

Segment Guides™ Individual Offering License Agreement

By registering for this product, Licensee hereby agrees to the terms and conditions of this License Agreement.

This Segment Guides™ Offering License Agreement (the “Agreement”) is made and entered into as of the “Effective Date” between the registered user (Licensee) and Selling Energy, a Delaware corporation, with offices at 329 Primrose Road #513, Burlingame, 94011 (“Licensor”). Licensor has developed and owns certain proprietary guides (the “Licensed Material”) and desires to license access to the Licensed Material to Licensee on the terms provided in this Agreement for Licensee’s personal sales and business use. This Agreement applies to all Licensed Material accessed via multiple methods of delivery, including but not limited to online on the World Wide Web, digital, and analog (physical) delivery of Licensed Material.

A. Definitions

1. “Affiliate” means, at any time, and with respect to any corporation, partnership, person or other entity, any other corporation, partnership, person, member or entity that at such time, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first corporation, partnership, person, or other entity. As used in this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a corporation, partnership, person or other entity, whether through the ownership of voting securities, or by contract or otherwise.
2. “Licensed Material” means the digital files or content licenses associated with, made part of, or related to the Segment Guides™ Offerings (the “Plan” or “Plans”) as owned, created, assembled, and/ or distributed by Licensor. Any reference in this Agreement to the Licensed Material shall refer collectively to all items, collectively, within the Licensed Material and also to each separate individual item within the Licensed Material.

B. License. Subject to the terms and conditions in this Agreement, Licensor grants to Licensee a worldwide, limited, non-exclusive, non-transferable, non-sublicensable license to use the Licensed Material during the term of this Agreement (the “Term”) solely for Licensee’s personal sales and business use. This license shall be restricted solely for the use of Licensee. For the avoidance of doubt, concurrent usage or sharing of any Licensed Material by any third party is not permitted.

C. Usage. Subject to the restrictions set forth in this Agreement, Licensee is permitted to access and use the Licensed Material, solely in the regular course of Licensee’s business, research, and other related work in connection with the Licensee’s provision of services to its

clients or personal use, and in a manner that is not commercially prejudicial to or competitive with Licensor.

D. Licensee Obligations

1. Licensee shall maintain a system of controls that will: (i) protect the integrity of the Licensed Material; (ii) control and restrict access to the Licensed Material; (iii) and prevent unauthorized access or usage of the Licensed Material.

2. Licensee acknowledges and agrees that the Licensed Material is the proprietary and confidential property of Licensor. Accordingly, Licensee shall not, without the prior express written consent of Licensor, disclose or reveal to any third party or utilize for its own benefit other than pursuant to this Agreement, any of the Licensed Material.

E. Restrictions on Use

1. Licensee shall not, and shall not permit any third party to: (a) use the Licensed Materials and shall not distribute any part of the Licensed Material to a third party except to the extent expressly permitted in this Agreement; (b) sublicense, resell, or otherwise permit any third parties to access the Licensed Materials; (c) process or permit to be processed any source material of the Licensed Material unless in connection with Licensee's authorized use of the Licensed Material; (d) market, sell, license, sublicense, distribute, publish, display, reproduce, rent, lease, loan, assign or otherwise transfer to a third party the Licensed Material or any copy thereof, in whole or in part; (e) use the Licensed Material for third-party training, commercial time-sharing or service bureau use; (f) post the Licensed Material on a share drive or online in a downloadable format or enable it to be distributed; (g) use Licensed Material in electronic items for resale or redistribution; (h) use Licensed Material on physical items for resale or redistribution; or (i) use the Licensed Material for any unlawful purposes. Licensee will remain at all times responsible and liable its acts and omissions under this Agreement with respect to the use of the Licensed Material, the Documentation and Licensor's Proprietary Property (as defined herein).

2. Licensee shall not copy the Licensed Material or Documentation except for the sole purpose of loading or executing the program as contemplated by the proper use of the Licensed Material, provided that such copies shall include Licensor's copyright and any other proprietary notices that appear on the original copies of the Licensed Materials. Any copies of the Licensed Material or Documentation made by Licensee are the exclusive property of Licensor. Upon reasonable request, Licensee shall provide Licensor with reasonable documentation of its usage of the Licensed Material.

