



2017 MARCH FOR MEALS

LIMITED LICENSE AGREEMENT (“AGREEMENT”) TERMS AND CONDITIONS OF LOGO USE

The March for Meals name and logo provided herein (“MFM Marks”) are the property of Meals on Wheels America (“Association”). All MFM Marks provided by the Association are subject to and are protected by trademark law, copyright law and other intellectual property laws. The Marks are provided by the Association only to Members or other non-profit senior nutrition programs (each individually a “Licensee”) that are participating in the 2017 March for Meals Campaign (“Campaign”) through a limited, revocable, non-transferable license which is the subject of this Agreement. Any use of the Marks is dictated by this Agreement. By using the MFM Marks in any manner, the user hereby agrees to all Terms and Conditions of Use contained herein.

Terms and Conditions of Use

1. Grant of License. Subject to the terms and conditions hereof, Association hereby grants to Licensee, and Licensee hereby accepts from Association, a limited, revocable, non-exclusive, nontransferable, royalty-free, license to reproduce, distribute, display and otherwise use the MFM Marks in the Territory in accordance with the terms and conditions provided for herein for the purpose and in the manner set forth herein. For purposes of this Agreement, “Territory” shall be defined as the fifty United States and the District of Columbia. Association reserves all rights other than those expressly granted in this Agreement, and no licenses are granted except as expressly set forth herein. Association retains all right, title, and interest in and to the MFM Marks, and the granting of this License does not imply a transfer of ownership

2. Limitations. Licensee’s rights under the license granted hereunder shall be limited to the use of the MFM Marks to promote the Campaign and Licensee’s participation in the Campaign, and for no other purpose. Association reserves the right to use and grant to others the right to use the MFM Marks, in each case, alone or in association with other marks or names for any purpose. Association herein provides Licensee with specific standards and limitations for the use of the MFM Marks and Licensee shall adhere to such standards and limitations. Licensee agrees not to use or display the MFM Marks in a manner that is defamatory, misleading, libelous, obscene or otherwise potentially damaging to the reputation or goodwill associated with Association. Licensee recognizes the great value of the goodwill associated with the MFM Marks and acknowledges that the MFM Marks and all the rights therein, and goodwill attached thereto, belong exclusively to Association. Licensee shall at all times recognize the validity of Association's MFM Marks and shall not during the Term of this Agreement or thereafter, attack or put in issue the title or any rights of Association in and to the MFM Marks or attack the validity of the License granted herein, or use or attempt to register any similar service marks. Licensee shall not assign its rights hereunder to any other party without advance approval of Association.

3. Acknowledgments. Licensee hereby acknowledges and agrees that (i) Association is the lawful owner of the MFM Marks and that Licensee shall take no action inconsistent with the

Association's ownership of such MFM Marks; (ii) the MFM Marks rights of Association are valid and enforceable; (iii) Licensee shall not acquire any ownership rights in the MFM Marks by virtue of this Agreement or by virtue of its use of the MFM Marks; and (iv) all uses of, and any and all goodwill that may result from, Licensee's use of the MFM Marks shall inure to the benefit of the Association.

4. Notice Included with Use of MFM Marks. Licensee is permitted to use the MFM Marks as described in Section 9 herein to promote Licensee's participation in the Campaign. Any such use shall include the following language:

The March for Meals logo is the property of Meals on Wheels America and is used with permission. All rights reserved.

It is further understood and agreed that Licensee's promotional materials shall contain any disclosures required by applicable laws and regulations.

5. Association Warranties. Association warrants that it is the lawful owner of the MFM Marks and has the right to license the MFM Marks to Licensee as set forth in this Agreement. Association warrants that neither Association nor its successors or assigns are entitled to receive any fees, royalties or profits from Licensee for Licensee's use of the MFM Marks.

6. Ownership. Licensee acknowledges Association's exclusive right, title and interest in and to the MFM Marks. Subject to Association's ownership rights in and to the MFM Marks, Licensee will own all right, title and interest in and to any materials created by Licensee in connection with Licensee's permitted use of the MFM Marks and Association hereby assigns to Licensee any right, title or interest that Association may have or obtain in such materials.

