

Table of Contents

Privacy Policy, Agreements, & License

Effective Date: April 11, 2013

Title	Page
1. Privacy Policy	1
2. Terms of Use (Research & Marketing Plan)	7
3. Advertising Agreement	10
4. License Agreement	13

Made in America Research, LLC

Privacy Policy

PRIVACY POLICY

This privacy policy describes the treatment of information provided or collected on the sites where this privacy policy is posted or accessible (“our sites”). Made in America Research, LLC (“Made In America Research,” “us” or “we”) follows this privacy policy in accordance with local and federal law as applicable in the places where we operate. We respect your privacy and are committed to protecting it through compliance with this policy.

This policy (together with our terms of use, advertising, license and any other documents referred to in it) describes the information that we collect from you, or that you provide on our sites and how that information may be used or disclosed by us. This policy does not apply to information we collect through any other means, or to information collected on or by any other company, affiliate, or third-party site, or by any third-party application that may link to or be accessible from our sites.

Please read the following carefully to understand our policies and practices regarding your personal information and how we will treat it. By using or accessing our sites, you agree to this privacy policy. This policy may change from time to time and your continued use of our sites is deemed to be acceptance of such changes, so please check the policy periodically for updates.

1. Types of Information We Collect

- a. We collect two basic types of information - personal information and anonymous information. Anonymous information means information that does not directly or indirectly identify, and cannot reasonably be used to identify, an individual. Personal information means information that identifies (whether directly or indirectly) a particular individual, such as the individual's name, postal address, email address and telephone number. When anonymous information is directly or indirectly associated with personal information, this anonymous information also is treated as personal information.
- b. We may use personal and anonymous information to create a third type of information, aggregate information. Aggregate information means information about groups or categories of individuals, which does not identify and cannot reasonably be used to identify an individual. We collect the following categories of information:

- i. Registration information you may provide when you create an account, including your first name and surname, country of residence, gender, date of birth, email address, username and password;
- ii. Transaction information you may provide when you request information or purchase a product or service from us, whether on our sites or through our applications, including your postal address, telephone number and payment information;
- iii. Information you may provide in any public forums on our sites;
- iv. Where applicable, information sent either one-to-one or within a limited group using our message, chat, post or similar functionality, where we are permitted by law to collect this information;
- v. Information you may provide to us when you use our sites and applications, our applications on third-party sites or platforms such as social networking sites, or link your profile on a third-party site or platform with your registration account
- vi. Usage, viewing and technical data, including your device identifier or IP address, when you visit our sites, use our applications on third-party sites or platforms or open emails we send

2. How We Collect Your Information

- a. We collect information you provide to us when you request products, services or information from us, register with us, participate in public forums or other activities on our sites, respond to customer surveys, or otherwise interact with us. Privacy choices you have made on any third-party site or platform will not apply to our use of the information we have collected directly through our sites.
- b. We may collect information through technology, such as cookies, flash cookies and web beacons, including when you visit our sites and applications or use our applications on third-party sites or platforms.
- c. We acquire information from other trusted sources to update or supplement the information you provided or we collected automatically. Local law may require that you authorize the third party to share your information with us before we can acquire it.
- d. Web Beacons. Pages on our sites may contain electronic images known as web beacons (also referred to as single-pixel gifs) that permit us to count users who have visited those pages and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity). Web beacons are not used to access your personal information on our sites and are only used to compile aggregated statistics concerning use of our sites.

3. User Contributions

- a. You are responsible for any content, including personal information, that you submit or contribute to be published or displayed on our sites, or transmit to other users of our sites (collectively, "User Contributions"). Your User Contributions

are posted on and transmitted to other users of our sites at your own risk. Please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of other users of our sites with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons. We are not responsible for circumvention of any privacy settings or security measures contained on our sites. You understand and acknowledge that, even after removal, copies of your User Contributions may remain viewable in cached and archived pages, or might have been copied or stored by other users of our sites. Proper access and use of information provided on our sites, including User Contributions, is governed by our terms of use and known or suspected violations should be reported to or write to us at Made In America Research, LLC, 1400 Village Square Blvd, Suite #3-247, Tallahassee, Florida 32309

