10 to 49 employees	\$240	\$20
50 or more employees	\$480	\$40

The Services include provision of the Content in up to three (3) categories on the GetMoneySmart Site as set forth in Attachment A.

\*\* If the Subscription Year has already commenced as of the Effective Date, Participating Entity will provide payment for the number of calendar months remaining in the Subscription Year. For example, Content submitted on February 10th should include payment for March through September, or 7 months (\$70, \$140 or \$280 depending on Entity Size).

2. Content Modification Fees. MarinLink reserves the right to charge a nominal fee for any Content changes requested by Participating Entity after the Content has been submitted with the Subscription Fee or Renewal Fee, as applicable.

#### D. Payment Terms

1. General. MarinLink will invoice Participating Entity for payment of the Subscription Fee, which must be received in full by MarinLink before provision of the Services. Upon MarinLink’s receipt of the Content from the Participating Entity and payment of the Subscription Fee, Marin Link will use reasonable efforts to promptly approve and make available the Content on the GetMoneySmart Site. Except as set forth in Sections 3.2. and 3.3, there is no prorated refund of any fees upon any termination of this Agreement. Notwithstanding the forgoing, if the Content is not made available on the GetMoneySmart Site by the first day of the first month for which payment has been made, MarinLink will refund a prorated portion of the Subscription Fee paid for that month as of the date the Content is made available on the GetMoneySmart Site.

2. Renewal Fees. Marin Link will invoice Participating Entity for the Renewal Fee annually on or around August 15th. The invoice for the Renewal Fee will be due and payable thirty (30) days following the invoice date. Any changes in Content should be submitted with the Renewal Fee. Failure to submit the Renewal Fees will result in removal of the Content on the GetMoneySmart Site on or about October 1st of the year and termination of this Agreement by the parties pursuant to Section 3.1.

3. Fee Adjustment. On or around August 15th of each year during the Term, MarinLink may, at its option, submit a proposal to Participating Entity stating any increase in the Subscription Fees (the "**Proposal**"). Participating Entity will have ten (10) days from the receipt of the Proposal to accept or reject the Proposal. If Participating Entity rejects the Proposal, the parties may terminate this Agreement pursuant to Section 3.1. If Participating Entity accepts the Proposal, the parties will execute an amendment to this Agreement stating the same.