



**CLC TECHNOLOGY SOLUTIONS PROGRAM
ADDENDUM TO THE AGENCY AGREEMENT
BY AND BETWEEN
GEORGE MASON UNIVERSITY
AND
COLLEGIATE LICENSING COMPANY, LLC**

THIS ADDENDUM (“Addendum”), effective as of the date last signed below (the “Effective Date”), amends the Agency Agreement dated February 3, 2021 (the “Agreement”) by and between **George Mason University** (“University”) and **Collegiate Licensing Company, LLC** (“CLC”). University and CLC are referred to herein collectively as the “Parties” and sometimes individually as a “Party”. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Agreement.

WHEREAS, University and CLC are parties to the Agreement, as may be amended from time to time;

WHEREAS, University desires to participate in the CLC Technology Solutions Program (as defined herein), and the Parties desire to amend the Agreement to memorialize the terms of such participation.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **CLC Technology Solutions Program.** The Parties acknowledge that CLC maintains and offers a subscription-based program (the “Technology Program”) consisting of various technologies, platforms, systems, and tools (collectively, the “Technology Services”), as more particularly described on **Appendix “A”** attached hereto and by this reference made a part hereof, designed to assist CLC’s clients in their intellectual property management and online brand protection endeavors. University hereby agrees to subscribe to the Technology Program for those specific Technology Services selected below:

| Technology Services | Technology Partner | Subscription Period | Fee |
|---|--------------------|----------------------|--------------|
| [<input checked="" type="checkbox"/>] Social Media Monitoring (domestic + international) | Corsearch, Inc. | 1Feb2023 – 31Jan2025 | \$12,000/yr. |
| [<input checked="" type="checkbox"/>] Online Marketplace Monitoring (domestic + international) | Corsearch, Inc. | 1Feb2023 – 31Jan2025 | (included) |
| [<input checked="" type="checkbox"/>] Websites + Domains Monitoring (domestic + international) | Corsearch, Inc. | 1Feb2023 – 31Jan2025 | (included) |
| [<input type="checkbox"/>] NFT Marketplace Monitoring (domestic + international) | Corsearch, Inc. | - | \$1,000/yr. |



| | | | |
|--|------------------------------------|--|---------------------|
| <input type="checkbox"/> Paid Search Monitoring | Corsearch, Inc. | - | (varies) |
| <input type="checkbox"/> Trademark Watch Service | Corsearch, Inc. | - | (varies) |
| <input type="checkbox"/> Trademark Watch Service | Trademark Vision USA LLC/Clarivate | - | (varies) |
| | | Total Annual Technology Fees | \$12,000/yr. |
| | | First Year Total Technology Fee Pro-Rated given Initial Commencement Date of September 1, 2023 and end date of January 31, 2024 | \$5,030.64 |

2. **Payment Structure.** Subject to **Section 5** below, as consideration for the Technology Services to be provided hereunder during the Subscription Period, University shall pay to CLC the Total Technology Fees for each Contract Year (as defined herein) as follows (*Please check the applicable option below*):

- ☐ **One-time annual deduction from Annual Revenue.** For each Contract Year during the Subscription Period (and all renewals thereof or extensions thereto), CLC will deduct the Total Technology Fees in one (1) lump-sum installment from University's 1st Annual Revenue quarterly payment owed to University occurring during such Contract Year pursuant to the Agreement. If University's 1st Annual Revenue quarterly payment is less than the Total Technology Fees, then, no later than thirty (30) days following the applicable quarterly Annual Revenue payment date, University will pay CLC the difference between the Total Technology Fees due and the amount actually deducted and retained by CLC for such installment amount.
- ☒ **Four quarterly deductions from Annual Revenue.** For each Contract Year during the Subscription Period (and all renewals thereof or extensions thereto), CLC will deduct the Total Technology Fees in four (4) equal installments of Three Thousand and No/100 Dollars (U.S. \$3,000) from University's Annual Revenue quarterly payments owed to University pursuant to the Agreement. If University's Annual Revenue quarterly payment is less than the installment for the applicable quarter, then, no later than thirty (30) days following the applicable quarterly Annual Revenue payment date, University will pay CLC the difference between the applicable installment amount due and the amount actually deducted and retained by CLC for such installment amount.
- ☐ **One-time payment to CLC.** For each Contract Year during the Subscription Period (and all renewals thereof or extensions thereto), University will pay to CLC the Total Technology Fees in one (1) lump-sum installment no later than thirty (30) days following the Effective Date.

3. **General Payment Terms.**



(a) Technology Fees Distinct from Revenue Share. The Parties acknowledge and agree that all technology fees payable hereunder are in addition to and not in lieu of CLC's share of the Annual Revenue collected pursuant to the Agreement.