4. Use of Your Information by Made in America Research, LLC

- a. We will be the data controller for your information. Along with us, other entities engaged in the administration of our sites may have access to your information and may perform services on behalf of us and, unless prohibited under applicable law, for their own behalf for the following purposes:
 - i. To provide you with the products and services you request;
 - ii. To communicate with you about your account or transactions with us and send you information about features on our sites or changes to our policies consistent with local law and choices and controls that may be available to you;
 - iii. To send you offers and promotions for our products and services or third-party products and services;
 - iv. To personalize content and experiences on our sites;
 - v. To provide you with advertising based on your activity on our sites and on third-party sites and/or applications;
 - vi. To optimize or improve our products, services and operations;
 - vii. To detect, investigate and prevent activities that may violate our policies or be illegal.

5. Sharing Your Information with Other Companies

- a. We will not share your personal information with organizations or entities not affiliated with our sites except in limited circumstances, including:
 - i. When you allow us to share your personal information with another company, such as:
 - 1. Electing to share your personal information with carefully selected companies so that they can send you offers and promotions about their products and services;
 - 2. Directing us to share your personal information with third-party sites or platforms, such as social networking sites.

Please note that once we share your personal information with another company, the information received by the other company becomes subject to the other company's privacy practices.

- ii. When companies perform services on our behalf, like package delivery and customer service; however, these companies are prohibited from using your personal information for purposes other than those requested by us or required by law
- iii. When we share personal information with third parties in connection with the sale of a business, to enforce our Terms of Use or rules, to ensure the safety and security of our customers and third parties, to protect our rights and property and the rights and property of our guests and third parties, to comply with legal process or in other cases if we believe in good faith that disclosure is required by law

6. California Privacy Rights

- a. California Civil Code Section § 1798.83 permits users of our sites that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an e-mail using our Contact Us page or write to us at Made In America Research, LLC, 1400 Village Square Blvd, Suite #3-247, Tallahassee, Florida 32309.

7. Your Controls and Choices

- a. We may provide you the ability to exercise certain controls and choices regarding our collection, use and sharing of your information. In accordance with local law, your controls and choices may include:
 - i. You may correct, update and delete your registration account if such an account is created;
 - ii. You may change your choices for newsletters and alerts, if any;
 - iii. You may choose whether to receive from us offers and promotions for our products and services, or products and services that we think may be of interest to you;
 - iv. You may request information regarding the personal information we hold about you and that we amend or delete it and we request third parties with whom we have shared the information do the same;
 - v. You may request information regarding your personal information by sending an e-mail using our Contact Us page or writing to us at Made In America Research, LLC, 1400 Village Square Blvd, Suite #3-247, Tallahassee, Florida 32309. , or following instructions provided in communications sent to you. Please be aware that, if you do not allow us to collect personal information from you, we may not be able to deliver certain products and services to you, and some of our services may not be able to take account of your interests and preferences.

8. Privacy Related to Children Over the Age of 13

- a. Our Website is not intended for children under 13 years of age. No one under age 13 may provide any personal information to or on the Website. We do not knowingly collect personal information from children under 13. If you are under 13, please do not register on the Website, make any purchases through the Website or send any information about yourself to us, including your name, address, telephone number or e-mail address. In the event that we learn that we have collected personal information from a child under age 13 without verification of parental consent, we will delete that information. If you believe that we might have any information from or about a child under 13, please contact us by sending an e-mail using our Contact Us page or writing to us at Made In America Research, LLC, 1400 Village Square Blvd, Suite #3-247, Tallahassee, Florida 32309.

9. Privacy Related to Children Over the Age of 13

- a. We recognize the need to provide heightened privacy protections with respect to personal information we may collect from children on our sites. Some of the features on our sites may not be available for use by children, and we do not knowingly collect personal information from children in connection with those features. When we intend to collect personal information from children, we take additional steps to protect children's privacy, including:
 - i. Notifying parents/guardians about our information practices with regard to children, including the types of personal information we may collect from children, the uses to which we may put that information, and whether and with whom we may share that information;
 - ii. In accordance with applicable law, obtaining consent from parents/guardians for the collection of personal information from their children, or for sending information about our products and services directly to their children;
 - iii. Limiting our collection of personal information from children to no more than is reasonably necessary to participate in an online activity;
 - iv. Giving parents access or the ability to request access to personal information we have collected from their children and the ability to request that such personal information be changed or deleted.

