



## *Linking License Agreement*

THIS LINKING LICENSE AGREEMENT (hereinafter 'Agreement'), made and entered into as of the date accepted by both parties, by and between CIGNA INTELLECTUAL PROPERTY, INC. (hereinafter "Licensor"), with offices located at 590 Naamans Road, Claymont, DE 19703 and the Licensee named in the Signature Block at the end of this Agreement (the "Licensee").

Licensor is the owner of the website located at [www.cigna.com](http://www.cigna.com) and the service marks "CIGNA", which is registered with the United States Patent and Trademark Office as Registration No. 1,270,224, dated March 13, 1984, "CIGNA & Tree Device," which is registered with the United States Patent and Trademark Office as Registration No. 1,926,164, dated October 10, 1995, and "CIGNAaccess," which is registered with the United States Patent and Trademark Office as Registration No. 2,802,049, dated January 5, 2004 (the "Marks").

Licensee desires to use the Marks in connection with Licensee's intranet/Internet website, (the "Linking Site") and also to create a hyperlink from Licensee's linking site to Licensor's website.

Both parties, in consideration of the premises and promises contained herein and other good and valuable consideration which the parties agree is sufficient, and each intending to be legally bound agree as follows:

- 1. License Grant.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive right to hyperlink from Licensee's linking site to Licensor's home page or other page designated by Licensor on the World Wide Web. Licensor grants Licensee the non-exclusive right to use the Marks for the purpose of establishing this hyperlink and for no other purpose.
- 2. Licensee's Obligations.** Licensee acknowledges Licensor's exclusive right, title, and interest in and to the Marks and will not, at any time, do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such rights, titles, and interests.
- 3. Licensee's Representations.** Licensee represents that its website does not contain or have links to sites containing pornography or recreational drug-related paraphernalia, and that Licensee's website and use of the Marks will not be illegal under U.S. or other laws. Licensee also represents that it will not disparage or make negative references to Licensor on Licensee's website. Licensee will notify Licensor immediately if its representations change.
- 4. Personal Information.** Licensee agrees that if it obtains personally identifiable information of end users of the link, it will obtain such information in accordance with all applicable laws and regulations.
- 5. Inspection.** Licensor, or an authorized representative, has the right, at all reasonable times, to inspect Licensee's website in order that Licensor may satisfy itself that Licensee's website contains material consistent with Licensor's standards. If Licensee's website is not accessible to Licensor, Licensee shall provide to Licensor printouts or screen shots of the Licensee's website pages in order that Licensor may satisfy itself that Licensee's website contains material consistent with Licensor's standards. Licensee shall use the Marks exactly in the form provided and in conformance with any trademark usage policies furnished by Licensor. Licensee shall not form any combination marks with the Marks. Licensee shall not take any action inconsistent with the Licensor's ownership of the Marks, and any goodwill accruing from use of such Marks shall automatically vest in Licensor. Licensee may not alter the Marks or any elements thereof in any manner including size, color, spacing, font or appearance.
- 6. Termination.** Either party has the right to terminate this Agreement upon written notice at any time. Licensee agrees, upon such notice from Licensor, to immediately delete its hyperlink to Licensor's website and to immediately discontinue any use of the Marks.



7. **Indemnification.** Licensee shall indemnify, defend and hold harmless Licensor from and against all liability, demands, claims, suits, losses, damages, infringement of proprietary rights, causes of action, fines, or judgments (including costs, attorneys' and witnesses' fees, and expenses incident thereto), arising out of Licensee's non-compliant use of the Marks at the linking site.

8. **Limitation of Liability.** LICENSOR WILL NOT BE LIABLE TO LICENSEE FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (OR ANY LOSS OF REVENUE, PROFITS, OR DATA) ARISING IN CONNECTION WITH THIS AGREEMENT EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSEE'S RIGHT TO DIRECT DAMAGES FOR ANY CLAIM ARISING HEREUNDER IS LIMITED TO ONE THOUSAND DOLLARS (\$1,000.00).

9. **Miscellaneous.** This Agreement shall be governed by the laws of the State of Delaware, without regard to the conflict of laws provision thereof.

Licensor retains the right to use the Marks in the manner or style it has done so prior to this Agreement and in any other lawful manner.

This Agreement and any rights hereunder are not assignable by Licensee, and any attempt at assignment by Licensee shall be null and void. The parties hereby submit to the jurisdiction of the federal and state courts located in the County of New Castle, State of Delaware, and any action or suit under this Agreement shall only be brought by the parties in any federal or state court with appropriate jurisdiction over the subject matter established or settled in the County of New Castle, State of Delaware. The parties shall not raise in connection herewith, and hereby waive trial by jury and/or other defenses based upon the venue, the inconvenience of forum, the lack of personal jurisdiction, the sufficiency of service of process or the like in any action or suit brought pursuant to this Agreement.

Licensor reserves the right in its sole discretion to amend this Agreement by providing you with prior notice thereof. If you do not wish to be bound by any such amendments, you may terminate this agreement by providing written notice of termination to Licensor.

If either party employs attorneys to enforce any rights, arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and other expenses. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements and understandings made and entered into by the parties regarding the subject matter hereof.

**LICENSEE:**

Insert Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name of Officer: \_\_\_\_\_

Title: \_\_\_\_\_

(rev. 10/2004)

*Fax this form and the Linking License Application to the Linking License Administrator at 215.761.5715. You'll receive an email response within 10 business days. If your request is accepted, we'll attach an approved CIGNA Logo/Service Mark to use to link your web site to ours.*