

CARINGBRIDGE, INC. ALLIANCE TERMS AND CONDITIONS

1. **Use of Name and Logo and Linking License.** Subject to the terms and conditions of this Agreement, CaringBridge, located at www.caringbridge.org ("CaringBridge Site"), grants you a non-exclusive, limited, revocable and royalty-free license to use its name, its logo, and its tag line or messages, each as shown on the CaringBridge Site (www.CaringBridge.org/logos) (collectively the "CaringBridge Marks"). One or more of these CaringBridge Marks will serve as a hypertext reference link ("CaringBridge Mark and Link") from your website ("Your Site") to the CaringBridge Site.
2. **Limitations.** You shall not:
 1. Display or use the CaringBridge Mark and Link in a manner that causes the CaringBridge Site or any portion of the content on the CaringBridge Site to display within a frame, be associated with any advertising or sponsorship not part of the CaringBridge Site or otherwise incorporate CaringBridge Site content into a third-party web site without the express prior written consent of CaringBridge.
 2. Alter, block or otherwise prevent display of any content on the CaringBridge Site;
 3. Link to the CaringBridge Site through any web site other than Your Site; and/or
 4. Link to the CaringBridge Site if, to a reasonable person, Your Site contains content that is obscene, defamatory, harassing, grossly offensive or malicious.
3. **Endorsements.** CaringBridge policy prevents the endorsement of any product, service, or Web site, and permission to use the CaringBridge Mark and Link does not constitute any such endorsement.
4. **Proprietary Rights.** You acknowledge and agree that the CaringBridge Site, including but not limited to all content, text, images, software, media and other materials therein, is proprietary to or licensed by CaringBridge, protected under copyright and other intellectual property laws, and may not be reproduced, transmitted, displayed, published or distributed without the express prior written consent of CaringBridge.
5. **Liability and Indemnification.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT NEITHER CARINGBRIDGE, INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ANY VOLUNTEERS SHALL BE LIABLE IN ANY WAY, TO ANY PERSON OR ENTITY, IN CONNECTION WITH THE CARINGBRIDGE MARKS OR THIS AGREEMENT. You shall indemnify, defend and hold CaringBridge harmless, including its directors, officers, employees, agents and any volunteers from and against any and all suits, claims, demands, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating in any way to the CaringBridge Marks or this Agreement.
6. **Your Name Link.** You hereby grant CaringBridge a non-exclusive, limited, revocable and royalty-free license to use your name, along with your city and state location, each as provided by you, to serve as a hypertext reference link from the CaringBridge Site to Your Site. In its use and management of your name as licensed hereunder, CaringBridge shall comply with the requirements and agreements applicable to your link to CaringBridge and use of the CaringBridge name, logo, tag line and/or message, as set forth in Sections 2, 3, 4, and 5 of this Agreement.
7. **Term and Termination.** Unless terminated earlier as provided below, this Agreement shall be effective for a period of twelve (12) months from the date of execution and shall automatically renew annually thereafter. Upon termination of this Agreement, the license granted in this Agreement terminates immediately and automatically. You shall immediately: (a) discontinue or disable the use of the CaringBridge Mark and Link; and (b) remove the CaringBridge Mark and Link from Your Site. CaringBridge shall immediately: (a) discontinue or disable the use of Your Mark and Link; and (b) remove Your Mark and Link from the CaringBridge Site. CaringBridge or you may, in its sole and absolute discretion, terminate this Agreement at any time for any reason or for no reason by giving the other party at least ten (10) day prior written notice. Any

default in, or breach of, the terms or conditions of this Agreement by CaringBridge or you will result in immediate termination of this Agreement.

8. **No Assignment.** Neither CaringBridge nor you shall assign, subcontract or in any way transfer this Agreement, in whole or in part, without the prior written consent of both Parties.
9. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota, without regard to the conflicts of laws or principles thereof. Any action or suit related to this Agreement shall be brought in the state or federal courts sitting in Minnesota.
10. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes all prior written and oral communications regarding its subject matter. Should any term of this Agreement be found invalid or unenforceable, it shall not affect the validity or enforceability of any other term of this Agreement. The terms of this Agreement cannot be amended or modified except by written instrument signed by the Parties. The failure or delay by a Party to exercise any rights or remedies under this Agreement shall not operate as a waiver thereof.