10. Data Security and Integrity

- a. The security, integrity and confidentiality of your information are extremely important to us. We have implemented technical, administrative and physical security measures that are designed to protect your information from unauthorized access, disclosure, use and modification. From time to time, we review our security procedures to consider appropriate new technology and methods. Please be aware though that, despite our best efforts, no security measures are perfect or impenetrable.

11. Changes to this Privacy Policy

- a. From time to time, we may change this privacy policy to accommodate new technologies, industry practices, regulatory requirements or for other purposes. We will provide notice to you if these changes are material and, where required by applicable law, we will obtain your consent.

12. Comments and Questions

- a. If you have a comment or question about this privacy policy, please contact us by sending an e-mail using our Contact Us page or writing to us at Made In America Research, LLC, 1400 Village Square Blvd, Suite #3-247, Tallahassee, Florida 32309. Our sites may contain links to other sites not owned or controlled by us and we are not responsible for the privacy practices of those sites. We encourage you to be aware when you leave our and to read the privacy policies of other sites that may collect your personal information.

Made In America Research

Terms of Use

TERMS OF USE

Made In America Research, LLC and its members and affiliates (collectively and individually, "we", "our" or "us") operate one or more websites offering information to authorized users. This information may include data, content, news, reports, programs, video, audio and other materials and services, communications, transmissions and other items, tangible or intangible (collectively, "Our Services"). By checking and clicking on the acceptance box at the end of this Terms of Use Agreement ("Agreement"), you acknowledge that you have read, understand and agree to be bound by the terms set forth in this Agreement. Your use of any of Our Services (including the advertising of your products on our website) also constitutes your acknowledgment of and agreement to be bound by this Agreement.

This Agreement is the entire agreement between you and us unless there is another written agreement between you and us that addresses your use of part or all of Our Services. If there is another such agreement and its terms conflict with terms in this Agreement, the specific terms of that agreement will take precedence over this Agreement.

Whenever new materials or services become part of Our Services, your use of them will be subject to this Agreement unless we notify you otherwise or we sign a separate written agreement governing items.

We may modify this Agreement at any time and the modifications will be posted on our website under the "Legal Notice" link. Such modifications become binding when they are posted. If any modification is unacceptable to you, you must discontinue your use of Our Services immediately. Use of Our Services after the date that the modification is posted means that you agree to the modification.

No change to this Agreement is valid unless the change is posted on the Legal Notice link, part of special terms as described above, or is in a separate writing signed by us.

Limitations on Use Information or data acquired from us ("Materials") may have copyright or similar notices. These may not be removed or modified. You may not republish, distribute or do anything else with Materials that is not specifically permitted in this Agreement.

Anti-hacking Provision You may not, nor may you allow others to, directly or indirectly: (a) attempt to or actually disrupt, impair or interfere with, alter or modify any

of Our Services, or (b) collect or attempt to collect any information of other authorized users, including passwords, account or other information.

Guarantee If you purchased the Total Package and are not satisfied, simply send a request for a refund within 30 days from date of purchase to **Made In America Research, LLC, 1400 Village Square Boulevard, Suite 3-247, Tallahassee FL 32309**. We will send you a form requesting information about how the Total Package did not perform per our guarantees. If your answers show that we failed to meet our guarantee, we will promptly issue a refund.

Limitation of Liability You are liable for activities conducted by you or anyone else in connection with your use of Our Services and of any Materials. If you are dissatisfied with Our Services, any Materials or the terms of this Agreement, your sole and exclusive remedy is to stop using Our Services and the Materials.

We do not warrant the accuracy, completeness, timeliness or other characteristics of any of Our Services or Materials. We will not be liable for any loss or injury resulting directly or indirectly from your use of Our Services or any Materials, whether or not caused in whole or in part by our negligence or by contingencies within or beyond our control. Neither we, nor suppliers of third-party content, are liable, directly or indirectly, for any loss or damage caused by use of or reliance on (or inability to use or access) Our Services or any Materials.

