



USE AND TRADEMARK LICENSE AGREEMENT

This LifeStyle Matters Use and Trademark License Agreement (Agreement) is entered into by and between the MICHIGAN CONFERENCE ASSOCIATION OF SEVENTH-DAY ADVENTISTS, a Michigan church trustee corporation, doing business as LIFESTYLE MATTERS, located at 5801 W Michigan Ave, Lansing MI 48917 (Licensor), and the Licensee.

1. Subject to Licensee compliance with the terms of this Agreement, Licensor grants Licensee a limited, nonexclusive, nontransferable, royalty-free, worldwide right and license to use, and let others use, the LifeStyle Matters mark, including the LifeStyle Matters logo, as identified below (the Mark), on and in connection with the promotion, advertising, and packaging of the LifeStyle Matters programs and products in a manner consistent with the principles of LifeStyle Matters, and all LifeStyle Matters promotion materials, directions and trade information (Materials). All computer software provided pursuant to this Agreement is for single computer usage. The software may be installed on a subsequent computer only after being uninstalled from the previous computer whereon the software had been installed. Licensee will ensure that the licensed software is used on no more than one computer at time.
2. All use of the Mark and the Materials shall be in strict compliance with the Licensor's guidelines, including its attribution requirements.
3. Licensee acknowledges that the Mark is not a quality assurance seal, and shall not use the Mark in any manner that could be perceived as an endorsement or sponsorship by Licensor or its licensor.
4. Nothing in this Agreement shall give Licensee any right, title, or interest in and to the Mark and the Materials. Licensee acknowledges and agrees that Licensor is the exclusive owner of all rights, title, and interest in and to the Mark, the Materials, and any associated goodwill. Licensee shall not do or have done anything that could delimitate, derogate or compromise Licensor's rights in the Mark and the Materials, including filing an application to register the Mark or any similar mark anywhere in the world. Licensee shall comply with all lawful and reasonable policies and procedures of Licensor in connection with Licensee's activities, including standards, techniques, and procedures with regard to (a) use of the Materials; (b) selection, supervision, and training of personnel; and (c) initiation of promotional programs. If, in the sole and exclusive opinion of Licensor, Licensee breaches any of the conditions and terms of this Agreement, Licensor's ownership interest shall become possessory, and upon notice by the Licensor to the Licensee, Licensee shall return all Materials received by Licensee from Licensor to the Licensor within ten (10) days of the date of such notice.
5. Upon Licensor's reasonable request and at no cost to Licensor, Licensee will provide Licensor with any materials that include the Mark or parts of the Materials for the purpose of determining Licensee's compliance with this Agreement.

6. In the event the Mark is the subject of a claim of infringement, Licensor may revoke any part of the license herein that could relate to the alleged infringement upon written notice.
7. Licensor may terminate this Agreement (a) if Licensee fails to cure its breach of this Agreement within ten (10) days of notice of breach; or (b) immediately if Licensee acts in any manner that could injure, limit, or otherwise affect Licensor's ownership of the Mark and the Materials.
8. Upon revocation or termination, Licensee will promptly stop using the Mark and the Materials; however, Licensee may deplete existing inventory of Licensee's Materials for not more than sixty (60) days, provided such usage is in compliance with the terms of this Agreement.
9. The Mark and the Materials are provided to Licensee on an "AS IS" basis. Licensor disclaims all warranties, express or implied, regarding the Mark and the Materials, including the warranty of noninfringement. Licensor shall not be liable for any special, incidental, or consequential damages arising or related to Licensee's use of the Mark and the Materials, or termination of this Agreement, even if advised of their possibility.
10. Licensee shall promptly notify Licensor if it becomes aware of any use of the Mark and the Materials less restrictive than prescribed herein.
11. Licensee is fully responsible for its use of the Mark and the Materials, and any loss or liability incurred by Licensor because of Licensee's use of the Mark and its Materials or manufacture, sale, or distribution of Licensee's programs and products that use the Mark and the Materials. Licensee shall indemnify and hold Licensor harmless from all claims, loss, and damage arising from Licensee's negligent conduct of any aspect of the use of the Mark and the Materials. Licensee shall be responsible for all loss or damage arising from the acts or omissions of Licensee or of Licensee's agents, employees, or contractors in connection with the use of the Mark and the Materials or the activities of the Licensee in connection with the use of the Mark and the Materials.
12. Licensor reserves all rights to, or not to, control, commence, prosecute, or defend any action or claim concerning the Mark and the Materials.
13. Any notice required under this Agreement will be deemed given (a) when delivered personally, or (b) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid. Licensee shall inform Licensor in writing of its address upon establishing a correspondence relationship with the Licensor.
14. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of Michigan without regard to conflicts of law principles. The parties hereby submit to the jurisdiction of the federal and state courts of the State of Michigan in any proceeding arising out of this Agreement. If a term of this Agreement is held invalid, all remaining terms will remain in full force and effect and the invalid term shall be replaced with a valid term that best reflects the commercial intent of the parties.
15. The terms of this Agreement are the entire and final understanding between Licensee and Licensor concerning the Mark and the Materials, and any modification of its terms must be in writing signed by both parties and referencing this Agreement. The nature of the relationship between the parties is solely that of licensor and licensee.