

ASSOCIATION PARTNER AGREEMENT

This Agreement is entered into on 3 April 2023 (the Effective Date), by and between the Association of the United States Army ("AUSA"), with its principal place of business located at 2425 Wilson Blvd., Arlington, VA 22201 and Military Order of the World Wars (MOWW), Inc. ("ASSOCIATION") with its principal place of business at 435 North Lee St. Alexandria, VA 22314.

Recitals

WHEREAS AUSA is a nonprofit educational and professional development association serving America's Army and supporters of a strong national defense. AUSA seeks to join with like-minded organizations to broaden its membership, strengthen its message, and share the benefits of AUSA membership; and

WHEREAS ASSOCIATION desires to join AUSA as an Association Partner, and to provide its members with access to the benefits of AUSA membership, including networking, education and professional development, advocacy, affinity programs and more.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, it is agreed as follows:

1. **Membership Status.** As of the effective date above, ASSOCIATION shall be designated an AUSA "Association Partner."
2. **Website Listings.** Throughout the term of this Agreement, AUSA shall list ASSOCIATION's name and logo on the Association Partner page of AUSA's website. AUSA shall also include a brief description of ASSOCIATION as part of such listing, and a link to ASSOCIATION's website. ASSOCIATION shall have the right to approve this listing. Following this approval, no changes may be made without ASSOCIATION's advance consent.

3. ASSOCIATION will post and maintain a listing of AUSA on ASSOCIATION's website, using a description of AUSA furnished by AUSA, the AUSA logo, and a link to AUSA's website. AUSA shall have the right to approve this listing. Following this approval, no changes may be made without AUSA's advance consent.
4. **Introduction & Opt-Out Opportunity.** Promptly after the Effective Date, ASSOCIATION will announce this Association Partner relationship with AUSA to its members by email and/or other manner of membership communication utilized by ASSOCIATION. This announcement will include a brief introduction to AUSA and a description of AUSA membership benefits to be extended to ASSOCIATION's members, using a template message provided by AUSA, or another description approved by AUSA. ASSOCIATION shall provide a similar announcement to its new members who join during the term of this Agreement. The membership communication introducing AUSA will also offer ASSOCIATION members the opportunity to opt-out of an AUSA membership.
5. **Data Transfer.** Within a reasonable time, ASSOCIATION will provide AUSA the contact information for its members (excluding opt-outs) to include the following (as available): Prefix, Full Name, Suffix, Mailing Address, E-Mail Address, Telephone Number, Connection to the Military (active, retired, etc.) (the "Contact Information"). This Contact Information will be provided in a format acceptable to AUSA, usually an Excel file, but as agreed. The Contact Information will be updated quarterly by ASSOCIATION to add new and renewing ASSOCIATION members.

Prior to transferring the contact information to AUSA, ASSOCIATION will be solely responsible for securing any consents or permissions required by law in order to effect such transfer. Once the information has been transferred, AUSA will assume responsibility for securing consents required by law for its use of such information.

6. **AUSA Membership.** AUSA shall provide each ASSOCIATION member for whom Contact Information is provided, an AUSA digital Individual Membership during the term of this Agreement, which will include:

- a. Digital versions of AUSA's Army Magazine and newsletters.
- b. Affiliation with a local AUSA chapter, where applicable.
- c. Access to all the Member Benefits available to other AUSA Individual Members.

All AUSA Individual Membership benefits are subject to change without notice.

Upon an ASSOCIATION Member becoming an AUSA Member, such Member shall be subject to all rules applicable to all AUSA Individual Members, including but not limited to AUSA's Bylaws. AUSA reserves the right to respond to any violations of its rules by modifying or revoking an Individual Member's membership and/or membership benefits, as AUSA deems appropriate in its sole discretion.

7. **Non-Renewals.** Upon the termination of this Agreement, or earlier termination of an Association Partner's membership with AUSA, each ASSOCIATION member will continue their AUSA membership until the end date of a standard AUSA five-year Individual Membership, unless AUSA is notified by the member of their preference to cancel.

