

Master License Agreement

This Master License Agreement is entered into as of the last date signed below, (Effective Date) between Note Investments LLC dba Advanced Seller Data Services ("Licensor") whose address is 16869 SW 65th Avenue, #508, Lake Oswego, OR 97035 and Licensee as described herein. Licensee desires to purchase certain records and services from the Licensor. For consideration granted by both parties, and sufficiency is hereby acknowledge, the parties agree to be legally bound to the following:

Agreement

Applicability

This Master License Agreement between Licensor and Licensee governs all transactions in which Licensor provides any data or other services to Licensee including all records, data, software, data enhancement, computer services or analytical services (collectively "Resources")

License Granted

Licensee agrees Licensor is the sole owner of all Resources provided by Licensor to Licensee. Licensor shall retain and own 100% of all rights, title and interest in and to all Resources provided hereunder this Agreement and Licensee shall be granted a license to use Resources provided by Licensor only as specifically permitted within this Agreement.

Licensee agrees it will use Licensor's Resources for marketing purposes only in accordance with all federal, state and local laws, applicable Direct Marketing Association Guidelines and in a manner giving consideration to matters of privacy and confidentiality.

Non-Transferability of License

Licensor grants to Licensee a limited, non-exclusive, non-transferable license to use Licensor's Resources specifically for Licensee's internal use. Licensee and its employees, agents, subcontractors or any other affiliate shall not make copies, resell, rent, lease, sublicense, assign, distribute, allow access to or otherwise transfer the Licensor's Resources to any third person or entity for any purpose. Licensee is responsible for all unlicensed use of Resources provided by Licensee. Nothing contained in this Agreement shall be interpreted to convey to Licensee or any other party any right, title or interest in Licensor's Resources.

Limited Warranties

Licensee acknowledges Licensor's Resources are compiled from public records and other sources. Therefore, neither Licensor nor its suppliers guarantee the accuracy or completeness of the Resources. Licensor expressly disclaims all warranties without limitation, expressed or implied, to the fitness or appropriateness of the use of the Resources for any particular purpose. No Information or advice provided by Licensor shall create a warranty or in any way increase the scope of the warranties to the Licensee.

Licensee agrees Licensor's scope, coverage and available data elements are dependent on Licensor's suppliers and therefore, neither Licensor nor its suppliers guarantee the accuracy or continuation of Resources previously or currently available. Licensor will make a good-faith effort to inform Licensee when material changes are made to its coverage or data elements. Licensee holds Licensor harmless if Licensor's suppliers discontinue, are unable, or refuse to deliver data Licensee desires.

Licensor will make reasonable efforts to deliver records requested by Licensee in the most expedient time possible. However, Licensee understands Licensor may experience delays in delivery including but not limited to problems with its computer system, the absence of key personnel, or loss of power or other service vital to Licensor. When an extraordinary delay in delivery may occur, Licensor will make reasonable efforts to inform Licensee.

Licensee represents and warrants to Licensor its ability to possess or use the Resources under this Agreement does not violate any Agreement to which Licensee is a party. Licensee assumes sole responsibility for the use of all Resources received including but not limited to any party who obtains Resources legally or illicitly from Licensee.

Licensee acknowledges certain laws, rules and regulations restrict telemarketing, direct mail and e-mail activities, including those that permit consumers to give notice they do not wish to receive sale solicitations. Because such laws change from time to time and vary geographically, Licensee gives no warranty the names, addresses or telephone numbers included in its Resources have been identified or deleted from its Resources.

Limited Liability

Licensor and its suppliers shall not be liable to Licensee for any claim or loss resulting from the content of, errors or omissions in, or the use of the information or data in or retrieved from Licensor's Resources. Nor shall Licensor or its suppliers have an obligation or liability for incidental, consequential and/or special damages arising from or related to any obligations or performance or non-performance of delivery or content of its Resources under this Agreement regardless whether or not a party was advised such damages or how such damages arise or may arise.

Under no circumstances shall Licensor's aggregate cumulative liability hereunder, whether in contract, tort, or otherwise, exceed the total amount of fees actually paid to Licensor by Licensee under this Agreement during the three month period immediately preceding the date that the claim arose.

Licensor, its officers, employees, agents and suppliers shall not be liable to Licensor for any claim, damage, loss, liability or injury of any kind resulting in any way from errors or omissions in the Licensor's Resources; use of the Licensor's Resources by Licensee or any party receiving any Licensor's Resources from Licensee legally or illicitly; or the content of the Licensor's Resources provided under this Agreement. Licensee's exclusive remedy regarding defects in the Resources shall be to have Licensor correct such defect(s) within thirty (30) days after written notice from Licensor. If Licensor is unable to correct such defects after utilizing commercially reasonable efforts, then Licensee's sole and exclusive remedy is to terminate this Agreement.

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Term of Agreement

Parties agree this License shall remain in effect for a period of five years from the Effective Date or the life of any agreement, contract or commercial agreements, whichever is longer, and will automatically renew itself thereafter for subsequent one year terms unless mutually agreed to in writing to cancel same within thirty days of the anniversary of the Effective Date in this Agreement.

