

SUBSCRIPTION TERMS RELATED TO HOPE HEALTH PRODUCTS AND SERVICES

CUSTOM DESIGN SERVICES

Please read these terms of use carefully. They control the terms of purchase when you receive custom design services.

See also [GENERAL LEGAL TERMS](#)

BY PURCHASING CUSTOM DESIGN SERVICES YOU HAVE AGREED TO THESE TERMS

CUSTOMIZED PRODUCTS

Hope Health provides custom design services. When you purchase a Customized Product, Hope Health will generally include within the Customized Product Hope Health Content (which may include trade and service marks and trade dress) which are either owned or exclusively licensed by Hope Health (hereinafter the "Hope Health Content"). At your option, you may also incorporate trademarks and copyrighted or copyrightable materials owned or controlled by the Customer into a Customized Product.

LIMITED RIGHTS OF USE

In consideration of your payment of the applicable Fee(s) charged by Hope Health, Hope Health grants to Customer, and Customer accepts, a non-exclusive, limited, revocable, personal right and license, without the right to sub-license, to:

- (1) Use the Hope Health Content, as approved by Hope Health, as a part of the Customized Product(s); and,
- (2) Market, sell, deliver or give away copies of the Customized Product to employees, customers, health plan members, patients, or potential customers as a part of its employee wellness program, benefit plan or health and wellness membership.
- (3) You do not have the right to commercially re-sell or re-distributed the Hope Health Content or the Customized Product in as a standalone product, unless Hope Health approves such re-sale in writing. The sale of a product or service which contains Hope Health Content in competition with Hope Health is strictly forbidden.

RIGHTS IN CUSTOMIZED PRODUCTS

If the Customized Product includes the trademark(s), service mark, trade dress or other proprietary property of a Customer and the Hope Health Content, then you acknowledge that any Hope Health Content which is a part of the Customized Product(s) shall remain the sole and exclusive property of Hope Health, and any Customer owned or controlled trademarks, service marks, trade dress or other proprietary property contributed or incorporated into the Customized Product shall remain the sole and exclusive property of Customer.

TERM AND TERMINATION

The term of this Agreement shall be effective as of the date set forth above and shall remain in effect for the applicable subscription period. This Agreement may be terminated upon written notice to the other party or a material breach in the terms of the Agreement if the breaching party fails to cure the material breach after thirty (30) days prior written notice describing the breach. Upon termination of your agreement with Hope Health, your right to distribute copies of the Hope Health Content and the Customized Product end, unless the parties agree otherwise.

PROPRIETARY PROTECTION

(1) Limited Right of Use. By subscribing to a Customized Product, you are not selling or assigning to Hope Health the title or ownership of the Customer's trademarks or proprietary materials, but only the right to combine and customize said materials in the Customized Product(s). Hope Health acknowledges the Customer's ownership right, title and interest in and to its trademarks and proprietary materials and will not at any time do or cause to be done any act or thing contesting or in any way impairing any part of such right, title and interest. Hope Health shall not in any way represent it has any ownership interest in Customer's trademarks or other proprietary materials or registration thereof, and Hope Health acknowledges that the use of the such materials in the Customized Products will not create in Hope Health, or any affiliate, successor or assigns, any right, title or interest in or to the Customer's proprietary materials, but all uses of such materials shall inure to the benefit of Customer.

(2) Hope Health Proprietary Property. By subscribing to a Hope Health Product, the Customer does not receive any right of title or ownership of the Hope Health Content. Customer acknowledges Hope Health's exclusive right, title and interest in and to Hope Health Content, including trademarks, trade dress and proprietary property used to create the products and will not at any time do or cause to be done any act or thing contesting or in any way impairing any part of such right, title and interest. Customer shall not in any way represent it has any ownership interest in the Hope Health Product, or claim any registration thereof, and Customer acknowledges that the use of Hope Health Content in a Customized Product(s) will not create in Customer, or any affiliate, successor assigns, any right, title or interest in or to the Hope Health trademarks or trade dress, but all uses of Hope Health Content shall inure to the benefit of The Hope Heart Institute and/or Hope Health. Customer shall keep the Hope Health Content and any Customized Product which includes the Hope Health Content free and clear of all claims, liens, and encumbrances.

(3) Acknowledgment of Rights. Each party acknowledges the other's proprietary materials constitute commercially valuable, proprietary property, the design and development of which reflect the effort of skilled experts and artists and the investment of considerable time and money. Any distribution, copying or modification of the Hope Health Content not expressly authorized by this Agreement is strictly forbidden.

(4) Injunctive Relief. In the event either party breaches this Agreement by the use of the other party's proprietary materials beyond the rights granted under this Agreement, then the parties agree the party who owns the proprietary materials shall be entitled to injunctive relief in a court of competent jurisdiction and the infringing party agrees to the infringing party's court costs and reasonable attorney fees expended in obtaining such injunctive relief. Each party's right to injunctive relief shall be cumulative with all remedies at law and in equity to which that party is entitled. Either party's right to injunctive relief shall survive termination of this Agreement.

WARRANTIES

Hope Health warrants that the Hope Health Content is either an original works of either Hope Health or the Hope Heart Institute or that Hope Health has the right to utilize it as intended herein. Customer warrants that any Customer provided content (text, visual or graphic art, or audio), trademark, trade name, trade dress, is either an original work, or that Customer has the right to utilize the Customer provided content in the Customized Publication, and Customer agrees to indemnify Hope Health to the extent described below.

INFRINGEMENT; INDEMNIFICATION

The parties agree to provide each other with the following protection against claims of proprietary right infringement:

Each party shall (1) indemnify the other, their respective directors, officers, employees, agents and lawyers from and against any liability, costs, loss or expense of any kind, (2) hold the other harmless and save it from any liability, costs, loss or expense of any kind, and (3) defend any suit, proceeding, or administrative charge (including claims by federal regulatory agencies) against the other party to the extent it arises out of or is based on any claim, demand, or action alleging that the material contributed by that party to the Customized Product(s), or any portion thereof, or trademark(s), or any portion thereof, furnished under this Agreement and used within the scope of this Agreement: (i) infringes upon any copyright, patent or other proprietary rights of

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any third party; (ii) is libelous, slanderous, or obscene; (iii) violates any federal or state law. Additionally, the alleged infringing party agrees to pay to the other party any costs, damages, or awards of settlement, including court costs, arising out of any such claim or action, provided the other party shall give written notice of any notice, claim, or action to the other party within a reasonable time after receipt of the claim and accord to the alleged infringer the direction of the defense thereof and reasonably consent to any settlement of such claim, demand or action.