F. Ownership. Licensee acknowledges and agrees that Licensor owns and shall retain all proprietary rights, title and interest, including all patent, copyright, trade secret, know-how, design rights, trademark, and other intellectual property rights, in and to the Licensed Material and any changes, corrections, bug fixes, enhancements, updates and other modifications

thereto (collectively, “Modifications” or “Alternative Materials”), whether made by Licensor or on behalf of Licensor, and as between the parties all such rights shall vest in and be assigned to Licensor. Licensee shall have no right to receive any such Modifications. Licensee acknowledges that the license granted under this Agreement does not provide Licensee with title to or ownership of the Licensed Materials, but only a right of limited use under the terms and conditions of this Agreement. Licensee shall keep the Licensed Materials free and clear of all claims, liens and encumbrances. In the event ownership of any Licensed Materials or Modifications vest in Licensee, Licensee hereby assigns to Licensor all of its right, title and interest in and to all intellectual property and other rights (and where relevant such assignment is by present assignment of future copyright) in such Licensed Materials or Modifications, and waives any and all moral rights in such Licensed Materials or Modifications to which it may now or in the future be entitled under the laws of any jurisdiction. All rights not expressly granted to Licensee in this Agreement are reserved by Licensor.

G. Proprietary Property.

1. Licensee recognizes that the Licensed Material is the Proprietary Property of Licensor. “Proprietary Property” shall include any content contained in or relating to the Licensed Material (including any personally identifiable information) and any accompanying or related documentation (the “Documentation”). Accordingly, Licensee shall not disclose or reveal to any third party, or utilize for any purpose other than pursuant to this Agreement, any of the Proprietary Property.

2. Licensee agrees and acknowledges that any breach or threatened breach of this section may cause irreparable injury to Licensor and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Licensor shall be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by Licensee, without the necessity of proving actual damages or posting any bond, in addition to any other rights or remedies provided by law.

H. Payment Terms

1. As consideration for license granted hereunder, Licensee shall pay Licensor the fees as set forth and in accordance with the corresponding plan chosen by Licensee hereto (the “Fees”). Unless otherwise agreed upon, Licensee will: (i) pay all undisputed invoices upon receipt of invoice and, in any case, in advance of the Initial Term or Renewal Term (as defined below), and (ii) make all payments hereunder in US dollars.

2. As between Licensee and Licensor, Licensee accepts sole responsibility for the payment of any taxes, charges or assessments imposed on Licensee, the Licensed Material, or the Fees to be paid to Licensor by any foreign or domestic national, state, or local government bodies, or subdivisions thereof, and any penalties or interest (other than income taxes imposed on Licensor’s revenue, personal and real property and assets).

3. All amounts payable to Licensor under this Agreement shall be paid by Licensee to Licensor in full without any setoff, deduction, or withholding for any reason. All Fees paid hereunder are non-refundable.

I. Term, Termination & Revocation

1. This Agreement and the license granted hereunder shall be effective as of the Effective Date and shall continue for a period as specified under the terms of the chosen Plan, unless sooner terminated under the terms of this Agreement (the "Initial Term"). After the Initial Term, this Agreement will be automatically renewed for successive periods equal in length to the preceding Initial Term or Renewal Term, as applicable (each, a "Renewal Term"), unless either party gives the other written notice of termination at least thirty (30) days prior to the expiration of the then-current Initial Term or Renewal Term. Licensor reserves the right to increase or change the Fees upon the expiration or commencement of any Renewal Term. All Fees shall be paid in advance of any Initial Term or Renewal Term and shall be non-refundable.

2. The license contained in this Agreement shall terminate automatically without notice if Licensee (i) violates or fails to comply with any provision of this Agreement, (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due, (iii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency laws, (iv) makes or seeks to make a general assignment for the benefit of its creditors, or (v) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competence jurisdiction to take charge of or sell any material portion of its property or business. In addition, Licensor may terminate this Agreement if Licensor believes, in its sole determination, that Licensee's actions or omissions may cause legal liability to Licensor.

3. Licensor, in its sole discretion, reserves the right to discontinue the sale, distribution, or support of any individual license within the Licensed Material at any time, or otherwise revoke the license granted hereunder or any individual license within the Licensed Material for good cause and elect to replace such Licensed Material with Alternative Material.

