

LOGO LICENSING AGREEMENT

This License Agreement (“Agreement”) is made and entered into as of the date of their signatures below (“Effective Date”) by and between The National Association for Home Care & Hospice, (NAHC) and _____, a private duty home care agency location (“Licensee”).

1. Home Care Agency Accreditation Logo License.

NAHC grants to Licensee a non-exclusive, nontransferable, limited use license (the “License”) to use the National Association for Home Care & Hospice Private Duty Home Care Certification Logo and the phrase “Private Duty Home Care Certified by the National Association for Home Care & Hospice” (collectively, the “Logo”), subject to the following terms and conditions, including confirmation the Licensee is a private duty home care agency that meets NAHC’s Standards for Private Duty Home Care Certification (as published from time to time by NAHC).

2. Conditions of License.

The License is conditioned upon Licensee satisfying and continuing to satisfy the Private Duty Home Care Certification Standards established and published, from time to time, by NAHC, in accordance with the certification Procedure. A camera ready digital copy of the Logo shall be made available to Licensee upon such certification and the execution and delivery of this Agreement.

3. Permitted Use of Logo.

The purpose of the Logo is to identify private duty home care agencies that meet the National Association for Home Care & Hospice Private Duty Home Care Standards. Licensee shall use the Logo only for the purpose(s) of acknowledging Licensee’s Certification as a private duty home care agency location. Licensee’s use of the Logo shall at all times be expressly limited to use of the Logo in connection with Licensee’s name on Licensee’s website, stationery, print, audio, or video advertisements or brochures (collectively, the “Licensed Use”).

The Licensed Use of the Logo shall at all times be subject to the following use restrictions and conditions:

- A. Licensee shall not use the Logo in any way that would create the appearance that Licensee’s communication is made by The National Association for Home Care & Hospice or that the National Association for Home Care & Hospice is endorsing or recommending Licensee’s products or services;
- B. Licensee’s use of the Logo shall not identify Licensee as a partner or affiliate of the National Association for Home Care & Hospice or as in any kind of similar relationship other than as a member and Certified agency location;
- C. Licensee shall make no representations that the National Association for Home Care & Hospice has endorsed or recommended the quality, merchantability, fitness for any purpose of Licensee’s products or services, other than Licensee’s satisfaction of the Private Duty Home Care Certification Standards;
- D. The Logo shall not be altered in appearance in any way, except to enlarge or reduce it in size or convert to gray scale; and;
- E. Use of the Logo shall immediately cease upon the termination of or any lapse in Private Duty Home Care Certification by the National Association for Home Care & Hospice.

4. Written Approval for Other Uses.

If Licensee desires to use the Logo other than for the Licensed Use, it must receive the approval of the National Association for Home Care & Hospice. To secure such approval, it must submit

an exact replica of the electronic or printed material illustrating the proposed use of the Logo (the "Material") to the National Association for Home Care & Hospice for written approval prior to any use thereof, which approval may be granted or withheld in the sole and absolute discretion of the National Association for Home Care & Hospice. Notwithstanding the National Association for Home Care & Hospice's right to review Materials, Licensee shall be solely responsible for the accuracy of information contained in such Materials.

5. Term.

This Agreement and the License granted to Licensee hereunder shall expire one (1) year after the date Licensee receives its Private Duty Home Care Certification; provided, however, that this Agreement and the License granted hereunder shall be extended if Licensee timely submits a new application for Certification along with the documentation required by the National Association for Home Care & Hospice and the National Association for Home Care & Hospice renews Licensee's Private Duty Home Care Certification as a Private Duty Home Care Agency location, unless sooner terminated as provided herein.

6. Termination and Remedies.

Licensee's License to use the Logo will terminate upon expiration or earlier termination of this Agreement. The National Association for Home Care & Hospice may terminate the License granted pursuant to this Agreement and the use of the Logo by Licensee at any time and without prior notice upon a breach of this Agreement or failure of Licensee to meet the Private Duty Certification Standards. This Agreement and the License granted hereunder shall terminate upon the expiration of the Private Duty Home Care Certification. The expiration or termination of this Agreement shall not relieve either party of any obligations pursuant to this National Association for Home Care & Hospice Private Duty Home Care Certification Logo License Agreement, which

arose on or before the termination hereof. Upon the expiration or termination of this Agreement or the License granted hereunder, Licensee shall immediately cease and desist from using the Logo in any manner or form and cease holding itself out as a National Association for Home Care & Hospice Private Duty Home Care Certified Agency location.

