

TRADEMARK AND LOGO TERMS OF USE POLICY AND TRADEMARK USAGE GUIDELINES

CHIME Foundation hereby grants Foundation Firm a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to use the CHIME Foundation trademark and logo (collectively, the "*Mark*") solely on Foundation Firm's website to indicate that Foundation Firm is a member of CHIME Foundation only while Foundation Firm is a member in good standing of CHIME Foundation and subject to Foundation Firm's compliance with the terms and conditions specified in this Terms of Use Policy and the Guidelines (as defined below). The use of the Mark on Foundation Firm's website shall be only for the Foundation Firm itself, and is not to be used for any parent or other affiliated organization of the Foundation Firm. Except as set forth in the Guidelines regarding gifts and merchandise (which must be approved in advance by CHIME Foundation), the Mark shall not be used for any other purpose, including, without limitation, on or in connection with any merchandise, products, disposable items or printed material.

Foundation Firm must properly identify the Mark with a "™" symbol and include the following trademark Attribution Statement on the webpage where the Mark is being used:

The CHIME Foundation name and logo are trademarks of College of Healthcare Information Management Executives Foundation.

Prior to placement on Foundation Firm's website, Foundation Firm must present to CHIME Foundation for CHIME Foundation's review and approval the graphic placement of the Mark on the website. Foundation Firm agrees to make any changes to the format, graphic representation or other changes as may be required by CHIME Foundation, at Foundation Firm's expense. CHIME Foundation reserves the right not to provide its approval in the event the use of the Mark violates or is inconsistent with this Terms of Use Policy or the Guidelines, or creates or may create confusion.

Except for the limited rights granted to Foundation Firm herein, all intellectual property rights in and to the Mark belong exclusively to CHIME Foundation, and Foundation Firm shall not acquire any ownership rights in the Mark as a result of Foundation Firm's permitted use of the Mark.

Foundation Firm shall not: (a) take any action which will interfere with any of CHIME Foundation's rights in and to the Mark; (b) challenge CHIME Foundation's right, title or interest in and to the Mark or the benefits therefrom; (c) make any claim or take any action adverse to CHIME Foundation's ownership of the Mark; (d) register or apply for registrations of the Mark or any other mark which is similar to the Mark or which incorporates the Mark; and (e) use any mark which is confusingly similar to the Mark.

In addition to the foregoing, Foundation Firm shall not use the Mark in any way that references or suggests, directly or indirectly, that CHIME Foundation or any of its affiliates has endorsed, certified, approved or warranted Foundation Firm's products or services, website, or any other media or publication, including the quality, reliability or performance of any of the foregoing. Foundation Firm shall not use the Mark on any portion of any website that is the same or similar in appearance, layout or design to the appearance, layout or design of any portion of the CHIME website.

Foundation Firm shall not, directly or indirectly, sublicense, assign, transfer or attempt to sublicense, assign or transfer, or in any way encumber, the Mark. Any attempt to do so shall be void.

CHIME Foundation may terminate Foundation Firm's rights to use the Mark immediately upon written notice, if Foundation Firm: (a) fails to comply with any terms of this Terms of Use Policy or the Guidelines; or (b) ceases to be a member in good standing of CHIME Foundation. CHIME Foundation may also terminate Foundation Firm's rights to use the Mark without cause at any time upon thirty (30) days written notice.

If the rights granted to Foundation Firm under this Terms of Use Policy are terminated, the Mark shall be removed from Foundation Firm's website as soon as possible, not to exceed three (3) calendar days following the date of such notice.

The Terms of Use Policy and the Guidelines represent the entire agreement between Foundation Firm and CHIME Foundation with respect to the use of the Mark, and supersede any and all prior agreements or understandings between Foundation Firm and CHIME Foundation relating to the subject matter herein.

Trademark Usage Guidelines

Note: These Trademark Usage Guidelines may be changed from time-to-time by CHIME Foundation in CHIME Foundation's sole discretion (the then-current version, the "**Guidelines**"). CHIME Foundation will communicate any change by posting the updated version of the Guidelines to the CHIME website, and Foundation Firm's compliance with such change, if needed, will be required within thirty (30) days after the date of such notification. If Foundation Firm is unable to complete the change, if needed, within such thirty (30)-day period, Foundation Firm must contact CHIME Foundation in advance of the expiration date and CHIME Foundation and the Foundation Firm will work together to address an acceptable timeline to implement the change. If the change is not completed within the thirty (30)-day time period, or such longer time period as may be agreed between CHIME Foundation and the Foundation Firm, CHIME Foundation may revoke the right of Foundation Firm to use the Mark.

CHIME Foundation will provide the graphic file for use on Foundation Firm's website. Foundation Firm is not permitted to create its own version of the Mark.

Do not change the size, color or proportion of the artwork provided by CHIME Foundation. Do not use the Mark within the structure of a sentence, within a title, or in conjunction with the Foundation Firm's or any other company's logo.

Always allow a "safe space" around the logotype that is equal to or greater than the height of the Mark in use.

Do not place the Mark on active backgrounds that may reduce legibility.

The Mark, if used as a linking device on the Internet must always link to www.chimecentral.org. If other links within the www.chimecentral.org domain are required, then Foundation Firm must include a "Go to CHIME" button to permit the user to navigate directly back to the www.chimecentral.org homepage.

The Mark shall not be used in any manner that might suggest CHIME Foundation is the owner of an event. For instance, the Mark may not be incorporated into an event identity, name or imagery.

The Mark must always be clearly identified as or associated with text that communicates the relationship with Foundation Firm. For instance, when used, it should be near a paragraph/statement about CHIME Foundation and its relationship with Foundation Firm or when used with multiple logos the relationship should be identified collectively as such (e.g., "member of:" or other appropriate language).

The Mark must not be subordinate to, or dominant over, those of the other equivalent value. For instance, the Mark along with other marks must all be equally important with no individual logo dominating the others, and the Mark must have "equal visual weight" in relation to other marks being represented.

Use of the Mark on merchandise being provided as a gift or sold at an event will require a separate written license and involve payment of an additional license fee to CHIME Foundation. CHIME Foundation reserves the sole right to accept or deny a request to permit the Mark to be used in the above manner.

The Mark

