



## Logo and HyperLink License Agreement

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1. Your receipt of the license granted hereby and your Link and use of the Link Logo contemplated by this license is without charge to or royalty payment from you. You must, however, accept the terms of this license. Your use of the Link and the Link Logo will acknowledge your acceptance of such terms and conditions.
2. You may only Link to MWCN's home web page at [www.mwcn.org](http://www.mwcn.org). The Link Logo must be used as a link to [www.mwcn.org](http://www.mwcn.org). You may not use the Link Logo as a static image. You must include the following notice on any web page you create that includes the Link or the Link Logo: "**MountainWest Capital Network and the MountainWest Capital Network/Utah 100 Logo are trademarks of the MountainWest Capital Network, a Utah non-profit corporation.**" Except to the extent specifically granted hereby, MWCN reserves all rights to its intellectual property. This license shall not entitle any party to use, display or include the Link Logo other than on the official web site of a winning company. No party may use the Logo on in any print, video or electronic media (other than a web site) without the express, prior written consent of MWCN.
3. You may only use the licensed Link Logo. No other MWCN logo, obtained from MWCN's WWW page or any other MWCN source may be used.
4. You may not use the name "MountainWest Capital Network", "Utah 100", the Link, and/or the Link Logo to disparage MWCN, its programs, services, or sponsors in any way that in MWCN's

sole discretion may diminish or damage the goodwill and reputation of MWCN or the Utah 100 awards program, including, but not limited to, uses that could be deemed obscene, pornographic, or excessively violent, or to encourage unlawful activities.

5. You may not alter the appearance of the Link Logo. The Link Logo must stand by itself and must include a minimum amount of 25 pixels of empty space around it to avoid unintended associations with any other objects including, but not limited to, type, photography, borders, and edges. You may not use the Link Logo as a feature or design element of any other logo.

6. You may not use the names "MountainWest Capital Network" or "Utah 100", the Link, and/or the Link Logo (i) in any manner that states or implies (A) MWCN sponsorship or endorsement of your company, products, services, and/or Internet Web site, or (B) that MWCN or its sponsors and agents have reviewed, audited, read, approved, accepted or endorsed the accuracy or completeness of your current or past financial statements or information; or (ii) in connection with any offer to sell or purchase or any sale or purchase of securities.

7. You may not display the names "MountainWest Capital Network", "Utah 100", the Link, and/or the Link Logo more prominently than your company, product, Internet Web site name, or logo.

8. MWCN reserves the right to alter, modify, or discontinue the MWCN web site and Link Logo at any time, in its sole discretion.

9. MWCN'S WEB SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE-RELATED SERVICE, IS PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF

MWCN's WEB SITE, SITE-RELATED SERVICES, THE LINK LOGO, AND HYPERLINKED WEB SITES.

10. YOU AGREE THAT MWCN SHALL NEITHER BE RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO YOUR USE OF THE LINK AND/OR LINK LOGO. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM RELATING TO THE LINK AND/OR LINK LOGO IS TO STOP USING THEM. YOU AGREE TO RELEASE AND FOREVER DISCHARGE MWCN AND ITS SPONSORS, AGENTS, EMPLOYEES, ASSIGNS, OFFICERS, ADMINISTRATORS, PREDECESSORS, SUCCESSORS, SUBSIDIARIES, AND DIRECTORS OF AND FROM ANY AND ALL PAST, PRESENT, AND FUTURE RIGHTS, ACTIONS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, COSTS, LOSSES, EXPENSES, AND ATTORNEYS' FEES, WHETHER KNOWN OR UNKNOWN, INCLUDING ANY AND ALL CLAIMS FOR INDEMNITY AND/OR CONTRIBUTION, WHICH YOU MAY NOW HAVE, OR WHICH MAY HEREAFTER ACCRUE RELATING TO THE LINK AND/OR LINK LOGO.

11. You agree to defend, indemnify, and hold harmless MWCN and its sponsors, officers, employees, and authorized successors in interest from and against any claim, action, proceeding, liability, loss, damage, cost, or expense, including, without limitation, attorneys' fees as provided herein, arising out of any claim relating to your use of the names "MountainWest Capital Network", "Utah 100", the Link, or the Link Logo by paying all amounts that a court finally awards or that you agree to in settlement of such claims.

12. MWCN reserves the right to review your use of the names "MountainWest Network" or "Utah 100", the Link, and/or the Link Logo, and you agree to provide MWCN unrestricted access to your site to review your use of the names "MountainWest Capital Network" or "Utah 100", the Link, and/or the Link Logo. MWCN may at any time, and in its sole discretion, require you to discontinue your use of the names "MountainWest Capital Network" or "Utah 100", the Link, and/or the Link Logo.

13. This license constitutes the entire agreement of the parties with respect to its subject matter.

14. This Agreement may be terminated at any time upon oral or written notice from MWCN. If not earlier terminated, this Agreement shall terminate and expire two (2) years after the latest date on which the licensee is recognized as a Utah 100 winner.