



## WEBSITE LINK AGREEMENT

No Group has permission to link to The Burwin Institute of Diagnostic Medical Ultrasound (Burwin) website until the Burwin Link Agreement Contract has been signed by The Burwin Institute of Diagnostic Medical Ultrasound (Burwin) and returned to the Linking Group.

### 1. License

Burwin grants to the named Linking Group a non-exclusive, non-transferable license to provide a link from the website operated by the Linking Group ("Linking Website") to the website at [www.burwin.com](http://www.burwin.com) ("Burwin website") on the World Wide Web.

Such Website Link shall consist solely of the name "The Burwin Institute of Diagnostic Medical Ultrasound", or "The Burwin Institute".

Nothing in this Agreement shall grant to the Linking Group any rights in Burwin, its designations, the Burwin Logo, the Burwin website, or any other intellectual property of Burwin or any of its affiliates and subsidiaries, other than as expressly set forth herein.

### 2. Terms

The Linking Group agrees as follows:

Linking Group shall link only to the Home Page of Burwin's website and not to any other Burwin page, site, or subsite.

The Link shall be only in plain text that may be highlighted and/or underlined, and the Linking Site shall not contain any "framing" or other alterations or additions to the Burwin website.

Burwin may be used only on web pages that make accurate and non-disparaging references to Burwin or its products or services.

The Linking Group may not display Burwin in any manner that implies association, sponsorship, endorsement, or license by Burwin.

Burwin may change or discontinue any or all segments of its website without notice.

Burwin is not responsible for the content available on any websites linked to Burwin's website, and access to any such website is at the user's own risk.

The content and operation of the Linking Group's website will comply at all times with all applicable federal, state, or local law, rule, or regulation, will not violate or infringe the copyright, trademark, trade name, patent, intellectual, publicity, or privacy rights of any entity, and will not contain any defamatory material.



The Linking Group shall immediately notify Burwin as provided in this agreement if any of the information provided above changes.

The Linking Group does not have the right and agrees not to make commercial or other use of, reproduce, publish, share, sell, or otherwise distribute: (i) any content or compilation from the Burwin site; (ii) any data collected with respect to users of the Linking Group's website that relate to their clicking on a Link to Burwin's website; or (iii) any information deemed proprietary by Burwin.

### 3. Term and Termination

The term of this Agreement shall begin on the date mentioned above and shall continue until terminated as provided herein.

Either party may terminate this Agreement in its sole discretion at any time upon written notice to the other party.

This Agreement shall terminate automatically if, at any time, the Linking Group is in violation of this Agreement.

Burwin has the sole right to own and/or control the content displayed on its website.

Whether or not Burwin terminates this Agreement as provided herein, Burwin reserves the right to take action against any use that does not conform to this Agreement, infringes any intellectual property or other right of Burwin, or violates applicable law.

In any action to enforce this Agreement or any provision thereof, Burwin shall as of right be awarded reasonable attorney's fees.

Immediately upon the termination of this Agreement, the Linking Group shall disconnect all links to the Burwin website.

If the Linking Group refuses to cease linking the Burwin site after notice of termination of this Agreement, the Linking Group agrees that such refusal shall result in immediate and irreparable injury to Burwin for which there is no adequate remedy at law.

In such case, Burwin shall as of right be entitled to specific performance and/or injunctive relief and reasonable attorney's fees, in addition to other remedies which a court may determine.



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#### 4. Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements.

The Linking Group may not assign this Agreement in whole or in part without the prior written consent of Burwin.

This Agreement shall not be interpreted to create any association, partnership, joint venture, or agency.

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This Agreement is by and between The Burwin Institute of Diagnostic Medical Ultrasound (Burwin) and,

\_\_\_\_\_, which agree to a website link ("Linking Site Owner" or "Linking Group"):

as outlined in the Burwin Website Link Agreement.

AGREED BY:

THE LINKING GROUP: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

AND

THE BURWIN INSTITUTE OF DIAGNOSTIC MEDICAL ULTRASOUND  
UNIT 4  
1031 AUTUMNWOOD DRIVE  
WINNIPEG, MANITOBA  
R2J 1C6

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_