

TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT (this "Agreement") is entered into by and between ORION ADVISOR SOLUTIONS, INC., a Delaware corporation ("OAS") and the company listed below ("Licensee") and is effective as of the date of confirmed approval by OAS of this Agreement ("Effective Date"). For purposes of this Agreement, "OAS" shall include its respective parent, subsidiary and affiliated companies, as applicable.

Licensee (Company Name): _____

Individual to Contact: _____

Street Address: _____

City: _____ State: _____

Zip/Postal Code: _____ Country: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Licensee's Site: _____
(provide name and address of Licensee's page/URL on the World Wide Web, if applicable)

1. Subject to the terms of this Agreement, OAS grants Licensee a limited, non-exclusive, non-transferable, royalty-free, worldwide license to use OAS's logos (the "OAS Logos") as set forth on **Exhibit A** of this Agreement and only for the purposes described thereon. Should Licensee's use of the OAS Logos change or deviate from what is contemplated on Exhibit A, Licensee shall notify OAS of such change immediately. Each such instance will need to be pre-approved by OAS prior to such use.
2. Upon OAS's request, Licensee shall supply OAS, at no cost and with no obligation to return, suitable specimens of its use of the OAS Logos to verify Licensee's compliance with this Agreement.
3. OAS shall remain the exclusive owner of all OAS Logos, Licensee's use of the OAS Logos shall exclusively inure to the benefit of OAS. Licensee will not do anything to compromise OAS's rights in and to the OAS Logos, such as filing any identical or confusingly similar trademark applications anywhere in the world, now or in the future.
4. THE OAS LOGOS ARE PROVIDED TO LICENSEE ON AN "AS IS" BASIS AND LICENSEE IS SOLELY RESPONSIBLE FOR ITS USE OF THE OAS LOGOS. OAS DISCLAIMS ALL WARRANTIES REGARDING THE OAS LOGOS, INCLUDING WARRANTIES OF NON-INFRINGEMENT. OAS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO LICENSEE'S USE OF THE OAS LOGOS, OR TERMINATION OF THIS AGREEMENT.
5. Licensee will defend, indemnify and hold harmless OAS against all losses, liability, and/or expense (including reasonable legal fees) arising out of any claims or suits, whatever their nature and however arising, which may be brought or made against OAS because of Licensee's use of the OAS Logos in any manner except as expressly permitted by this License.

6. This Agreement is valid for one (1) year from the Effective Date, unless otherwise terminated as per the provisions noted below. In order to renew this Agreement for an additional year, Licensee must submit a written request within thirty (30) days prior to the Agreement's expiration.
7. This Agreement shall terminate automatically upon Licensee's breach of any of the terms of this Agreement. This Agreement is revocable at will by OAS and OAS's sole discretion.
8. This Agreement shall be governed by and construed in accordance with the law of the State of Nebraska, without regard to the conflict of laws provisions thereof.
9. Licensee shall inform OAS in writing of any change in Licensee's physical or electronic address to the OAS address at the beginning of this Agreement.
10. The terms of this Agreement are the entire and final understanding between Licensee and OAS concerning the OAS Logos.

If the Licensee agrees to the terms of this Agreement, please fill out the relevant information requested above and return one originally signed copy of this Agreement in its entirety to the address listed at the beginning of this Agreement. Licensee will then be able to obtain and use the OAS Logos in accordance with the terms of this Agreement.

As an authorized representative of Licensee, I have read and agreed to the terms of the Orion Trademark License Agreement.

Licensee: _____

By: _____

Name: _____

Title: _____

Approved by:

Orion Advisor Solutions, Inc.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Purpose:

OAS Logos: