

2019 UNITED WAY WORLDWIDE LICENSE AGREEMENT



This license agreement (License) confirms in writing the terms of your organization's rights to use certain registered trademarks of United Way Worldwide (UWW) as a United Way member organization (UWMO) in good standing.

TRADEMARKS COVERED UNDER THIS LICENSE ARE:

- A) Collective Membership Marks (CMMs): CMMs are those trademarks that UWMO's may use to indicate membership in UWW in advertising and other promotional materials. CMMs are the Masterbrand (the United Way name and logo) and LIVE UNITED®.
- B) Licensed Marks: Licensed Marks are those trademarks that may be used by UWMO's in connection with charitable activities including fundraising and community impact as described in Paragraph 5 below. Licensed marks are:
 - ▶ the Masterbrand
 - ▶ LIVE UNITED
 - ▶ GIVE. ADVOCATE. VOLUNTEER.
 - ▶ UNITED WE FIGHT. UNITED WE WIN. LIVE UNITED.
 - ▶ UNITED WE FIGHT. UNITED WE WIN.
 - ▶ UNITED WE FIGHT. LIVE UNITED.
- C) The Marks: "The Marks" refers to the CMMs and the Licensed Marks.

THE TERMS OF THIS LICENSE ARE:

1. This License is royalty-free, exclusive and for the geographic area assigned to UWMO through the designated ZIP code(s), on file at UWW in GiftLink (Solicitation/Service Area).
2. UWW retains the right to use the Marks on a worldwide basis. UWMO recognizes UWW's exclusive ownership and title to the Marks. UWMO are precluded from registering as trademarks any marks used by UWW. Registration of domain names and social media handles using any UWW trademarks, or substantially similar variations, must be pre-approved by UWW's Director of Membership Accountability or UWW's General Counsel. UWMO shall include a geographic identifier in domain names and social media handles.
3. UWMO agrees not to raise or cause to be raised, any question concerning or objection to the validity of the Marks, or to UWW's ownership thereof, and acknowledges that any and all uses of the marks by UWMO shall inure to the benefit of UWW.
4. The duration of this License shall coincide with the duration of UWMO's membership in UWW, subject to earlier termination as set forth in Paragraph 12 of this Agreement.
5. UWMO shall use the Licensed Marks only in connection with its charitable fundraising, resource allocation to social service organizations concerned with health, welfare, recreation and other human care services, community impact and public education activities ("the Licensed Services") and not for any other services, products or purposes not expressly provided for herein. Activities undertaken by UWMO in the course of providing the Licensed Services must be compatible with and complement the United Way mission and values and may not damage the reputation or interests of the United Way system, the CMMs, or the Licensed Marks, subject to the discretion of UWW.

6. UWMO may use the CMMs to indicate membership in UWW in advertising and promotional materials.
7. The Marks shall be used according to the policies, quality and graphics standards set forth in the United Way Brand Standards & Guidelines that form a part of the UWW annual membership package, and are available at United Way Online <https://online.unitedway.org/groups/marketing-brand-strategy/brand-standards-guidelines>. This License and the Brand Standards & Guidelines are subject to revision from time to time. UWW shall have the right to reasonably verify UWMO compliance with the terms of this License.
8. UWMO shall use the trade name "United Way" as part of its business name on the same terms and conditions in accordance with the Brand Standards & Guidelines. Any changes to the business name must be preapproved by UWW.
9. UWMO shall use a geographic identifier, such as United Way Anytown, in any materials distributed to the public, including but not limited to advertising, promotional, and fund solicitation materials outside of a workplace campaign, whether print or electronic media or television or radio (Promotional Media), where Promotional Media is likely to extend beyond the borders of UWMO Solicitation/Service Area. In cases where UWMOs collaborate in the same media market to share radio or television advertising, the geographic modifier of the participants or a UWW approved regional geographic modifier must be used.
10. This License is personal to UWMO and shall not be assignable, directly or indirectly, without the written consent of UWW.
11. UWMO may grant sublicenses to use the Masterbrand only, to qualifying United Way agencies, including funded agencies within UWMO's Solicitation/Service Area, for the limited purpose of identification as a United Way funded agency under the terms and conditions applicable to sublicenses granted by UWMO included in the Brand Standards & Guidelines.
12. This License will remain in effect for the duration of your UWMO membership in UWW or until your UWMO:
 - A) Elects not to renew membership; or
 - B) Gives sixty (60) days' notice of termination to UWW; or
 - C) Has its membership canceled or revoked; or
 - D) Is terminated under the terms of this Paragraph; or
 - E) Fails to cure a breach of this License within sixty (60) days following the receipt of a written demand by UWW to cure the breach; or
 - F) In the event of termination of UWMO's existence as a legal entity or its public announcement of intent to discontinue such existence, whichever occurs first.
13. Upon termination of this License, UWMO shall discontinue immediately all use of the Marks and shall further dispose of, by delivery to UWW or by destruction, at its option and free of any charge to UWW, all Promotional Media and all other material bearing any of the Marks within UWMO's control.
14. Guidelines for use of the Marks on Licensed Products, with Services and in Cause-Related Marketing
 - A) LICENSED PRODUCTS
 - (i) UWW has licensed certain preferred vendors (Preferred Vendors), to produce a wide variety of products bearing the Marks, (Licensed Products) for use by UWMO's in their fundraising and other activities.

Such products include those bearing the Marks to show membership in UWW and campaign-related and promotional materials such as rings, certificates, pins, signs, and T-shirts. UWMO may use and distribute products bearing both the Masterbrand mark and localized marks through a Preferred Vendor. UWMO may also obtain localized Licensed Products from a Preferred Vendor for purposes of resale to members of the public or donor companies. The list of UWW Preferred Vendors can be found at United Way Online.

- (ii) Should any UWMO wish to obtain Licensed Products from vendors other than the posted UWW Preferred Vendors, such vendor (Alternative Vendor) must apply for and obtain a license from UWW prior to contracting to supply any such orders, and such orders are required to use the full name of UWMO whenever the Marks appear. Alternative Vendors, including those vendors that provide discounted or donated products, should be directed to contact the UWW Director of Licensing.
- (iii) UWMO may continue to directly sublicense local vendors (Local Vendors) for the provision of the following items for direct use by UWMO, not to include resale:
 - (a) Office stationery (letterhead), envelopes, business cards, pledge cards.
 - (b) Promotional brochures and posters describing UWMO's activities that include only the Licensed Marks and do not include other UWW trademarks not covered by this License as set forth on Exhibit A.
 - (c) Multimedia materials (such as campaign videos and website design) for UWMO's use.

B) SERVICES

The rules set forth in Paragraph 14 A pertaining to Alternative Vendors apply equally to contracting with vendors to provide services identified by the Marks on behalf of UWMO such as training products. Any vendor selected by a UWMO to provide services under the Marks must apply to UWW to obtain a license prior to any use of the Marks in connection with the provision of such services.

C) CAUSE-RELATED MARKETING

Cause-related marketing (Cause Marketing) is defined as a program in which a company promotes a product or service with a promise or representation of a benefit to United Way. Examples include consumer directed programs in which a company promises to direct a portion of sales proceeds to United Way or when the purchase of a product or service triggers a United Way donation.

UWMO may use the Marks in a Cause Marketing program (Program) with a partner company (Partner Company) within UWMO Solicitation/Service Area in accordance with the following terms:

- (i) The products or services offered by the Partner Company through the Program must be compatible with and complement the United Way mission and values.
- (ii) UWMO does not expressly endorse Partner Company products or services.
- (iii) Programs with Partner Companies that engage in the following are excluded:
 - (a) production of beer, wine, or spirits,
 - (b) manufacture or sale of firearms,
 - (c) production of tobacco products,
 - (d) production or distribution of adult entertainment,
 - (e) gaming or gambling activities, and
 - (f) production of cannabis/marijuana products.