8. **License.** Each party grants to the other a non-exclusive license to use each other's name, logo and any trade name or mark (collectively, "Intellectual Property") for purposes consistent with the purpose of this Agreement, including but not limited to as part of each party's partner listing on the other party's website, in emails to ASSOCIATION's members pertaining to the benefits granted under this Agreement, and in other documents relating to the Association Partner Program. This license shall terminate upon the earlier of: (i) receipt of written notice of termination from the party owning such Intellectual Property; or (ii) termination of this Agreement.

Each party shall have the right to request that the other party modify or terminate a particular use of such party's Intellectual Property, should a party determine that the use is inappropriate, objectionable, or portrays the party in a false or derogatory light. The party receiving such a request shall promptly modify or stop the relevant use, or modify such use (as appropriate), until the issue is corrected to the requesting party's reasonable satisfaction.

9. **Cost.** There is no charge to either party for participating in the Association Partner Program. Each party shall pay its own costs and expenses incurred with respect to its performance hereunder.
10. **Notices.** Any notice to AUSA under this Agreement shall be directed to the attention of Susan Rubel, Director, Association and Affinity Partnerships, at srubel@ausa.org. Any notice to ASSOCIATION under this Agreement shall be directed to Michael Farrell, Chief of Staff, MOWW Inc. at chiefstaff@moww.org.
11. **Nature of Relationship.** The parties are and shall remain independent contractors and nothing contained herein shall be construed to create the relationship of principal and agent between the parties to this Agreement. The term "Partner" is not intended to create a legal partnership between AUSA and ASSOCIATION. Neither party is making an endorsement of the other.
12. **Confidentiality.** The parties acknowledge that either party may disclose to the other confidential and/or proprietary and non-public information which such party should reasonably know to be confidential or proprietary ("Confidential Information"). Each party agrees that it shall not use or disclose any Confidential Information belonging to the other party and shall take reasonable security precautions to protect the Confidential Information. It is understood that each party owns its membership records and names, addresses, and other contact information, and that such information may only be used for the specific purpose of providing the services outlined in this agreement. Notwithstanding the foregoing, once AUSA enrolls an ASSOCIATION member as an AUSA Member, AUSA may treat

Confidential Information pertaining to such Member the same as other AUSA Members.

13. **Disclaimers.** AUSA makes no express or implied warranties or representations with respect to the Association Partner program, or any products, services, or benefits offered through such program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, AUSA makes no representation that the operation of AUSA's website will be uninterrupted or error-free, and AUSA will not be liable for the consequences of any interruptions or errors.
14. **Term and Termination.** This Agreement shall continue until either party chooses to terminate. The agreement can be terminated without cause with sixty days' advance notice.
15. **Limitation of Liability.** Neither party shall be liable to the other party, or any third party, for any indirect, special, incidental, exemplary, punitive, or consequential loss or damage of any kind, including without limitation, lost profits in connection with this Agreement, even if it was advised of or could have foreseen the possibility of such damages. Notwithstanding any other provision of this Agreement, a party's aggregate liability arising with respect to this Agreement and AUSA's membership program shall not exceed \$100.00 USD.
16. **Force Majeure.** Either party's delay in, or failure of, performance under this Agreement shall be excused to the extent that such delay or failure is caused by an act of God, natural disaster, electrical, computer or mechanical failure, strike, work stoppage, terrorism, disease, war, or any other cause beyond such party's reasonable control. In the event of such a delay or inability to perform, or termination pursuant to this provision, neither party shall have any liability to the other.

17. **Governing Law; Venue.** This agreement shall be governed by and construed in accordance with the laws of the State of Virginia, without regard to conflict of law provisions. Any legal action brought hereunder shall be brought exclusively in the state courts located in Arlington, Virginia, or the federal courts located in Alexandria, Virginia.

18. **Assigns.** Neither of the parties shall have the right to assign its interests or duties in this Agreement without the prior written consent of the other party.

19. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties. It supersedes all prior discussions and agreements between the parties and shall not be altered or amended except in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement.

ASSOCIATION OF THE UNITED STATES ARMY

By: John F. Haley

Printed Name: John F. Haley

Title: Vice President, Membership & Meetings

Date: 4/4/2023

<ASSOCIATION>

By: M. Farrell

Printed Name: Michael Farrell

Title: Chief of Staff, MOWW Inc.

Date: 3 April 2023