



TERMSAFE™ LICENSE AGREEMENT

This Agreement, dated __, __, __ is between TERMSAFE, LLC. and

_____.

TERMSAFE,LLC., a Connecticut Limited Liability corporation is providing a revocable license to use the TERMSAFE™ Shield to _____(Licensee), headquartered in _____, __ for a duration of 12 months effective from the date of this agreement. The Shield refers to the trademark owned by TERMSAFE™ . This shield may be updated and modified over time. The current version is appended to this agreement.

1. Usage of Shield

The Licensee may display the Shield in all advertising which includes, but is not limited to, online websites, direct mail, newspaper advertisements, periodicals, billboards, reports and letterheads.

Due to the revocable nature of this agreement, the TERMSAFE™ shield shall not be used in any manner which would make the shield a permanent fixture such as on outdoor signage, unless, it is able to be removed. Upon execution of this License Agreement, TERMSAFE™ will provide

the Licensee with an electronic version of the shield so that the Licensee may use the shield in a variety of sizes. The TERMSAFE™ must be used in the color provided, unless it is being used in a single color black/white application, and then it may only be used in the color provided or black or white.

The Licensee agrees to make every effort to contact TERMSAFE, LLC. by email at review@termsafe.com whenever their Terms and Conditions are changed or updated, in order for TERMSAFE, LLC. to conduct a review.

2. Payment of Fees

The Licensee agrees to pay the annual license fee as noted in the appendage to this agreement.

The fee shall be due and payable within thirty days of receipt of electronic invoice.

Fees are non-refundable. Past due invoices will accrue interest at a rate of 12% per year.

3. Termination

This Agreement remains in effect unless terminated so long as the annual license fee is timely paid.

Termination may be made by the Licensee at any time, subject to the understanding that fees owed are still due and are non-refundable. In the event of termination, the Licensee agrees to immediately desist from using the TERMSAFE™ Shield or Trademark in any advertising media or in any online presence.

In the event that TERMSAFE™ discontinues licensing the Shield for any reason, the Licensee will be required to terminate use of the Shield and would be reimbursed for the unused time remaining in this license agreement. This reimbursement would be determined using a straight-line calculation over 365/366 days. If either Party terminates this Agreement, Licensee agrees to remove the Shield immediately from all electronic media, to discard promptly all materials bearing the Shield, and cease future use of the Shield.

4. Representations and Warranties.

Each Party represents and warrants that (i) it has the necessary power and authority to enter into this Agreement and perform its obligations hereunder; and (ii) its web site(s) do not infringe any third party intellectual property rights or otherwise violate any applicable laws or regulations.

Indemnification. The Licensee agrees to indemnify and hold TERMSAFE, LLC. harmless against any loss, damage or expense, including

reasonable attorney's fees, arising out of any third party claim alleging misuse by the Licensee of the Shield, or of any violation of the terms and conditions of this Agreement. The Licensee also agrees to indemnify and hold TERMSAFE, LLC.

harmless against any loss, damage or expense, including reasonable attorney's fees, with respect to all third party claims.

5. Limitation of Liability. The Licensee agrees it will not sue TERMSAFE, LLC. for monetary damages on any matter concerning this Agreement.

6. Notices. Any written notice required or permitted to be delivered pursuant to

this Agreement shall be in writing, shall be sent to the addresses below and shall be deemed delivered: (i) upon delivery if delivered in person; (ii) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (iii) upon transmission if sent via telecopier and the sender has a confirmation of successful transmission; (iv) one (1) business day after deposit with a national overnight courier; or (v) upon transmission if sent via e-mail and the sender has received a verification of receipt.

7. Assignment. The Parties agree this Agreement is non-assignable by either Party to any third party under any circumstances, including but not limited to merger, acquisition, sale or transfer by operation of law or otherwise. The Licensee understands that, if it is merged, acquired or consolidated with another charity, it must request an agreement for a new License Agreement.

8. Relationship of Parties.

The Licensee is not, and shall not represent itself as an agent, representative, partner, subsidiary, joint venturer, or employee of TERMSAFE, LLC., nor can the Licensee represent that it has any authority to bind or obligate TERMSAFE, LLC. in any manner.

Nothing in this Agreement, or in the use of the Shield itself, shall confer any endorsement or approval of the Licensor by TERMSAFE, LLC. The Shield is intended only to convey the opinion of TERMSAFE, LLC.

9. Entire Agreement/Modifications.

This Agreement embodies the whole agreement between the Parties and supersedes any prior Agreements, understandings and obligations between the

Parties. TERMSAFE, LLC. may modify this Agreement from time to time. TERMSAFE, LLC.

shall provide written notice of any modification to the Licensee, and the Licensee shall be deemed to

have consented to the modification if the Licensee continues to use the Shield following receipt of such notice.

Licensee:

Street Address:

City: _____ State: _____ Zip Code: _____