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SECTION 7. TERM AND TERMINATION.

7.1. Initial Term and Renewals. This Agreement will become effective as of the Effective Date and shall, unless sooner terminated as provided below, remain effective for an initial term of six (6) months following the Effective

Date (the "Initial Term"). The Agreement shall automatically renew for successive additional thirty (30) day periods ("Renewal Terms"), unless otherwise terminated by either party for any reason or for no reason by giving notice to the other party not less than fifteen (15) days prior to the end of a Term. As used herein, "Term" means the Initial Term and any Renewal Term(s).

7.2. Termination for Cause. Notwithstanding the foregoing, this Agreement may be terminated by either party immediately upon notice if the other party: (a) becomes insolvent; (b) files a petition in bankruptcy; (c) makes an assignment for the benefit of its creditors; (d) breaches its obligations under Section 3.1 with respect to the Licensee Publication; (e) breaches its obligations under Section 3.1 with respect to the Electronic Licensee Publication, which breach is not cured within two (2) business days following receipt of written notice from Licensor; (f) breaches any of its obligations under this Agreement in any material respect, which breach is not remedied within thirty (30) days following receipt of written notice from the other party.

7.3. Effect of Termination. The provisions of Sections 4, 5, 6, 7, 8 and 9 of this Agreement shall survive any termination or expiration of this Agreement. Upon termination or expiration of this Agreement, Licensee shall do the following: (a) immediately cease using the Licensor Trademarks for any purpose, (b) cease publication of the Articles in the Electronic Licensee Publication, (c) cease any further publication of the Articles and use of the Licensor Trademarks, and (d) destroy all copies of the Articles in its possession or control, including, without limitation, copies stored on electronic media.

SECTION 8. OWNERSHIP.

Licensee acknowledges and agrees that: (a) Licensor owns all right, title and interest in

the Articles and the Licensor Trademarks; (b) nothing in this Agreement shall confer in Licensee any right of ownership in the Articles or the Licensor Trademarks; and (c) Licensee shall not now or in the future contest the validity of the Licensor Trademarks or use or authorize the use of any trademarks, service marks or logos that are confusingly similar to the Licensor Trademarks. No licenses are granted by Licensor except for those expressly set forth in this Agreement.

SECTION 9. NOTICE; MISCELLANEOUS PROVISIONS.

9.1. Notice. Any notice, approval, request, authorization, direction or other communication required or permitted under this Agreement shall be given in writing and shall be deemed to have been delivered (a) on the delivery date if delivered by confirmed facsimile, electronic transmission or by personal delivery, (b) one (1) business day after deposit with a commercial overnight courier with written verification of receipt, or (c) five (5) business days after the mailing date if sent by U.S. mail, return receipt requested, postage and charges prepaid. Notice shall be given to each party at the following addresses:

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The Wharton School, University
of Pennsylvania
1030 Steinberg Hall-Dietrich Hall
Attn: Mukul Pandya
(T): 215/898-1801
(F): 215/898-1883
e-mail:
pandyam@wharton.upenn.edu

With a copy to: Office of the General Counsel
University of Pennsylvania
133 S. 36th Street, Suite 300
Philadelphia, PA 19104-3246
Attn: General Counsel

If to Licensee: [Licensee Name]
Attn:
[Title]
[Address]
[Phone]
[Fax]
[Email Address]

With a copy to:

9.2. Insurance. Licensee shall maintain at all times at its own cost and expense general liability insurance covering claims for defamation, copyright infringement and violation of any right of publicity or privacy or any other personal right. Such insurance will be for a minimum annual coverage of \$2,000,000.

9.3. Independent Contractor. It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

9.4. Miscellaneous Provisions. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement, in whole or in part, without the other party's written consent, which shall not be unreasonably withheld or delayed. Any attempt to assign this Agreement other than in accordance with this provision shall be null and void. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to conflicts of laws, rules, and without regard to its location of execution

or performance. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in force. Neither this Agreement nor any terms and conditions contained herein may be construed as creating or constituting a partnership, joint venture or agency relationship between the parties. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights. This Agreement and its exhibits are the complete and exclusive

agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings, both written and oral, regarding such subject matter. This Agreement, may only be modified, or any rights under it waived, by a written document executed by both parties. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute a single instrument. Execution and delivery of this Agreement may be evidenced by facsimile transmission.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

THE TRUSTEES OF THE
UNIVERSITY OF PENNSYLVANIA,
ACTING ON BEHALF OF
KNOWLEDGE@WHARTON

[LICENSEE]

By: _____
Title: _____

By: _____
Title: _____

EXHIBIT A
LICENSOR TRADEMARKS

KNOWLEDGE@WHARTON