YOUR ACCESS TO AND USE OF OUR SERVICES ARE AT YOUR SOLE RISK. OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WE EXPRESSLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

WE ARE NOT AND WILL NOT BE A PARTY TO ANY TRANSACTION BETWEEN YOU AND ANY THIRD PARTY, WHETHER OR NOT THAT THIRD PARTY'S WEBSITE IS LINKED FROM OUR SERVICE.

Governing Law; Waiver; Severability

The laws of the state of Indiana govern this Agreement. You agree that venue and jurisdiction for any dispute will be in a federal or state court sitting in Marion County, Indiana.. You agree and expressly consent to the exercise of personal jurisdiction in the state of Indiana. No failure or delay in enforcing any right shall be a waiver of that or any other right. If any term of this Agreement is held invalid, illegal or unenforceable, the remaining portions shall not be affected.

Copyright

Unless specifically stated in conjunction with particular Materials, all Materials are copyrighted by us. You have no rights in or to the Materials and you may not use any Materials other than as permitted under this Agreement.

Trademark

All trade names, trademarks, service marks and other product and service names and logos on or in Our Services or the Materials are the proprietary trademarks of their respective owners and are protected by applicable trademark and copyright laws.

Made In America Advertising Agreement

ADVERTISING AGREEMENT

Made In America Research, LLC and its members and affiliates (collectively and individually, "we", "our" or "us") operate one or more websites offering information to authorized users. This information may include advertising, information, data, content, news, reports, programs, video, audio and other materials and services, communications, transmissions and other items, tangible or intangible (collectively, "Our Services"). By checking and clicking on the acceptance box at the end of this Advertising Agreement ("Agreement"), you acknowledge that you have read, understand and agree to be bound by the terms set forth in this Agreement. Your use of any of Our Services (including the advertising of your products on our website) also constitutes your acknowledgment of and agreement to be bound by this Agreement.

This Agreement is the entire agreement between you and us unless there is another written agreement between you and us that addresses your use of part or all of Our Services. If there is another such agreement and its terms conflict with terms in this Agreement, the specific terms of that agreement will take precedence over this Agreement.

Whenever new materials or services become part of Our Services, your use of them will be subject to this Agreement unless we notify you otherwise or we sign a separate written agreement governing items.

We may modify this Agreement at any time and the modifications will be posted on our website under the "Legal Notice" link. Such modifications become binding when they are posted. If any modification is unacceptable to you, you must discontinue your use of Our Services immediately. Use of Our Services after the date that the modification is posted means that you agree to the modification.

No change to this Agreement is valid unless the change is posted on the Legal Notice link, part of special terms as described above, or is in a separate writing signed by us.

Conditions on Use As a condition of using Our Services, you hereby represent and certify to us that (a) you have the authority to advertise the product that you are advertising, and such product complies with the FTC Made in USA standard, and (b) the product you are advertising has a Made in USA Content of at least 30%, as calculated by MadeInUSAContent.com calculator.

You also agree that (a) your advertisements may be reviewed by the Made in America Research staff for acceptance, and may be either accepted or rejected at the reviewers'

sole discretion, (b) if your advertisement is accepted you authorize Made In America Research to use my credit card for payment, (c) if it is discovered after your advertisement has been accepted that one or more of your products does not comply with the FTC Made in America standard, your advertisement will be removed from our websites and you will not be entitled to a refund.

Anti-hacking Provision You may not, nor may you allow others to, directly or indirectly: (a) attempt to or actually disrupt, impair or interfere with, alter or modify any of Our Services, or (b) collect or attempt to collect any information of other authorized users, including passwords, account or other information.

Guarantee If you purchased advertising and are not satisfied, simply send a request for a refund within 30 days from date of purchase to **Made In America Research, LLC, 1400 Village Square Boulevard, Suite 3-247, Tallahassee FL 32309**. We will send you a form requesting information about how our Advertising did not perform per our guarantee. If your answers show that we failed to meet our guarantee, we will promptly issue a refund.