Fulfillment of Resources

Licensee must instruct Licensor, on Licensor's Order Form or other written format acceptable to Licensor ("Order Form"), the criteria to be used to determine the records, data elements and any other Resources Licensee desires from Licensor. Licensee shall provide Licensor with all information necessary to define each order. In absence of Licensee providing such information, Licensor may rely upon either a prior course of dealing or Licensor's custom for fulfilling its customer's orders. The terms of this Agreement shall be superior to, and supersede, and conflicting or inconsistent terms contained in any Order Form or other documents.

Upon full payment made by Licensee, Licensor shall deliver Resources requested by Licensee to a location designated by Licensee in a format specified on the Order Form. If Licensor can not fulfill the data order as requested, it shall inform the Licensee by any of the following: e-mail or, phone or, regular mail to the contact information on Licensee's most recent Order Form. Licensor reserves the right to waive the pre-payment and order form requirements.

If Licensee changes or cancels an individual order, or any portion thereof after Licensor has commenced work of such order, Licensee shall be liable to Licensor for all commercially reasonable charges incurred by Licensor before it received notice of said change or cancellation.

Use of Special Resources

If Licensee elects to acquire Licensor's Deliverability Score or Investment Grade Score, Licensee agrees the scores and probability calculated by Licensor are proprietary in nature and can not be reverse engineered. Licensee further acknowledges the scores and probabilities calculated by Licensor were developed for Licensor's internal use and Licensor does not warrant the appropriateness or suitability of the scores for any particular purpose.

If Licensee elects to acquire Licensor's "All Available Fields" extended database, Licensee will provide the available data for the requested fields. Licensee agrees the availability, scope, content and reliability of the data will vary depending on Licensee's ability to obtain data from the county.

Confidentiality

Licensee agrees that all Resources provided by Licensor are proprietary and confidential and Licensor will not provide or disclose any information regarding any Resources to any third party, in whole or in part, for any purpose. Under no circumstances will Licensee, its employees, agents or any third party be allowed to attempt, directly or indirectly, to discover or reverse engineer any confidential and proprietary Resources.

Licensee shall not allow internet access to Licensor's Resources stored on Licensee's computer and shall take all commercially reasonable steps to prevent unauthorized intrusion on their computer.

Use for Telemarketing or e-mailing

Licensee is required to adhere to all Federal, state and local regulations for contacting potential customers. If Licensee acquires additional information including but not limited to phone numbers and e-mail addresses using the Licensor's Resources, the Parties agree to the following: 1) the additional information provided from a Third Party Vendor (Vendor) shall be the sole property of Licensee and all Resources provided by Licensor shall remain property of Licensor. 2) Licensee warrants to Licensor and agrees Licensor shall be held harmless from any and all liability regarding the use of the Resources for illegal marketing campaigns. 3) Licensee agrees to be solely liable for any and all misuse or illegal use of Resources by Vender.

Third Party Processors

In the event Licensee utilizes the services of a Third-Party Processor, Licensee shall identify such processor to Licensor and deliver to Licensor a "Acknowledgement of Third-Party Processor" form in a format required by Licensor.

Relationship of Parties

Each party to this Agreement shall perform all services as independent contractors. Nothing contained in this Agreement shall be deemed to create any partnership, association, joint venture, or relationship of principal and agent or master and servant between the parties.

Breach of Contract

No waiver of any breach or failure or delay in exercising any right, power or remedy of any provision of this Agreement shall constitute a waiver of the same or any other provision hereof with respect to prior, concurrent or subsequent occurrences and no waiver shall be effective unless made in writing and signed by an authorized representative of the party against whom enforcement of such waiver is sought.

Notwithstanding any provisions contained in this Agreement, parties shall have a thirty-day opportunity to cure any Breach of Contract set forth in the Agreement in which breach is susceptible of cure. This cure period will commence upon the earlier of either the aggrieved Party's discovery of the breach or the date of aggrieved party's written notice to the other party of the breach.

Remedies for Breach of General Contract

If Licensee is found to have breached this Agreement, Licensor may immediately terminate this Agreement and Licensee's right to use all Resources provided by Licensor and demand Licensee destroy all copies of all Resources.

In the event Licensee fails to pay Licensor within 30 days of the due date of such payment, Licensor can terminate Agreement and/or charge interest on past due payments at the highest interest rate allowed by law. Licensor, solely at its option may reinstate the Agreement, after payment is received.

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Licensee's sole liability hereunder will be, at Licensee's option: 1) reperformance of Licensee's services or 2) a refund of any fees Licenser has paid for those services in dispute. In no event shall the refund exceed the amount equal to the lessor of the most recent three months of fees collected by Licensee or one month after Licensee should have been aware a condition of liability existed. In no event is Licenser liable for any incidental or consequential damages whether foreseeable or not and however caused, even if Licenser is advised the possibility such damages might arise.