4. Upon termination or revocation as set forth in this section, thirty (30) days after termination of this Agreement, Licensee shall ensure that it no longer has access to the Licensed Material, and shall, upon Licensor's request, certify in writing the removal of such access. Nothing contained herein shall limit any other remedies that Licensor may have for the default of Licensee under this Agreement nor relieve Licensee of its obligations incurred prior to such termination.

5. The following provisions of this Agreement will survive termination: Sections A, E, F, G, I.4., J, K, and M (together with all other provisions hereof, including, without limitation, all

provisions that may be reasonably interpreted as surviving termination or expiration of this Agreement).

J. Warranty, Limitation of Liability

1. Each party represents and warrants to the other that: (i) it has the right, power, and authority to enter into this Agreement and perform its obligations hereunder, (ii) it will, at all times, comply with all applicable laws, statutes, treaties and regulations to which it is subject, and (iii) it has all the necessary rights to grant the rights and licenses hereunder.

2. THE LICENSED MATERIAL IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND, TO THE MAXIMUM EXTENT PERMITTED BY MANDATORY LAW, LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. LICENSOR DOES NOT WARRANT OR GUARANTEE THAT: (1) THE LICENSED MATERIAL IS COMPATIBLE WITH ANY SOFTWARE, DEVICES, OR SERVICES, INCLUDING WITHOUT LIMITATION INTERNET BROWSER SOFTWARE; (2) THE LICENSED MATERIAL WILL BE FREE OF HARMFUL CODE OR ANYTHING ELSE MANIFESTING CONTAMINATING OR DESTRUCTIVE PROPERTIES; (3) ALL CONTENT WILL BE ACCURATE, COMPLETE OR UP TO DATE; OR (4) THE LICENSED MATERIAL WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR THAT DEFECTS IN THE LICENSED MATERIAL WILL BE CORRECTED. LICENSEE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT LICENSOR IS NOT RESPONSIBLE FOR THE CONTENT, INFORMATION OR DATA DISTRIBUTED ON OR THROUGH THE LICENSED MATERIAL, AND LICENSOR ASSUMES NO RESPONSIBILITY FOR AND MAKES NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY OR USEFULNESS OF INFORMATION DISTRIBUTED THROUGH THE LICENSED MATERIAL.

3. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS AS PROVIDED HEREIN, IN NO EVENT WILL LICENSOR BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED, PUNITIVE OR SPECIAL DAMAGES OR PENALTIES EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME. TO THE EXTENT THAT IN A PARTICULAR CIRCUMSTANCE ANY DISCLAIMER OR LIMITATION ON DAMAGES OR LIABILITY SET FORTH HEREIN IS PROHIBITED BY APPLICABLE LAW, THEN, INSTEAD OF THE PROVISIONS HEREOF IN SUCH PARTICULAR CIRCUMSTANCE, LICENSEE WILL BE ENTITLED TO THE MAXIMUM DISCLAIMERS AND/OR LIMITATIONS ON DAMAGES AND LIABILITY AVAILABLE BY SUCH APPLICABLE LAW IN SUCH PARTICULAR CIRCUMSTANCE AS PROVIDED ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY MANDATORY LAW, THE DAMAGES OR LIABILITY WILL IN NO EVENT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY LICENSEE UNDER THIS AGREEMENT IN THE PRECEDING TWELVE MONTHS FROM THE DATE OF THE ACTION.

K. Indemnification

1. Licensor shall defend, indemnify and hold harmless Licensee from and against any and all damages, costs, liabilities, expenses (including, but not limited to, reasonable fees of outside counsel, discovery costs, and court costs), judgments, settlements and penalties of every kind as are finally awarded against or actually incurred by Licensee, or which are otherwise payable by Licensee pursuant to a settlement or compromise, to the extent based upon or arising from any third-party action, demand, lawsuit or claim (collectively, "Claims") arising from or related to (i) any claim by a third party that the Licensed Material infringe on any copyright or trademark or misappropriation of any trade secret of such third party, (ii) injuries (including death) to persons or damage to or loss of property (including theft) resulting in whole from the acts or omissions of Licensor or those persons furnished by Licensor; (iii) Licensor and its subcontractors' or agents' gross negligence or willful misconduct in providing the Licensed Material. In connection with the foregoing, Licensee will (a) notify Licensor promptly in writing of any such Claim; (b) give Licensor sole control of the defense and/or settlement of such Claim; and (c) gives Licensor all reasonable information and assistance as necessary for Licensor to defend such Claim. Notwithstanding the foregoing, Licensor's obligations as set forth above in this Section shall only be excused to the extent Licensee's failure under subsections (a)-(c) herein materially prejudices Licensor's ability to defend a Claim.