- (iv) The Partner Company must have a high degree of integrity, a strong corporate reputation and warrant that it will maintain a high level of quality of the products or services offered as part of the Program and to be identified by the Marks.
- (v) UWMO and the Partner Company must enter into a written sublicense agreement that
 - (a) Clearly states the promotional or financial benefit of the Program to UWMO and requires preapproval by UWMO of all marketing and communications materials related to the Program.
 - (b) Requires the Program to use the full name of UWMO whenever the Marks appear.
 - (c) Requires all Program materials to clearly state the mission-related charitable activities that proceeds will be used to support in the applicable community.
 - (d) The Program must disclose to donors the amount/percentage of purchase or funds to be donated to UWMO.

Programs extending beyond UWMO Solicitation/Service Area must be pre-approved by UWW.

15. Guidelines for use of the Marks by UWMOs in Raffles, Contest Prizes, Auctions

The Marks may be used only for those raffles, prizes or auctions in which:

- (i) The product or service offered is compatible with and complements the United Way mission and values.
- (ii) The UWMO does not expressly endorse the products or services
- (iii) The following products or services are not awarded:
 - (a) beer, wine or spirits,
 - (b) firearms,
 - (c) tobacco products,
 - (d) adult entertainment,
 - (e) gaming or gambling, and
 - (f) production of cannabis/marijuana products.

Exceptions to these prohibitions may be granted on a limited basis at UWW's discretion by application to the Membership Accountability Committee for:

- (i) certain unusual circumstances, or
- (ii) certain beer, wine and spirits (liquor) events sponsored by community donors where the community donor contributes the items to be raffled, awarded, or auctioned free of charge and where such events have been held on an annual basis since prior to January 1, 2017.

16. UWMO organization may conduct the following with Partner companies that engage in those activities listed in Paragraph 14 C (iii): employee workplace giving campaigns, and corporate or foundation gifts.

UWMO organization may conduct the following with Partner companies that engage in those activities listed in Paragraph 14 C (iii), items (a) through (e) only: sponsorships by entities that are supporters of United Way in your community and such event does not direct a portion of product sales to United Way.

17. Internet Use

The Marks may be used for Internet fundraising or marketing in accordance with the following policies:

- A) Any use of Marks shall conform to UWW graphic standards as set forth in the Brand Standards & Guidelines.
- B) UWMO shall clearly display its local geographic identifier whenever the Marks are used on the Internet.
- C) UWMO may not use any of the Marks, individually or collectively, repeatedly (even if used in the correct format) as a meta-tag, or use any other device or technique that would cause the site to be picked up in preference to another site by a search engine searching the Internet for the name "United Way."
- D) UWMO may permit other organizations to link to its site only by using links that include UWMO's local geographic identifier.
- E) Use of the Marks by online fundraising service providers must be in compliance with Paragraph 14 C of this License.
- F) Each UWMO shall maintain any domain name registrations it holds that includes the Marks. In the event a domain name is no longer in use, the registration shall either be maintained or shall be transferred to another local United Way or to UWW. Fees expended by UWW to recover lapsed registrations from unauthorized third parties will be added to the dues payment of the UWMO that permitted the registration to lapse.
- G) UWMO shall include a geographic identifier in domain names and social media handles.

EXHIBIT A

The Marks:



LIVE UNITED[®]

GIVE. ADVOCATE. VOLUNTEER.

UNITED WE FIGHT. UNITED WE WIN. LIVE UNITED.

UNITED WE FIGHT. UNITED WE WIN.

UNITED WE FIGHT. LIVE UNITED.

MASTERBRAND

The approved United Way logo library is available at United Way Online <http://online.unitedway.org/brandmarks> and on Studio to Go: <http://online.unitedway.org/brand>.

Materials or products bearing the following UWW trademarks must be obtained through UWW's Preferred Vendor:

Born Learning

LIVE UNITED Read. Learn. Succeed.

2-1-1[®]