

#### March of Dimes Click Wrap Linking Agreement

This Agreement contains the complete terms and conditions that apply to an individual's or entity's use of a link to the March of Dimes web site. **LINKS MAY NOT BE USED TO ENDORSE ANY GOODS OR SERVICES OR TO PROMOTE THE SALE OF GOODS OR SERVICES IN ANY WAY.** As used in this Agreement, "we" or "March of Dimes" means March of Dimes Birth Defects Foundation and "you" means the individual or entity that is requesting to link to our website. "Site" means a World Wide Web site, and depending on the context, refers either to our site located at [www.marchofdimes.com](http://www.marchofdimes.com) or to any site that you will link to our site.

**Links From Your Site.** Once you have agreed to the terms of this Agreement by clicking on the "I Agree" button below, you may provide on your site one or more of the following types of links to our site:

- Graphic Link
- Text Link

**Limited License for Website Link.** We grant you a nonexclusive, non transferable, revocable right to use the graphic image and text described above and such other text or images for which we grant express permission, solely for the purpose of linking our Site to your Site. The link may only be used to transport a user from your Site directly to any page withing the March of Dimes Site located at <http://www.marchofdimes.com>. You agree not to mirror the March of Dimes home page or any other subsequent pages on the March of Dimes Site. You agree not to frame the content of our pages within your pages. You acknowledge our exclusive right, title and interest in our trade names, trademarks, trade dress, and other indicia of origin ("March of Dimes Marks.") You agree not to alter March of Dimes Marks in any way. You agree that you will not use March of Dimes Marks in any way that would demean, defame, embarrass, diminish or cause any harm to us. You agree that you will not use the link to endorse a particular product or service. **YOU AGREE THAT YOU WILL NOT USE THE LINK TO PROMOTE THE SALE OF ANY GOODS OR SERVICES.** You agree that you will not link our Site to any Site containing violent or obscene content. We may revoke your license at any time by giving you written notice in hard copy or electronic form to the name and address that you have provided us.

**Indemnification.** Subject to the Limitation of Liability below, each party shall indemnify and hold the other party harmless, its directors, officers and employees from any claims, liability, judgments, damages or costs, including reasonable attorneys' fees, asserted or awarded against or incurred by the other party, its directors, officers or employees as a result of any negligent act or omission. You also agree to indemnify, defend and hold March of Dimes from any claims, actions, losses, or damages arising from your use of the March of Dimes name and/or March of Dimes Marks.

**Limitation of Liability.** Under no circumstances will one party have any obligation or liability to the other party for any damages incurred by such other party, whether, indirect, incidental, punitive, consequential, special or other damages, including without limitation, damages for loss of business, loss of profits, loss of goodwill, work stoppage, computer or computer system failure or malfunction, loss of work product or any other commercial damages or losses, whether directly or indirectly caused, whether in tort, contract or otherwise, even if the party is advised of the possibility of such damages.

**Representations and Warranties.** We do not make any representations or warranties, express or implied, including any implied warranty of the merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance.

**Term of the Agreement.** The term of this Agreement will begin upon your clicking the "I Agree" button below and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party notice in electronic or hard copy form. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your site, all links to our site, and all March of Dimes Marks and all other materials provided by or on behalf of us under this Agreement.

**Relationship of the Parties.** Each party is an independent contractor and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative or employment relationship

between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your Site or otherwise, that reasonably would contradict anything in this paragraph.

Notices. Notices to you will be sent to (your e-mail address provided below). Notices to us will be sent to askus@marchofdimes.com. Electronic notices are sufficient notice for the purpose of this Agreement.

Miscellaneous. This Agreement contains the entire understanding of the parties and may be amended only in writing signed by the parties. This Agreement and any rights and obligations under it may not be assigned by you unless we have given our prior written consent to such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. This Agreement shall be governed by and construed under the laws of the State of New York. If any portion of this Agreement is held to be void or unenforceable, such part shall be treated as severable, and the remainder of this Agreement shall be given full force and effect. A court of competent jurisdiction shall then have the right, in its sole discretion, to modify and substitute such provision to the extent required to be valid and enforceable.

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