

Open Health Tools Logo and Trademark Usage Agreement

This Logo and Trademark Usage Agreement (“Agreement”), dated as of _____, 2008 by and between Open Health Tools, Inc., a Colorado corporation , and _____ (“Member”)

1 Background

Member, having joined Open Health Tools, and wishing to make its participation in Open Health Tools’ activities public, grants Open Health Tools certain permissions to make limited use one or more of its logos and trademarks subject to the terms and conditions hereunder.

Open Health Tools, wishing to publicly indicate the participation of Member, agrees to use Member’s logos and trademarks subject to the terms and conditions hereunder.

2 Identification of Logos and Trademarks

Member shall, within 15 business days of acceptance of Member’s membership application by Open Health Tools, provide Open Health Tools with one or more logos (“Logos”) (in jpg or similar suitable format) which Open Health Tools may make use of subject to the terms of this Agreement. Member may include a set of guidelines concerning the use of the logo, such as Pantone or RGB color specifications, aspect ratio requirements, accompanying text restrictions, background color restrictions, trademark attribution requirements and the like.

Member is solely responsible for the choice of the logo(s) supplied to Open Health Tools under this Agreement, so long as the supplied logos are appropriate for identifying Member as a member of Open Health Tools. Member may replace a logo at any time, and Open Health Tools agrees to switch promptly to the use of the replacement logo.

3 Use of Logo

Member hereby authorizes Open Health Tools to use, reproduce and publish the Logos on the Open Health web site (and mirrors thereof), on promotional material, trade-show signage and on other material that lists members only for the purpose of indicating:

- a) Member’s membership of and participation in Open Health Tools; and
- b) use of Open Health Tools’ technology in Member’s products

Open Health Tools agrees not to use the Member’s logos or trademarks to indicate:

- a) that Open Health Tools is a business partner of the Member;
- b) certification or other endorsement of any specific Open Health Tools software or activities by Member (unless permission to do so is granted, in writing, by Member); or
- c) warranties regarding the quality, performance or accuracy of Open Health Tools technology.

Open Health Tools agrees to expressly exclude Member’s logos from any sublicense rights (such as the Eclipse Public License) that applies to other material on its website.

Open Health Tools agrees to follow the logo usage guidelines provided by the Member and to promptly modify any advertising or promotional materials that do not comply with Member's guidelines upon receiving notice of such non-compliance from the Member.

The parties agree that any rights granted to Open Health Tools herein are

- i) are non exclusive; and
- ii) do not confer further rights to sub licence to third parties except to the limited extent of allowing recipients/users of information and material published by Open Health Tools as permitted by the agreement, to receive and use that information and material.

4 Termination

This agreement shall remain in effect so long Member is a member of Open Health Tools.

Upon termination of this Agreement and/or the Member's membership in Open Health Tools, Open Health Tools agrees to promptly stop using Member's logos and trademarks.

5 Warranties

NEITHER MEMBER NOR OPEN HEALTH TOOLS SHALL HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST SALES, LOST REVENUE OR LOSS OF GOODWILL), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MEMBER'S SOLE REMEDY FOR ANY BREACH OF THIS AGREEMENT IT TO TERMINATE THE RIGHTS GRANTED HEREUNDER.

6 General.

This Agreement will be governed by the laws of the State of New York, without regard to conflicts of law principles. This Agreement may not be assigned or otherwise transferred to any other person, including by operation of law.

	Member	Open Health Tools
By:	_____	_____
Name:	_____	_____
Title:	_____	_____
Date:	_____	_____