Limitation of Liability You are liable for activities conducted by you or anyone else in connection with your use of Our Services and of any Materials. If you are dissatisfied with Our Services, any Materials or the terms of this Agreement, your sole and exclusive remedy is to stop using Our Services and the Materials.

We do not warrant the accuracy, completeness, timeliness or other characteristics of any of Our Services or Materials. We will not be liable for any loss or injury resulting directly or indirectly from your use of Our Services or any Materials, whether or not caused in whole or in part by our negligence or by contingencies within or beyond our control. Neither we, nor suppliers of third-party content, are liable, directly or indirectly, for any loss or damage caused by use of or reliance on (or inability to use or access) Our Services or any Materials.

YOUR ACCESS TO AND USE OF OUR SERVICES ARE AT YOUR SOLE RISK. OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WE EXPRESSLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

WE ARE NOT AND WILL NOT BE A PARTY TO ANY TRANSACTION BETWEEN YOU AND ANY THIRD PARTY, WHETHER OR NOT THAT THIRD PARTY'S WEBSITE IS LINKED FROM OUR SERVICE.

Governing Law; Waiver; Severability

The laws of the state of Indiana govern this Agreement. You agree that venue and jurisdiction for any dispute will be in a federal or state court sitting in Marion County, Indiana.. You agree and expressly consent to the exercise of personal jurisdiction in the state of Indiana. No failure or delay in enforcing any right shall be a waiver of that or any

other right. If any term of this Agreement is held invalid, illegal or unenforceable, the remaining portions shall not be affected.

Copyright

Unless specifically stated in conjunction with particular Materials, all Materials are copyrighted by us. You have no rights in or to the Materials and you may not use any Materials other than as permitted under this Agreement.

Trademark

All trade names, trademarks, service marks and other product and service names and logos on or in Our Services or the Materials are the proprietary trademarks of their respective owners and are protected by applicable trademark and copyright laws.

Made In America Research License Purchase Agreement

THIS LICENSE PURCHASE AGREEMENT (“*Agreement*”) is made between Made in America Research, LLC (“*Licensor*”) and the entity identified below (“*Licensee*”) effective on the later of the date Licensee’s representative signs this Agreement and the date the Fee (as defined below) is paid to Licensor. Licensor, the owner of a certification mark (“*Certification Mark*”) and related information and materials, is willing to grant Licensee the License defined below, subject to the terms and conditions set forth in this Agreement. Licensee agrees to those terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby represent, warrant and agree as follows:

1. License Fee.

In addition to all other requirements of this License, and in consideration of the license granted under this agreement, the right to make use of the Certification Mark described on Schedule A (“*Certification Mark*”), and all other rights conferred under this License Agreement are strictly predicated upon the payment of a fee (“*License Fee*”) of ONE HUNDRED and TWENTY dollar (\$120). Licensor may, at any time and in its sole discretion, alter the License Fee with respect to new licensees or the renewal of this License; provided, there shall be no increase in the License Fee during the initial Term of this Agreement.

2. Term.

The License shall have a term of twelve months (366 days) beginning upon the date payment of the License Fee is fully processed. The License shall automatically terminate upon the 366th day of the term unless renewed through payment of an additional License Fee. The license may be terminated by either party as described elsewhere in this License. In the even that the License is terminated, no portion of the License Fee shall be refunded.

2. Licensee’s Certification.

By its execution of this Agreement and as an express condition of its continued use of the Certification Mark, Licensee hereby represents, warrants and covenants as follows:

- A. The undersigned is an authorized representative of the Licensee and is properly authorized to execute this Agreement on behalf of Licensee.
- B. Licensee’s use of the certification mark will at all times comply with applicable laws (including, but not limited to, those of the Federal Trade Commission (FTC) concerning the use of the "Made In USA" designation of origin [*FTC Content Laws*]).