Remedies for Breach of Non-Transferability Clause

If Licenser discovers Licensee breached the non-transferability clause of this Agreement, sold or provided Resources in any manor to any third party, either voluntarily or involuntarily, Licenser may terminate this Agreement and bill Licensee's credit card for either of the following at Licenser's option: 1) all Resources previously provided to Licenser under this Agreement and all prior Agreements at Licenser's Resale Rate, or 2) A payment of \$500 for each seeded record mailed by third party and returned to Licensee. Licenser's Resale Rate is the price Licensee paid Licenser to originally receive the Resources multiplied by ten (10). Licensee agrees Licenser's Resale Rate is the reasonable market value to compensate Licenser for third party use of Licenser's Resources. Licensee agrees Licenser may "seed" records supplied to Licensee, in a manor to identify a specific Licensee, to insure compliance with this Agreement and such seeded records are justified to be the only evidence required to prove a Breach of License.

If Licenser is unable to obtain reimbursement to satisfy the breach, Licensee shall be additionally responsible to indemnify and forever hold Licenser harmless from any and all costs, damages, suites, claims, losses, liabilities and expenses, including actual attorney's fees arising directly or indirectly for Licensee's breach.

Cumulative Remedies

Subject to the express limitations set forth elsewhere in this Agreement, all remedies set forth in this Agreement are cumulative, and not exclusive of any other remedies of a party at law or in equity, statutory or other forms.

Dispute Resolution

The parties agree to resolve any dispute arising out of or relating to this Agreement, orders placed by Licensee, or the parties' respective rights or performance obligations hereunder in the following manner:

To initiate a dispute resolution, one party must deliver to the other a written dispute notice with a brief description of the disputed issues. Then, during the thirty-day period immediately following the date that the other party receives the dispute resolution notice, the parties will meet or conference by phone and negotiate to resolve the dispute(s) at issue. Any and all disputes that the parties are unable to resolve during any such thirty day period shall brought before binding final arbitration under the auspices of the American Arbitration Association ("AAA") in Portland Oregon, in accordance with the commercial arbitration rules of the AAA before a single neutral arbitrator having at least ten years experience with respect to license Agreements. The arbitrator shall be mutually agreed upon by the parties, but if they are unable to agree on an arbitrator, the arbitrator shall be appointed by AAA. The arbitrator shall be selected within five business days following the initiation of the arbitration proceeding by either party and the arbitrator shall make a final ruling within ninety days after the date of his or her appointment. The arbitrator's decision shall be final and binding as to all matters of substance and procedure and may be enforced by a petition to an Oregon Superior Court, which may be made ex-parte, for confirmation and enforcement of the decision. All arbitration proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitrator's decision.

Assignability

This Agreement may be assigned by Licenser to any other person or entity with prior written notice to the Licensee. This Agreement is binding on the successors, legal representatives and assigns of the Licenser. The Licensee is specifically prohibited from assigning this Agreement.

Severability

The provisions of this Agreement are severable. In the event any provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement. Any provision of this Agreement found to be unenforceable should be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under applicable law.

Non personal signers

If Licensee is a corporation, limited liability company or partnership, signor represents they are duly authorized by all necessary corporate or partnership actions to sign this Agreement and all Amendments, Addendums and Exhibits to this Agreement on behalf of Licensee.

Choice of Law

This Agreement shall be governed by and construed in accordance with the laws and judicial decisions of the State of Oregon as to its legal effect, validity, construction and interpretation. Except for the arbitration of any dispute described above, both parties hereby consent to the jurisdiction of the courts of Oregon, whether federal, state, or local, with respect to actions that arise out of or relate to this Agreement.

Survival

All obligations, warranties, disclaimers and limitations on liability shall survive the expiration or termination of this Agreement. All terms of this Agreement shall be binding and inure to the benefit of the parties hereto, their respective heirs, representatives, successors, assigns and designees.

Notices

All notices and other communications hereunder shall be in writing and mailed certified or registered, return receipt requested with postage prepaid to the addresses set forth in paragraph one of this Agreement.

Complete Agreement

This Agreement and all Amendments, Addendums and Exhibits attached hereto, if any, represent the entire Agreement of the parties and supersedes and replaces all prior understandings and/or Agreements, whether written or oral. Any amendments, addendums, covenants, modifications, supplements, representations or warranties to this Agreement shall be in writing and executed by an authorized representative of both parties. Order Forms from the Licensee do not require Licenser's signature but are considered as Exhibits to this Agreement upon

Licensor's attempt to fulfill order. The terms, provisions, representations and warranties contained herein shall not merge in but shall survive the closing of the transaction.

I declare under penalty that I have read this Agreement and that all information provided herein by the undersigned as Licensee is true and correct.

Dated: _____

Licensee (company)

Note Investments LLC
dba Advanced Seller Data Services

Company Name: _____

Signature: _____

BY: Scott Arpan
ITS: Organizer

Print Name: _____

Title of Signer: _____

Company Address:

16869 SW 65th Avenue, #508
Lake Oswego, OR 97035