

License Agreement

This License Agreement (this “**Agreement**”), effective as of the latter date stated on the signature page to this Agreement (the “**Effective Date**”), is by and between Indiana Health Care Association a Corporation, an Indiana nonprofit corporation with offices located at One North Capital, Suite 100, Indianapolis, Indiana 46204 (“**Licensor**”) and the undersigned, with offices located at the address stated on the signature page to this Agreement (“**Licensee**”). Licensor and Licensee may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.” The Parties agree as follows:

1. Definitions.

(a) “**Content**” means the creative works which are hosted on the Website and for which Licensor provides to Licensee copies for Licensee to use on the Subdomain.

(b) “**Hosting**” means support services for the Subdomain provided by Design on Tap LLC that includes WordPress web hosting, WordPress updates, GEO, IP, Wistia (video hosting), Gravity forms, and secure socket layer certification.

(c) “**Licensee Content**” means the creative works that are developed by the Licensee which are hosted on the Licensee’s Subdomain.

(d) “**Marks**” means the following trademarks, whether registered or unregistered, including any registrations which may be granted for such trademarks in the future: (i) CAREFORTHAEAGING.ORG; (ii) CAREFORTHAEAGING; (iii) CARE FOR THE AGING; and

(iv) The logo for CareForTheAging.org features a stylized heart shape composed of two overlapping curved lines, one in blue and one in green, with a yellow circle at the top. To the right of the heart, the text "CareForTheAging.org" is written in a sans-serif font, with "CareForThe" in blue, "Aging" in green, and ".org" in blue.

(e) “**Subdomain**” means [INSERT STATE].carefortheaging.org.

(f) “**Website**” means the website located at carefortheaging.org.

2. Licenses.

(a) License Grant. Subject to and conditioned on Licensee’s payment of Fees and compliance with all other terms and conditions of this Agreement, Licensor hereby grants Licensee a non-exclusive, non-sublicenseable, and non-transferable license during the Term to: (i) use the Subdomain; (ii) reproduce, display, and distribute on the Subdomain the Content; (iii) remove from the Licensee’s Subdomain any Content and replace the Content with Licensee Content; and (iv) use the Marks on the Subdomain and in advertising and marketing for the Subdomain. Licensor reserves all rights not expressly granted to Licensee in this Agreement. In the creation and display on the Subdomain of Licensee Content, licensee is not required to obtain the services of Design on Tap LLC for such creation and display.

(b) Use Restrictions. Licensee shall not use the Subdomain, Content, or Marks for any purposes except for the Licensee’s business purposes. Licensee shall not at any time, directly or indirectly: (i) rent, lease, lend, sell, sublicense, assign, or transfer the Subdomain, the Content, or the Marks; (ii) remove any proprietary notices from the Content or the Marks; or (iii) use the Subdomain, the Content, or the Marks in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. The Content and the Subdomain may be provided with, have, use, or otherwise contain open source or third party code, content, software, information, or other materials that are not the property of Licensor (“Third-Party Materials”) which may be subject to license agreements related thereto (“Third-Party Licenses”). In addition to this Agreement, any use of such Third-Party Materials, including use of the Content or the Subdomain in conjunction

with any such Third-Party Materials, is governed by, and subject to, the terms and conditions of such Third-Party Licenses.

3. Licensee Responsibilities. Licensee is solely responsible and liable for (i) all uses of the Subdomain and Content and any third-party software thereon or used therewith; (ii) all information and content (including the Content, whether or not modified) posted on the Subdomain; (iii) all information collected from users of the Subdomain, including the collection, use, processing, storage, security, and confidentiality thereof; (iv) populating, Hosting, maintaining, troubleshooting, and all other servicing of the Subdomain; and (v) compliance with all international, federal, state, and local laws and regulations regarding any of the foregoing. Further, before the Subdomain will be activated, Licensee shall first submit to Design on Tap a privacy policy to be posted online either on the Subdomain or accessible from the Subdomain by a link.

4. Fees. Licensee shall pay the following fees: (i) a one-time payment of \$850.00 to Licensor immediately upon execution of this Agreement; (ii) a one-time payment of \$500.00 to Design on Tap LLC; and (iii) a yearly Hosting fee as required by Design on Tap LLC (collectively, the “Fees”). Licensee is responsible for all taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Licensee hereunder, other than any taxes imposed on Licensor’s income. Failure to pay any Fees to Design on Tap LLC may result in Design on Tap LLC refusing to host or taking down the Subdomain.

5. Intellectual Property Ownership. Licensee acknowledges that, as between Licensee and Licensor, Licensor owns all right, title, and interest, including all intellectual property rights, in and to the Website, the Subdomain, the Marks, and the Content. Licensor acknowledges that, as between Licensor and Licensee, Licensee owns all right, title and interest, including all intellectual property rights, in and to the Licensee Content.