- C. All statements made by the undersigned authorized representative of Licensee are true and accurate.
- D. Licensee is familiar with the FTC Content Laws and satisfies all the following accreditation standards (collectively, "*Accreditation Standards*"): (1) Licensee has been operational (i.e., actively making or growing products or services) in the United States for at least the most recent 12 months, and (2) Licensee either:(a) makes or grows a product that is "all or virtually all made in the United States" as such term is defined in the FTC Content Laws, or (b) makes or grows a product that is eligible to make a qualified Made in USA claim containing a description of the extent, amount or type of a product's domestic content or processing, in accordance with the FTC Content Laws.

3. License Grant.

Conditional upon Licensee's initial and continued compliance with all of the terms and conditions of this Agreement, including the Accreditation Standards, Licensor hereby grants Licensee a limited, non-exclusive, worldwide, revocable, non-transferable license to (1) use the Certification Mark on or in connection with Licensee's products that meet the Accreditation Standards, and (2) use Licensor's Made In USA Content Calculator (collectively, "*License*"). A Licensee meeting all the requirements of this Agreement and the License is referred to as an "*Accredited Business*".

As a condition of this License, Licensee agrees to only use the Certification Mark to designate that Licensee's products or services meet the Accreditation Standards. Examples of unacceptable use include, but are not limited to, prominent use of the Certification Mark as a logo on articles of clothing, coffee mugs, bumper stickers or other "affinity" merchandise.

Except for the limited license rights granted herein, Licensor reserves to itself all right, title and interest in and to the Certification Mark and the Made in USA Content Calculator.

Use of Licensee Information by Licensor.

Licensee gives Licensor its consent to publish information about Licensee, its business and its use of the Certification Mark for the purpose of indicating Licensee's participation in Licensor's Certification Mark program.

Licensee gives its consent to Licensor's use of Licensee's name and logo (a) on Licensor's web site, blog, Facebook page and other social media and Internet, sources, including linking to Licensee's home page, (b) for use in recruiting additional Accredited Businesses, and (c) in press releases, news articles, advertisements and other public statements concerning the Certification Mark, all in order to indicate that Licensee is a Accredited Business.

Usage Limitations.

If Licensor or any court or governmental entity determines that use of the Certification Mark may in any particular manner or jurisdiction violate any applicable laws, be contrary to public policy or may subject Licensee or Licensor to any third-party claims, legal or governmental investigations or proceedings, penalties or liabilities, Licensee agrees, upon receipt of notice and request from Licensor, to immediately cease and desist from all use of the Certification Mark in such particular manner or jurisdiction.

Control.

Licensor shall have absolute determination and control, in its sole discretion, over the design, redesign, modification, authorized or unauthorized use, manner and degree of application, manner and extent of registration, maintenance, protection, enforcement, ownership, licensing, use and termination of the Certification Mark.

Specific Use Restrictions.

Licensee shall use the Certification Mark only in the exact form depicted in the form it is downloaded from this web site and shall not otherwise modify the Certification Mark or combine it with another mark, or use, adopt or register any marks confusingly similar to the Certification Mark.

Licensee shall not use the Certification Mark in any manner that would: (i) be likely to reduce, diminish or damage the goodwill, value or reputation associated with the Certification Mark; (ii) violate the rights of any third parties; (iii) result in any third party claim or in any governmental investigation, claim or proceeding alleging unlawful or improper use of the Certification Mark; (iv) cause the Certification Mark to be used in any manner other than as a certification mark; or (v) violate the FTC Laws.

Noncompliance.

Licensee shall immediately and at its sole cost and expense correct any usage of the Certification Mark that Licensor regards as failing to comply with the requirements of this Agreement.

Licensor Ownership of the Certification Mark.

Licensee acknowledges Licensor's exclusive right, title and interest in and to the Certification Mark and acknowledges that nothing herein shall be construed to accord to Licensee any rights in the Certification Mark except as otherwise expressly so provided.

Licensee represents and warrants with respect thereto that it will not at any time do any of the following: (i) challenge Licensor's right, title or interest in the Certification Mark or the validity the Certification Mark or any registration thereof; (ii) do or cause to be done or omit to do anything, the doing, causing or omitting of which would contest or in any

way impair or tend to impair the rights of Licensor in the Certification Mark; (iii) represent that it has any ownership in or rights with respect to the Certification Mark; and (iv) adopt, use or register any certification mark, trademark, service mark, trade name, insignia or logo that is confusingly similar to or a colorable imitation of the Certification Mark.