7. Term and Termination. This Term of this License Agreement shall begin on October 15, 2016 and end on December 31, 2017, unless terminated earlier as provided for below. Upon the expiration of this Agreement, Licensee will cease using the MFM Marks immediately, provided, however, that Licensee shall have a period of thirty (30) days (the "Wind-Down Period") from the termination of this Agreement, during which Wind-Down Period, Licensee shall be provided with limited permission to remove inventories of materials containing the MFM Marks. During the Wind-Down Period all of obligations of either Party hereunder shall remain in force. The Agreement shall also terminate and the License shall end immediately with or without notice if Licensee fails to comply with any Term or Condition contained herein. Upon such termination for noncompliance, Licensee must cease using MFM Marks and destroy or delete all copies and uses of the MFM Marks. Licensee may be requested to confirm such action to the Association. Any use not expressly permitted by this Agreement shall be prohibited and shall constitute grounds for termination for non-compliance.

8. Indemnification. Licensee agrees to indemnify and hold Association harmless from any and all liabilities, losses, costs, expense, claims, causes of action, settlement payments and damages of any kind or nature: (i) arising out of or relating to Licensee's use of the MFM Marks; and/or, (ii) Licensee's failure to comply with or abide by any law applicable to Licensee (other than by reason of an act or omission of Association).

9. Permitted Uses: Unless otherwise provided, the MFM Marks may be used an unlimited number of times for advertising, promotion, packaging, on-line use and related purposes in any medium

(printed materials, brochures, posters, presentations, film, commercials, etc.). The MFM Marks may be used for or on electronic publications, webpages and online videos. The MFM Marks may be resized proportionally from the size received from Association; however, any other modifications to the MFM Marks are prohibited. Also permitted are other uses specifically approved in advance by Association.

10. Prohibited Uses: Licensee may not:

- a. transfer, convey, give, rent, sell, re-sell, lend, assign, sub-license or otherwise transfer or distribute the MFM Marks (electronically or otherwise) or the rights granted under this Agreement, or use MFM Marks in a way intended for transfer, resale, sublicense, or the electronic or other distribution of MFM Marks alone or in conjunction with products or services (collectively "Commercial Use") in whole or in part without the advance written permission of the Association and the completion and approval by an Agreement Addendum for Limited License for Commercial Use of MFM Marks ("Commercial Use Addendum") available from the Association. However, Licensee may physically transfer MFM Marks from one location to another and may transfer or give MFM Marks to an employee or contractor for limited purposes of productions and reproduction. For example, Licensee may not use the MFM Marks on a T-shirt or mug and sell such items without permission from Association (and completion of a Commercial Use Addendum if required). Association retains and is entitled to all commercial rights to the MFM Marks;
- b. use MFM Marks as any part of a trademark, trade or business name, service mark or logo;
- c. remove any notice of trademark, copyright or other proprietary right from any place where it is included on or in MFM Marks;
- d. use or display MFM Marks in an electronic format that enables it to be downloaded, distributed or shared in any manner or format;
- e. modify, adapt or transform MFM Marks in any way, including cropping, re-centering, touching up, or adding or subtracting elements to the MFM Marks without the advance written permission of Association;
- f. use MFM Marks in any manner, form or way which is, suggests, or may be perceived to be, in any nature pornographic, political, slanderous, immoral, offensive or degrading; and/or,
- g. use MFM Marks in any way inconsistent with the Terms and Conditions contained herein.

11. Miscellaneous. This Agreement may be amended at any time by Association with or without notice to Licensee. Licensee shall be responsible for the review of the Terms and Conditions prior to the Use of MFM Marks and Licensee agrees and consents to the Terms and Conditions in place at the time of Use of MFM Marks. If Licensee has questions about these Terms and Conditions or about the use of any MFM Marks, please contact the Association at 703-548-5558.