

COMFORTSTAY ASSISTANCE

LICENSE AGREEMENT

THIS AGREEMENT is made by and between ComfortStay Assistance a corporation duly organized and existing under the laws of the State of Texas, with its principle place of business at 701 Brazos St., Suite 500, Austin, TX 78701.

RECITALS

WHEREAS the licensee desires to sell Licensor's product concept, and the licensor is willing to grant the licensee a limited right to do so pursuant to the terms and conditions of this license.

In consideration of the mutual promises, covenants and agreements hereinafter contained it is herein mutually agreed as follows:

1. Where used in this Agreement, the term "Licensee" shall include the term Assignee and Transferee
2. The parties agree that the Licensor has expended considerable time and expense in developing knowledge in the professional home care business consisting, in part, of formulating, designing, preparing, marketing, advertising, establishing business systems, and development of the name and logo, and thus has established a reputation, demand, and goodwill. Licensor is the originator and creator of a unique, valuable, and proprietary home care system known as the ComfortStay Assistance, Inc. System and Licensor's tangible and intangible expenditures are hereby regarded as interrelated and essential for further promotion, development, and public awareness of the concept known as the ComfortStay Assistance, Inc. System.
3. The parties hereto acknowledge that Licensee will not engage in the use of Licensor's ComfortStay Assistance, Inc. name, only the ComfortStay Assistance, Inc. System model and association training.
4. Licensee recognizes that it does not acquire any goodwill interest in the Licensor's proprietary, intellectual property or ComfortStay Assistance, Inc. System, in whatever form used.
5. The license fee, goodwill, and rights that are established in this Agreement constitute the consideration to the Licensor for licensing its ComfortStay Assistance, Inc System.

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6. The license, training, trade secrets, marketing consultation, and other rights that are established in this Agreement constitute the consideration to the Licensee for its licensing by the Licensors of the ComfortStay Assistance, Inc. System.
7. Licensee understands and agrees that upon acceptance of this Agreement by Licensors, said Agreement shall then become an enforceable contract between Licensors and Licensee in accordance with the provisions stated herein.
8. In consideration of the above recitals, the terms and covenants of this Agreement, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

SECTION ONE **LICENSE**

- A. Licensors grants to, and the Licensee shall have, the exclusive right, throughout the term of this Agreement, and subject to the provisions hereinafter set forth, to engage in the use of the ComfortStay Assistance, Inc. System.
 1. Licensors shall maintain a home page on the World Wide Web of the Internet with and URL address of <http://www.qualitycompanionship.com> and distribute all leads and orders received from such advertisement to Licensees based on, but expressly not limited to: location; capability of addressing the needs of the lead; and the Licensee's current standing with ComfortStay Assistance, Inc.
 2. Licensors shall bear all costs associated with the placement of said homepage and shall maintain such homepage for Licensees until such time that this Agreement expires, is terminated, or after consultation with Licensees which results in a determination that such mode of advertising is no longer effective.

SECTION TWO **LICENSE FEES**

License Fee Payment

- A. The Licensors, in consideration of a License Fee Payment of three thousand six hundred and fifty dollars (\$3,650); shall provide to the Licensee all materials otherwise described in this Agreement with the inclusion of Licensee training. **The delivery date of training, manuals, tangibles, etc. shall be no earlier than 2 weeks once deposit is received and no later than (forty five) 45 days.**
- B. Once accepted into the program, Licensee shall pay to Licensors prior to or concurrently with Licensee's execution of this Agreement, a fee in the amount of three thousand six hundred and fifty dollars (\$3,650). This amount is the total cost of License fee. **THIS AMOUNT IS NON REFUNDABLE.**

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- C. Upon full payment of the Initial License Fee, the Licensee shall receive the right to conduct business under the terms and conditions of this Agreement, and to receive from the Licensor, its agents or employees, services and assistance set forth in this Agreement.

Material Breach

- D. Non-payment of any balance of the Initial License Fee constitutes a material breach of this Agreement, and all rights to the intellectual property provided by the Licensor is subject to an immediate reversionary interest in the Licensor until any and all monies then due and payable are in fact paid in full. Non-payment of such fees will entitle the Licensor to demand a ceasing of operation pending full payment.