Termination.

Licensee acknowledges that if it engages in any unauthorized use of the Certification Mark or any violation of the Accreditation Standards or other provisions of this Agreement irreparable injury will occur if such unauthorized use or violation continues, and Licensor may immediately terminate Licensee's right to continue using the Certification Mark and invoke equitable or legal relief to enforce its rights under this agreement. If Licensor prevails in any proceeding to enforce its rights, Licensee will pay Licensor's attorneys' fees.

Licensee may terminate this Agreement at any time by discontinuing any use of the Certification Mark. In addition to Licensor's right to terminate this Agreement upon Licensee's breach of this Agreement, Licensor may terminate this Agreement for any reason upon thirty (30) days notice to Licensee. Upon any termination of this Agreement, the License shall immediately terminate and Licensee will immediately discontinue all use of the Certification Mark.

No Warranty by Licensor.

LICENSOR PROVIDES THE LICENSE WITHOUT ANY WARRANTY OF ANY KIND. LICENSOR EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. UNDER NO CIRCUMSTANCES WILL LICENSOR BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM USE OF ANY CERTIFIED PRODUCT(S), ANY PRODUCT(S) BEARING THE CERTIFICATION MARK OR CONDUCT OR REPRESENTATIONS OF ANY USERS OF THE WEB SITE OR ACCREDITED BUSINESS, WHETHER ONLINE OR OFFLINE. LICENSOR MAKES NO REPRESENTATION ABOUT ANY CERTIFIED PRODUCT OR ANY PRODUCTS BEARING THE CERTIFICATION MARK AND EXPRESSLY DISCLAIMS ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OF THE SAME. LICENSOR CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF ANY CERTIFIED PRODUCT OR ANY PRODUCT(S) BEARING THE CERTIFICATION MARK.

Limitation of Liability.

IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR

PUNITIVE DAMAGES, INCLUDING LOST PROFITS ARISING FROM OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY ALLEGED BREACH OF ANY REPRESENTATION, WARRANTY OR OTHER PROVISION HEREIN, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH CLAIMS ARE BASED AND EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

Indemnity.

Licensee agrees to defend, indemnify and hold Licensor and its officers, directors, business partners, employees and agents harmless from and against any claim, damage, loss or liability, including reasonable attorneys' fees and costs ("Claim") incurred arising out of or in connection with any breach of this Agreement by Licensee or any Claim asserted by any third party, whether for personal injury, misrepresentation or otherwise arising out of or relating to the manufacture, advertising, promotion, use, marketing or sale of Licensee's products or its use of the Certification Mark.

Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the Indiana. Both parties agree to submit to the jurisdiction of the courts in Indiana and further agree that any cause of action arising under this Agreement shall be brought in the federal or state courts in Indianapolis, Indiana.

Independent Contractors.

The parties are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement. Neither party shall make any warranties or representations on behalf of the other party.

No Advice or Legal Opinion.

THE CONTENT INCLUDED IN THE MADE IN USA CONTENT WEBSITE DOES NOT CONSTITUTE LEGAL ADVICE OR OPINION. IT IS THE OBLIGATION OF THE LICENSEE TO ENSURE THAT ALL USE OF THE CERTIFICATION MARK BY LICENSEE COMPLIES WITH FEDERAL, STATE AND ADMINISTRATIVE LAW, INCLUDING BUT NOT LIMITED TO, THE FTC MADE IN USA STANDARD AND 15 USC § 1125. USE OF THE CERTIFICATION MARK DOES NOT INDICATE, WARRANT OR GUARANTEE COMPLIANCE WITH ANY FEDERAL, STATE, OR ADMINISTRATIVE, LAW OR REGULATION. LICENSOR MAKES NO CLAIMS OR REPRESENTATIONS REGARDING COMPLIANCE WITH ANY LAW OR REGULATION. QUESTIONS REGARDING COMPLIANCE WITH THE LAW ARE ADVISED TO CONSULT WITH AN ATTORNEY.

SCHEDULE A