2. Licensee shall indemnify, defend and hold harmless Licensor and each of its Affiliates and each of their respective officers, directors, employees, and agents (each, a "Licensor Indemnitee") from and against any and all damages, costs, liabilities, expenses (including, but not limited to, reasonable fees of outside counsel, discovery costs, and court costs), judgments, settlements and penalties of every kind as are finally awarded against or actually incurred by Licensor Indemnitee, or which are otherwise payable by Licensor Indemnitee pursuant to a settlement or compromise, to the extent based upon or arising from any third-party Claims that arise out of or relate to: (i) any use or creation of content by Licensee outside the scope of the Licensed Materials as contemplated under this Agreement; (ii) any other materials or information (including any documents, data, specifications, software, content or technology) provided by or on behalf of Licensee; (iii) gross negligence or willful misconduct by Licensee or any third party on behalf of Licensee in connection with this Agreement; (iv) failure by Licensee to comply with applicable laws; or (v) a breach of this Agreement by Licensee.

L. Mitigation. If the Licensed Material, or any component thereof, is, or in Licensor's opinion is likely to be, claimed to infringe, misappropriate or otherwise violate any third-party intellectual property right, or if Licensee's use of the Licensed Material is enjoined or, as determined by Licensor, is threatened to be enjoined, Licensor may, at its option and sole cost and expense: (i) obtain the right for Licensee to continue to use the Licensed Material materially as contemplated by this Agreement; (ii) modify or replace the Licensed Material, in whole or in part, to seek to make the Licensed Material (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Licensed Material, as applicable, under this Agreement; or (iii) by written notice to Licensee, terminate this Agreement and require Licensee to immediately cease any use of the Licensed Material, and will provide to Licensee a refund of any Fees pre-paid by Licensee as of such termination.

M. Miscellaneous

1. Neither party shall assign or otherwise transfer this Agreement or any rights or obligations hereunder, in whole or in part, whether by operation of law or otherwise, to any third party without the other party's prior written consent. Notwithstanding the foregoing, Licensor shall have the right to assign this Agreement to its Affiliate or to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any purported transfer, assignment or delegation without such prior written consent will be null and void and of no force or effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

2. This Agreement represents the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, with respect to the matters covered by this Agreement, and is not intended to confer upon any third party any rights or remedies hereunder. Licensee acknowledges that it has not entered in this Agreement based on any representations other than those contained herein. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by both parties. If there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any other document, the terms and conditions of this Agreement shall prevail, unless otherwise mutually agreed to in writing by the parties in the other document. The waiver of one breach or default or any delay in exercising any rights shall not constitute a waiver of any subsequent breach or default.

3. This Agreement shall in all respects be governed by the laws of the State of California without reference to its principles of conflicts of laws. The parties hereby agree that all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in the federal and state courts within San Francisco County, California and/or, if applicable, the United States District Court for the Ninth (9th) District, and waive objection to the exercise of such jurisdiction on forum non conveniens grounds or otherwise.

4. Neither party shall be deemed in default under this Agreement, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations under this Agreement due to causes beyond its reasonable control including, but not limited to: earthquake, flood, fire, storm or other natural disaster, act of God, labor controversy or threat thereof, civil disturbance or commotion, disruption of the public markets, war or armed conflict or the inability to obtain sufficient material, supplies, labor, transportation, power or other essential commodity or service required in the conduct of its business, including internet access, or any change in or the adoption of any law, ordinance, rule, regulation, order, judgment or decree.

5. If any provision of this Agreement is held invalid or unenforceable under applicable law by a court of competent jurisdiction, it shall be replaced with the valid provision that most

closely reflects the intent of the parties and the remaining provisions of the Agreement will remain in full force and effect.

6. Nothing in this Agreement is to be construed as creating an agency, partnership, or joint venture relationship between the parties hereto. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

7. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

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