**SECTION THREE
LICENSE TERMS UNDER THIS AGREEMENT**

License Term

- A. The term of this License shall be twelve (12) months from the date of the execution of this Agreement by both Parties. Included in the Licensee Fee Payment set forth in SECTION TWO of this Agreement will be all materials otherwise provided for under the terms of this Agreement, maintenance, and support, without charge. This will include, but is not necessarily limited to: (1) Telephone support by 800 number; (2) wholesale product/vendor negotiation assistance; (3) current vendor source listings; (4) order and lead referral by Licensor when directly contacted by an ultimate customer by, e.g., letter, telephone call, e-mail, facsimile, World Wide Web web-site, etc.; (5) periodic newsletters; (6) product/service enhancement consultation; (7) promotional concept support; (8) public relations support; (9) marketing support; and (10) operation and procedure manuals.
- B. At the termination of the Initial License Term, the maintenance and support set forth in PART A of this SECTION THREE shall become an option, which is exclusively the right of the Licensee to elect. The charge for this option is zero dollars (\$0) per year.

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SECTION FOUR
TRAINING OF LICENSEE

- A. All Licensees shall receive applicable training materials that will include but is not necessarily limited to: (1) written materials; (2) all company manuals, additionally, Licensee will undergo training.

- B. Each Licensee shall receive and must complete the ComfortStay Assistance, Inc. training program. Training may be completed under either SUBPART 1 or SUBPART 2 of this PART C of this SECTION FOUR.
 - 1. Training to be conducted at the principle place of business of ComfortStay Assistance, Inc. in Austin, Texas. All costs and expenses of transportation and meals incurred by the Licensee will be the responsibility of the Licensee. Five nights of hotel accommodations will be the responsibility of the Licensee. Dates of training will be scheduled by the principles of ComfortStay Assistance, Inc. No additional fees for the training session itself will be incurred.
 - a. The length of training is as follows: 2 days

 - 2. If Licensee prefers training by phone there will be no additional fees.**

In addition to the initial ComfortStay Assistance, Inc. System training, the Licensor shall maintain a toll-free 800 telephone number and e-mail address for response to questions not addressed in the ComfortStay Assistance, Inc. procedure manuals. The phone number for ComfortStay Assistance, Inc. is toll free 1-866-305-8320. The email address for ComfortStay Assistance, Inc. is info@qualitycompanionship.com. Licensee understands and accepts that certain methods of communication as set forth in this paragraph may be subject to economic, technological, or other influences.

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**SECTION FIVE
LICENSOR AND LICENSEE DUTIES**

Initial Services

- A. Licensor Shall:
1. Make available to Licensee any assistance that may be required, based on the experience and judgment of Licensor, in the pre-opening, opening, and initial conduct of the Licensee's business operation, and in confirming to the requirements of the ComfortStay Assistance, Inc. System as set forth in PART A of SECTION THREE of this Agreement.
 2. Provide operating procedures to assist Licensee in developing records and controls, certain policies, production methods, and approved sources of supply as set forth in PART A of SECTION THREE of this Agreement.
- B. Licensee Shall:
1. **ASSUME ALL RESPONSIBILITY FOR COMPLIANCE WITH ALL FEDERAL, STATE, OR LOCAL STATUTES, REGULATIONS, POLICIES OR RULES.**

Continuing Services

- C. Licensor shall maintain a continuing advisory relationship with Licensee, including consultation with Licensee in the areas of marketing, merchandising, and general business operation, providing the Licensee is current in all fees with the Licensor as set forth in PART B of SECTION THREE of this Agreement.

**SECTION SIX
INDEMNIFICATION OF LICENSOR**

If Licensor shall be subject to any claim, demand, fine, debt, charge, or become a party to any suit or other judicial or administrative proceeding by reason of any claimed act or omission by Licensee, his or her employees or agents, or by reason of any act occurring on the Licensee's premises, or by reason of an omission with respect to the business or operation of the Licensee's business or operation thereof, Licensee shall indemnify and hold Licensor harmless against all judgments, settlements, penalties, and expenses, including attorney fees, court costs and other expenses of litigation or administrative proceedings, incurred by, or imposed on Licensor in connection with the investigation or any defense relating to such claim or litigation or administrative proceeding and, at the election of Licensor, Licensee shall also defend Licensor.

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**SECTION SEVEN
ASSIGNMENT OR TRANSFER BY LICENSEE**

Assignment by Licensee

- A. Licensee shall not sell, transfer or assign this License to any person or persons without Licensor's prior written consent. It is hereby understood and agreed that any attempted or purported transfer, assignment, sale or other conveyance by the Licensee without the Licensor's written consent thereto shall be null and void. Such consent shall not be arbitrarily withheld.
- B. Where the Licensee desires to assign, transfer, sell or convey his or her rights, and the License granted hereunder, to some person or persons other than an original signatory to this Agreement:
1. Any public advertisements offerings Licensee's interest for sale shall not include and reference to Licensor or to the ComfortStay Assistance, Inc. name, but shall identify the business for sale only as a home care business.
 2. The Assignee or Transferee shall execute the then current License Agreement, which shall be effective for the un-expired term of this Agreement.