(b) Post-Termination Payments. If the Agreement terminates or expires before all Total Technology Fee payments have been paid to and/or deducted by CLC, University will pay CLC any and all unpaid amounts within thirty (30) days of such termination or expiration of the Agreement. CLC reserves the right to deduct all unpaid amounts from any remaining Annual Revenue payment(s) to the University.

(c) Late Payments. University will pay CLC an additional charge of one and one-half percent (1.5%) per month, compounded on a monthly basis, or the maximum rate allowed by law, if lower, on any payment due under this Addendum that remains unpaid after such payment becomes due.

4. **Term, Renewals, Contract Year.** The initial term of this Addendum shall commence on September 1, 2023 (the "Subscription Commencement Date") and end the sooner of: (a) termination or expiration of the Agreement or (b) termination or expiration of the last Technology Service Subscription Period, unless sooner terminated as permitted herein. The Addendum or the applicable Technology Services may be renewed or otherwise extended for subsequent one (1) year periods (or a partial year period if the Agreement terminates or otherwise ends sooner) upon mutual agreement of the Parties. Each such renewal period shall be referred to as a "Renewal Period" and, together with the initial term, the "Term". If, after a Technology Service expires, terminates, or is otherwise discontinued, University later decides to re-start participation in such Technology Service, then the then-current Fee for the Technology Service at issue plus additional on-boarding fees may apply. For purposes of this Addendum, the term "Contract Year" shall mean the twelve- (12) consecutive month period of any Subscription Period commencing February 1st and ending January 31st, except that the first Contract Year shall commence on September 1, 2023 and end January 31st of the next calendar year.

5. **CounterFind Services.** To the extent that, at any time during a Contract Year, University, pursuant to an agreement/addendum with CLC, is subscribed for online brand monitoring services via CounterFind, Inc. (such period, the "CounterFind Term"), University shall have no obligation to make any payments to (or permit any deductions from Annual Revenue by) CLC for Technology Services provided hereunder during such CounterFind Term. Upon the expiration or earlier termination of the CounterFind Term: (a) such CounterFind services shall not be continued, extended, or renewed, (b) CLC shall have no further obligation to offer or provide University with services from CounterFind; and (c) University's payment obligations for the Technology Services provided hereunder for the remainder of such Contract Year (i.e., the remaining months of the Contract Year after the expiration or earlier termination of the CounterFind Term) shall commence pursuant to the payment structure option selected in **Section 2** above, and on a prorated basis.

The Parties acknowledge and agreed that, given that the social media sites, online marketplaces, and other websites monitored by CLC via CounterFind are included in the social media sites, online marketplaces, and other websites monitored by CLC via CorSearch, effective as of the commencement of the Subscription Period. If CounterFind services are subscribed and thereafter discontinued, CLC will discontinue all online intellectual property management, brand protection, and monitoring activities through/via CounterFind on behalf of University in order to avoid the inefficiency and unnecessary duplication of efforts inherent in maintaining two systems to monitor the same websites.



6. **Modifications to the Technology Program.** CLC reserves the right in its sole reasonable discretion to modify the Technology Program and/or the Technology Services from time to time. Such modification may include, without limitation, adding additional third-party vendors and/or services providers, replacing third-party vendors and/or services providers, or discontinuing the Technology Program in its entirety. CLC may also enhance or upgrade the Technology Program and/or the Technology Services through added tools, features, functionality, and/or other services. If University desires use or otherwise benefit from any such enhancements or upgrades, additional fees may apply, and the Parties shall document the same by written amendment executed by the Parties. Further, prior to any Renewal Period, CLC reserves the right to increase the fees payable by University for the provisions of Technology Services for any subsequent Renewal Period upon thirty (30) days prior written notice. The University reserves the right to terminate the Technology Services without penalty should any substantive modification be made to the Technology Services and deemed no longer beneficial to the University.

7. **No Replacement of Services.** The Parties acknowledge that the Technology Services are not intended to replace any other services offered by CLC to University under the Agreement, and that the Technology Services are designed to be utilized by CLC in conjunction with such services in order to maximize the scope and effectiveness of the University's online brand protection efforts.

8. **No Legal Proceedings.** CLC acknowledges and agrees that, as an agency of the Commonwealth of Virginia, the University cannot delegate or authorize CLC or Corsearch to engage in any legal proceedings except with respect to the particular services to be provided hereunder in the name of the University, and that CLC or Corsearch may not act in any representative capacity on behalf of the University or the Commonwealth of Virginia, in any court of law or tribunal.

9. **Termination.** In addition to any rights and remedies available regarding a default under this Agreement, University acknowledges that in the event University fails to timely pay the technology fees as and when due hereunder, CLC reserves the right, in its sole discretion, to suspend, block, withhold access to, or otherwise cancel the applicable Technology Service, until all past due fees have been paid in full as required hereunder. Further, except in the case of an uncured default by CLC hereunder, no termination of a Technology Service prior to the natural expiration of the applicable Subscription Period shall be deemed a waiver, cancellation, or other termination of University's obligation to pay applicable fees in full for such Technology Services through the end of the applicable Contract Year.

10. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS ADDENDUM TO THE OTHER PARTY OR ANY THIRD-PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING (BUT NOT LIMITED TO) ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, LOSS OF DATA, LOSS OF REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND/OR WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EITHER PARTY'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THE TECHNOLOGY PROGRAM WILL NOT EXCEED THE AMOUNT PAID TO CLC BY UNIVERSITY UNDER THIS ADDENDUM DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM(S).

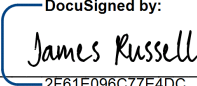
11. **Full Force and Effect.** The terms, conditions, and covenants set forth in this Addendum shall go into effect on the Subscription Commencement Date. All other provisions of the Agreement shall remain in full force



and effect, it being understood that, in the event of a conflict between the terms of this Addendum and the Agreement or any prior amendments, the terms of this Addendum will take precedence as of the Subscription Commencement Date. The current terms and conditions of the Agreement shall remain in effect until the Subscription Commencement Date.

IN WITNESS WHEREOF, the Parties' duly authorized representatives have executed this Addendum effective as of the Effective Date.

George Mason University

By: 
2F61E096C77E4DC...
Name: James Russell
Title: Purchasing Director
Date: 8/11/2023

Collegiate Licensing Company, LLC

By: 
26D18E5588C5482...
Name: Cory Moss
Title: CEO
Date: 8/11/2023



APPENDIX “A” CLC TECHNOLOGY SOLUTIONS PROGRAM DESCRIPTION

- **Social Media Monitoring (Currently offered through Corsearch, Inc.)**
 - ❖ Scans 50+ social media sites (currently including Instagram, Facebook, VK.com, Vimeo, TikTok, Reddit, Pinterest, LinkedIn, Glassdoor, etc.) for posts, sponsored ads, and promoted posts selling unlicensed products featuring collegiate marks
 - ❖ Scans for word marks and design marks incorporated in both product design and product descriptions
 - ❖ Scans for keywords advertisers use to sell unlicensed products
 - ❖ Identify user profiles diverting platform traffic to pop-up standalone websites
 - ❖ Identify and enforce against sellers of unlicensed products via data clustering technology
 - ❖ If the post advertises a product being sold through certain third-party platforms, sends (or enables CLC Brand Protection Team to send) a takedown request to that third-party platform.

- **Online Marketplace Monitoring (Currently offered through Corsearch, Inc.)**
 - ❖ Scans 1,400+ global online marketplaces (currently including Amazon, eBay, Etsy, Alibaba, Redbubble, Shoppe, Wish, DHGate, etc.) for counterfeit and unlicensed products featuring collegiate marks
 - ❖ Scans for word marks and design marks incorporated in both product design and product descriptions
 - ❖ Scans for keywords advertisers use to sell unlicensed products
 - ❖ Programmatically identifies high-risk/high-value sellers and items to allow for more efficient enforcement prioritization
 - ❖ Sends takedown requests to the marketplace

- **Websites + Domains Monitoring (Currently offered through Corsearch, Inc.)**
 - ❖ Scans the global web for third-party websites using collegiate marks without authorization
 - ❖ Scans the global web for domain name registrations containing collegiate marks without authorization
 - ❖ Programmatically identifies high-risk/high-value sellers and items to allow for more efficient enforcement prioritization
 - ❖ All website + domain name channels are directly linked to data detected in the marketplace + social media channels to help identify the entire footprint of infringers
 - ❖ Sends takedown requests to the websites and domain registrars

- **NFTs (Non-Fungible Tokens) Marketplace Monitoring (Currently offered through Corsearch, Inc.)**
 - ❖ Scans various NFT Marketplaces (currently including Opensea, Rarible, Mintable, Super Rare, Foundation, etc.) for NFTs using collegiate marks without authorization



- ❖ Scans the global web for domains selling fake NFTs or purporting (without authorization) to be the official NFT stores for collegiate institutions
- ❖ Programmatically identifies high-risk/high-value sellers and items to allow for more efficient enforcement prioritization
- ❖ Sends takedown requests to the websites and domain registrars
- **Paid Search Monitoring (Currently offered through Corsearch, Inc.)**
 - ❖ Scans search engines to identify keywords containing collegiate marks to allow CLC to:
 - Identify who is bidding on such keywords
 - Monitor how frequently such keywords are being advertised
 - Obtain images of the headlines, advertisement copy, and URLs being used
 - Seek removal of such unauthorized uses
- **Trademark Watch Service (Currently offered through Corsearch, Inc.)**
 - ❖ Scans U.S. and/or various international trademark applications and/or publications for word marks and/or design marks applied for that potential infringe upon or are confusingly similar to collegiate marks

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