If Licensee fails to comply with the terms and conditions of this Agreement, the National Association for Home Care & Hospice may require Licensee to:

- Distribute a printed retraction to all recipients of any Material found to not be in compliance with the Licensed Use permitted under this Agreement.
- Immediately destroy any and all printed and electronic materials that the National Association for Home Care & Hospice determines in its sole and absolute discretion to be in noncompliance with the terms and conditions of the License granted hereunder.

7. Ownership of Logo.

The parties hereto acknowledge that the Logo constitutes the property and trade-mark owned solely by the National Association for Home Care & Hospice and is the valuable and proprietary property of the National Association for Home Care & Hospice and that any breach of the terms of this Agreement shall be such that the National Association for Home Care & Hospice cannot be adequately compensated by monetary damages. Thus, the parties agree that the National Association for Home Care & Hospice may pursue injunctive relief to restrain or stop any misuse or intended misuse of the Logo.

In addition, the National Association for Home Care & Hospice may pursue any other remedies available to it at law or in equity in regard to any damages that it may sustain, either actual or consequential, as a result of the unlicensed use or misuse of the Logo by Licensee or any of its third

parties, contractors, agents, representatives and employees.

8. Relationship.

The relationship between the National Association for Home Care & Hospice and Licensee established by this Agreement is solely that of licensor and licensee. Neither party is in any way the legal representative or agent of the other. Nothing in this Agreement shall be construed as making a party a partner or joint venture with the other.

9. Assignment/Successors.

Licensee shall not assign, sell, sublicense or otherwise transfer the License, the Logo or any of its rights under this Agreement to another party, or any interest therein, without the National Association for Home Care & Hospice's prior written consent.

10. Indemnification.

To the extent permitted by law, each party agrees to protect, indemnify, defend and hold harmless the other party and their respective owners, managers, partners, subsidiaries, affiliates and each of their respective employees, agents, and independent contractors against all third party claims, losses or damages to persons or property, governmental charges or fines, penalties and costs (including reasonable attorney's fees) (collectively, "Claims"), arising out of the negligence, gross negligence or willful misconduct of the other party in connection with the use or provision of each party's services and supports subject to this Agreement. Nothing contained herein shall require an indemnifying party to indemnify any indemnified party for that portion of any Claim arising out of the negligence, gross negligence or willful misconduct of the indemnified party. To the fullest extent permitted by law, the parties agree that a comparative negligence standard will apply to any Claims and each party will be responsible for paying for the portion of the

total Claims attributable to its fault. In the event of a settlement of any Claim, expenses will be allocated proportionately based upon the amount paid by each party. This section shall not waive any statutory limitations of liability available to either party. This section shall survive any termination or expiration of this Contract.

11. Attorneys' Fees.

Licensee agrees to pay any and all attorney's fees incurred by the National Association for Home Care & Hospice parties, contractors, agents, representatives and employees of Licensee in enforcement of and in relation to this Agreement. Should any litigation be commenced arising from or related to this Agreement, the prevailing party shall be entitled to recover from the losing party attorneys' fees and costs reasonably incurred, as determined by the court, in addition to all other applicable remedies and relief, including, but not limited to, such costs and attorneys' fees incurred by the prevailing party in any appellate review of any judgment, decree, or order, whether interim or final, as may become a part of such litigation and the enforcement of any judgment or decree or order.

12. Entire Agreement.

This Agreement sets forth the entire agreement between the parties relative to the License and supersedes all prior negotiations and agreements, written or oral, concerning or relating to the subject matter of this Agreement, and may not be modified except by a writing executed by both parties.

13. Waiver.

Any waiver of any terms and conditions hereof must be in writing, and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof or a continuing waiver of the terms or conditions waived.

14. Governing Law & Venue.

This Agreement shall be governed by and shall be construed and enforced in accordance with, the law of the District of Columbia (the "District"), without regard to its law relating to the conflicts of laws. This Agreement shall be deemed to have been entered into in the District regardless of whether Licensee performs services within or outside said State.

15. Counterparts.

This Agreement may be executed in counterparts, all of which taken together, shall constitute one

and the same instrument. A facsimile signature shall have the same force and effect as an original signature.

16. Survival.

The rights and remedies of the National Association for Home Care & Hospice and the restrictions and limitations on the use of the Logo shall survive the expiration or termination of this Agreement.

National Association for Home Care & Hospice—Private Duty Home Care Certification

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below their signatures.

LICENSEE:

SIGNATURE DATE

NAME TITLE

COMPANY

ADDRESS CITY STATE ZIP

National Association for Home Care & Hospice (NAHC).

SIGNATURE DATE

NAME TITLE