Transfer Upon Death or Permanent Incapacity of Licensee

- C. Upon the death or permanent incapacity of Licensee, this Agreement and the License granted hereunder shall be transferable to the Licensee's heirs or legal representatives upon prompt written application by said heirs or legal representative to the Licensee for the right to assume the performance of the Licensee's obligations hereunder in the same manner as if the applicant were a proposed purchaser under the appropriate provisions of the above paragraphs.

Assignment or Transfer Fee

- D. Licensee, Assignee or Transferee, or his or her heirs or personal representative, shall pay to Licensor One Thousand Two Hundred and Fifty Dollars (\$1,250) for each assignment or other transfer to cover the cost of training the Assignee or Transferee and other expenses associated therewith.
- E. The Assignee or Transferee understands and accepts that the training provided within the ComfortStay Assistance, Inc. System is valuable and unique from other similar home car systems. Therefore, each Assignee or Transferee shall complete the ComfortStay Assistance, Inc. System training as set forth in PART B of SECTION FOUR of this Agreement.

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SECTION EIGHT
DEFAULT

- A. Any of the following events will constitute a Default under the terms of this Agreement.
1. If License shall engage in an affirmative act of insolvency or by the filing by Licensee of a petition under any bankruptcy, reorganization, insolvency, or moratorium law, or any law for the relief of, or relating to, debtors;
 2. Failure to make any payment required by this Agreement within fifteen (15) days after written notice is given to Licensee that such payment is overdue.

SECTION NINE

ARBITRATION UPON MATERIAL BREACH

- A. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administration administered by the American Arbitration Association in accordance with its current rules and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- B. If Licensor shall make demand upon Licensee for arbitration, such arbitration shall be conducted in Austin, Texas. If Licensee shall make demand for Arbitration, such arbitration shall take place in Austin, Texas.
- C. This Agreement providing for arbitration in this State confers jurisdiction on the court to enforce the Agreement under the laws of the State of Texas, the *Uniform Arbitration Act*, and to enter a judgment on an award under Part Two thereof.

SECTION TEN

CONFIDENTIAL INFORMATION AND PROTECTION OF TRADE
SECRETS

- A. During the term of this Agreement and thereafter **forever**, Licensee shall not communicate, divulge or use for the benefit of Licensee, any person, persons, partnership, association or corporation, any confidential information, knowledge or know-how concerning the methods of operation of ComfortStay Assistance, Inc. which may be communicated to Licensee, or of which Licensee may be apprized, by virtue of Licensee's operation under the terms of this Agreement. Such information may include but is not limited to: promotional materials, packaging and design, new products, marketing information, costs or other financial data.

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- B. Licensee shall not divulge any business, proprietary or confidential information orally or in writing. Any and all information, knowledge, know-how, trade secrets and techniques, which Licensor designates as confidential, shall be deemed confidential for purposes of this Agreement.

SECTION ELEVEN
RELATIONSHIP OF THE PARTIES

- A. In all matters pertaining to the operations of the Licensee's business under the ComfortStay Assistance, Inc. System, Licensee is and shall be an independent contractor with entire control and direction of his or her business operations, acting separate and apart from any business that may be operated by Licensor, and subject only to the conditions and obligations established by this Agreement. No employee of Licensee shall be deemed to be an employee of Licensor. Neither Licensee nor any person performing any duties or engaged in any work on the Licensee's premises at the request of Licensee shall be deemed an employee or an agent of the Licensor. Licensee shall have no authority, express or implied, to act as an agent of Licensor for any purpose. Licensee is, and shall remain, an independent contractor responsible for all obligations and liabilities of, and for all loss or damage to, the home care business he or she operates, including any personal property, equipment, fixtures or real property connected therewith and for all claims or demands based on damage or destruction of property or based on injury, illness or death of any person or persons, directly or indirectly, resulting from the operation of the Licensee's business. Further, Licensee and Licensor are not partners or in partnership or association in any way, are not joint employers, and shall not be construed to be joint tortfeasors under any circumstances. Neither party hereto shall be liable for the debts or obligations of the other.
- B. Nothing contained in this License Agreement shall be construed so as to limit or affect in any way, or entitle Licensee to share in, the profits, revenues, or income which Licensor may earn or charge on sale to Licensee of products or services, and Licensee expressly acknowledges that Licensor may earn or receive such amounts without any obligation therefore to Licensee.