6. Warranty Disclaimer. THE SUBDOMAIN, CONTENT, AND MARKS ARE PROVIDED “AS IS” AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. LICENSOR MAKES NO WARRANTY OF ANY KIND THAT THE SUBDOMAIN OR CONTENT OR ANY RESULTS OF THE USE THEREOF WILL MEET LICENSEE’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

7. Indemnification.

(a) Licensor Indemnification.

(i) Licensor shall indemnify, defend, and hold harmless Licensee from and against any and all losses, damages, liabilities, costs (including reasonable attorneys’ fees) (“Losses”) incurred by Licensee resulting from any third-party claim, suit, action, or proceeding (“Third-Party Claim”) that the Content or the Marks, when used in compliance with the terms of this Agreement, infringe or misappropriate such third party’s US intellectual property rights, provided that Licensee promptly notifies Licensor in writing of the claim, cooperates with Licensor, and allows Licensor sole authority to control the defense and settlement of such claim.

(ii) Licensee agrees to permit Licensor, at Licensor’s sole discretion, to (A) modify or replace the Content or the Marks to make it non-infringing, (B) obtain the right for Licensee to continue use, or (C) both. If Licensor determines that none of these

alternatives is reasonably available, Licensor may terminate this Agreement immediately by written notice to Licensee.

(iii) Subsection 8(a)(i) will not apply to the extent that the alleged infringement arises from: (A) use of the Subdomain or Content in combination with data, software, hardware, equipment, or technology not authorized by Licensor in writing; (B) modifications to the Subdomain, Content, or Marks not authorized by Licensor; (C) use of any version other than the most current version of the Subdomain, Content, other than Licensee Content, or Marks delivered to Licensee; (D) any third-party software; or (E) any Licensee Content.

(b) Licensee Indemnification. Licensee shall indemnify, hold harmless, and, at Licensor's option, defend Licensor from and against any Losses resulting from any Third-Party Claim based on Licensee's, or any of Licensee's employee's or contractor's: (i) negligence or willful misconduct; (ii) use of the Subdomain, the Content, or the Marks in a manner not authorized or contemplated by this Agreement; (iii) use of the Subdomain in combination with data, software, hardware, equipment, or technology not provided or authorized by Licensor in writing; (iv) modifications to the Subdomain, the Content, or the Marks not made by Licensor; (v) use of the Subdomain or the Content in conjunction with any Third-Party Materials; (vi) use of the Subdomain, Content, Marks, Licensee Content or any other action of Licensee that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (vii) collection, processing, storage, use, security, or confidentiality of any information collected from users of the Subdomain, or any violations of international, federal, state, or local laws or regulations relating thereto, provided that Licensee may not settle any Third-Party Claim against Licensor without Licensor's consent and further provided that Licensor will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice. Licensee shall promptly notify the Licensor upon becoming aware of a Third-Party Claim under this Section 7(b).

8. Limitations of Liability. IN NO EVENT WILL LICENSOR BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO LICENSOR UNDER THIS AGREEMENT.

9. Term and Termination.

(a) Term. The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to subsection (b), will continue in effect for one year from such date, and shall automatically renew for successive one-year terms unless terminated earlier pursuant to subsection (b) (collectively, the "**Term**").

(b) Termination. In addition to any other express termination right set forth in this Agreement: (i) Licensor may terminate this Agreement, effective on written notice to Licensee, if Licensee: (A) fails to pay any Fee; or (B) breaches any of its obligations under this Agreement; and (ii) either Party may terminate this Agreement for any or no reason, effective 30 days after delivery of written notice to the other Party.

(c) Effect of Termination. Upon termination of this Agreement, the licenses granted hereunder will also terminate, and Licensee shall cease using the Subdomain, the Content, and the Marks. No termination will affect Licensee's obligation to pay all Fees that may have become due before such termination, or entitle Licensee to any refund. Upon termination, Licensor may instruct Design on Tap LLC, or its successor or assign, to take down the Subdomain. Licensee is solely responsible for archiving and/or maintaining access to any Licensee Content.

10. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

(b) Assignment. Licensee may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Licensor. Any purported assignment, transfer, or delegation in violation of this Section is null and void. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

(c) Independent Contractors. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party has authority to contract for or bind the other Party in any manner whatsoever.

(d) Amendments. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

(e) AHCA. The parties agree to revisit the terms of this License Agreement in the event the American Health Care Association expresses interest in purchasing the Website.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Indiana Health Care Association a Corporation, [LICENSEE NAME],
an Indiana nonprofit corporation a[n] [STATE] [ENTITY TYPE]

By: _____ By: _____

Name: Zachary I. Cattell Name: _____

Title: President Title: _____

Date: _____ Address: _____

Date: _____