SECTION TWELVE
REMEDIES CUMULATIVE

The rights and remedies of the parties specifically provided for herein shall not be in substitution for, but shall be in addition to, any and all other rights and remedies to which they shall be respectively entitled at law or equity.

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SECTION THIRTEEN
ATTORNEY'S FEES AND OTHER COSTS

If Licensor institutes any action at law or in equity against Licensee to secure or protect Licensor's rights under or to enforce the terms of the License Agreement, in addition to any judgment entered in its favor Licensor shall be entitled to recover such reasonable attorney's fees, witness fees, investigation fees, paralegal fees, and other fees, costs and expenses as may be allowed under the Rules of the American Arbitration Association or court of competent jurisdiction.

SECTION FOURTEEN
NOTICES

- A. It is mutually understood and agreed that all notices and communications shall be in writing and addresses and sent by Registered or Certified Mail, return receipt requested, or served personally to the Licensor at ComfortStay Assistance, Inc. Austin, Texas, or other future address provided in writing under the Agreement, and to Licensee at his or her last known mailing address.
- B. The current registered agent for ComfortStay Assistance, Inc. is Debbi Gultz, 5010 Riverview Dr., Alvin, Texas 77511

SECTION FIFTEEN
CHOICE OF AND GOVERNING LAW

This agreement takes effect upon its acceptance and execution by Licensor, and shall be interpreted, construed and enforced under the laws of the State of Texas, which laws shall prevail in the event of any conflict of law.

SECTION SIXTEEN
ENTIRE AGREEMENT

- A. This Agreement shall supersede any and all prior and existing agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and this Agreement contains all the covenants and agreements between said parties and constitutes the entire agreement of the parties with respect to the subject matter of this Agreement.
- B. Licensee acknowledges that neither Licensor nor anyone on behalf of Licensor has made any representations, inducements, promises or agreements, orally or otherwise, respecting the subject matter of this Agreement, which are not embodied herein.

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SECTION SEVENTEEN
ACKNOWLEDGMENT OF LICENSE INVESTIGATION

- A. Licensee acknowledges that he or she has conducted an independent investigation of the Licensors and its Home Care System and recognizes that the home care venture contemplated by this Agreement involves business risks and will be dependant upon the ability of the Licensee as an independent business person.

- B. Licensors expressly disclaims the making of, and Licensee acknowledges that it has not received, any warranty or guaranty, express or implied, as to potential volume, profits or success of the home care venture contemplated by this Agreement or of the territory or location from which it shall be conducted.

Accepted by:

Date

Licensee

Date

Licensee

Date

Michael Gultz for ComfortStay Assistance, Inc.
Licensors

ComfortStay Assistance, Inc.

ADDENDUM TO CONTRACT LICENSING AGREEMENT

Licensee understands and acknowledges that any and all referrals, appointments, sales, and profits of the Licensee's business are derived exclusively, only, and solely from the efforts of Licensee. Licensor neither guarantees the amount of Licensee's orders, appointments, sales or profits, nor a minimum number of referrals from licensors internet home page on the World Wide Web. Licensee understands and acknowledges that profits will vary from Licensee to Licensee, and are not based on any guaranties or warranties, whether expressed or implied, by the Licensor.

ACCEPTED BY:

LICENSEE

DATE

LICENSEE

DATE

LICENSOR

DATE

ComfortStay Assistance, Inc.

ADDENDUM TO CONTRACT
LICENSEE'S UNDERSTANDING OF BUSINESS ENTITY

By this Addendum, Licensee acknowledges that he or she is purchasing a license to distribute Home Care Services under the ComfortStay Assistance System. Licensee further understands and acknowledges that such system is not a franchise s that term applies under any Federal or State regulations, rules or statutes.

Licensee Understands and Acknowledges that he or she is under no further obligation to pay any ongoing Business or royalty Fees as a result of purchasing a ComfortStay Assistance License. The only fee charged to the Licensee by the Licensor is the initial fee of three thousand six hundred and fifty dollars (\$3,650.00).

Licensee also Understands and Acknowledges that he or she is under no obligation to follow any specific operating procedures in running their Home Care Business and that ComfortStay Assistance Places no Restrictions on Licensee's Business Methods, Marketing Methods, Client Care or other services offered.

Licensee Understands and Acknowledges that ComfortStay Assistance As Licensor serves in an Advisory and Support Capacity, without requiring Licensee to adhere to or comply with any Restrictions as to the Operation of his or her Business.

Signed and Acknowledged by Licensee by His or Her Signature Below.

LICENSEE

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