

## LICENSE AGREEMENT

This License Agreement (“**Agreement**”) by and between Services & Advocacy for Gay, Lesbian, Bisexual & Transgender Elders, a not-for-profit organization (“**SAGE**”), and \_\_\_\_\_ (the “**Licensee**”) (each a “**Party**,” and collectively, the “**Parties**”), is entered into as of the day on which the latter of Parties’ signatures have been executed (the “**Effective Date**”).

### RECITALS

- A. WHEREAS, SAGE is a nonprofit corporation formed as provided by its Bylaws, for the purpose of providing supportive services and consumer resources for LGBT older adults and their caregivers, including training for providers working for, or on behalf of, seniors and LGBT organizations;
- B. WHEREAS, SAGE has developed trademarks as set forth in Exhibit A and is willing to license such marks to licensees that have completed SAGE’s Training (defined below);
- C. WHEREAS, Licensee has completed Training, and SAGE wishes to enter into a license agreement to allow Licensee certain limited rights to use the Mark (defined below), subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

#### **Definitions.**

“**Approved Locations**” means the Licensee’s packaging and marketing materials, the Licensee’s website, and any other locations expressly agreed to by SAGE and Licensee in Exhibit D.

“**Confidential Information**” means various trade secrets and confidential information of the parties, including without limitation, marketing plans, technical information, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, and processes.

“**Mark**” means one or more of SAGE’s trademarks, as set forth more specifically in Exhibit A.

“**Training**” means one or more of SAGE’s fee-for-service training programs, which provide cultural competency training of varying lengths from 1 hour to 8 hours on subject matters related to lesbian, gay, bisexual and transgender people.

#### **1. Mark License.**

1.1 **License Grant.** Subject to and conditioned upon Licensee’s compliance with this Agreement, SAGE grants to Licensee, and Licensee accepts, a limited, worldwide, non-exclusive, non-transferable, non-sublicensable, non-assignable, royalty-free, revocable license to display the Mark in Approved Locations. No other right, title, or license is granted hereunder.

1.2 **No Challenge of Ownership Interests.** Licensee acknowledges SAGE's exclusive rights to the Mark and all goodwill associated therewith, and acknowledges that any and all use of the Mark inures to the sole benefit of SAGE. Licensee shall not challenge SAGE's exclusive ownership rights in and to the Mark, nor take action inconsistent with SAGE's rights in such Mark. Licensee shall not adopt, use, apply to register and/or register as its own trademark(s) any word(s) or design(s) confusingly similar to or that dilute(s) the Mark, or other SAGE trademarks, service marks, or certification marks for any product and/or service. If at any time Licensee acquires any rights in, or registration(s) or application(s) for the Mark or other SAGE marks by operation of law or otherwise, Licensee hereby immediately and at no expense to SAGE assigns such rights, registrations, and/or applications to SAGE, along with any and all associated goodwill.

## 2. **Proper Usage of the Mark.**

2.1 **Usage Manual.** Licensee's use of the Mark shall be in strict accordance with the Mark Usage Manual (the "Usage Guidelines"), which is attached as Exhibit B, and may be updated from time to time by SAGE in its sole discretion. SAGE will notify Licensee of any updates to the Usage Guidelines and Licensee shall comply with the updated Usage Guidelines within 60 days of receiving notice of such updates.

2.2 **Positive Usage.** Licensee shall display the Mark only in a positive manner. Licensee will not use the Mark or any other SAGE trademarks in any way that disparages SAGE, its products or services, or in any manner which would diminish or otherwise damage SAGE's goodwill, including, but not limited to, uses which could be deemed to be obscene, pornographic, excessively violent, or otherwise in poor taste or unlawful, or which purpose is to encourage unlawful activities.

2.3 **Attribution.** Licensee shall attribute to SAGE ownership of the Mark as set forth in the Usage Guidelines.

2.4 **No Alteration or Modification.** Licensee may not alter or modify the Mark or any other trademark owned by SAGE or allow others to do so, except that Licensee may proportionally resize the Mark in accordance with the Usage Guidelines. The license rights granted herein are applicable only to the Mark depicted in Exhibit A; use of any artwork or graphic files from any other source is prohibited.

2.5 **Prohibition of Use by Any Other Division or Affiliate.** If Licensee executes this Agreement on behalf of a parent entity, subsidiary, affiliate, division, branch, chapter or other related organization ("Designated Related Entity"), Licensee shall not display or otherwise use or allow to be displayed or used the Mark in association with any other parent entity, subsidiary, affiliate, division, branch, chapter or other related organization which is not the Designated Related Entity on whose behalf it does not execute this Agreement.

## 3. **Right to Review and Inspect and Compliance with Laws.**

### 3.1 **Review and Inspection.**

3.1.1 **SAGE's Right to Engage in Quality Control of Services.** Licensee shall use the Mark only to describe services offered in accordance with the standards of quality in use, advertising and promotion set forth in the control specifications which are annexed to this Agreement as Exhibit C. SAGE shall have the right at any time to conduct during regular business hours an examination of services offered by the Licensee to determine compliance of such services with the control specifications. If at any time such services fail to conform with the standards of quality in use, advertising and promotion set forth in the control specifications, SAGE or its authorized representative shall so notify Licensee. Upon such notification, Licensee shall promptly cease to use the Mark to describe such services until the standards of quality contained in the control specifications have been met to the satisfaction of SAGE.

3.1.2 **SAGE's Right to Inspect and Review Promotional Materials.** To ensure compliance with Licensee's obligations hereunder, SAGE has the right to review and inspect Licensee's website and promotional material to ensure compliance with the terms of this Agreement, in SAGE's sole discretion. Licensee shall cooperate fully in providing SAGE access to or assisting SAGE in gaining access to Licensee's website and relevant documents, including but not limited to advertising and promotional materials. If following review and inspection, SAGE determines that Licensee's website and/or promotional materials violate the terms of this Agreement, SAGE shall promptly notify Licensee in writing of the violation. Licensee may respond to SAGE's finding in writing within five (5) business days following receipt of the notice. SAGE shall notify Licensee in writing of its final determination regarding a violation within five (5) business days following receipt of Licensee's response.

3.1.3 **Cessation.** Should SAGE maintain its determination that Licensee's website and/or promotional materials violate this Agreement pursuant to Section 3.1.2, Licensee shall cease all use of the offending website design or promotional materials within one (1) month following Licensee's receipt of SAGE's final determination under Section. 3.1.2.

3.1.4 **Failure to Comply With Timelines.** Licensee's failure to comply with the timelines set forth in this Section 3.1 shall result in the termination of Licensee's rights under this Agreement; provided however, Licensee may request in writing that SAGE extend any timeline for good cause shown.

3.2 **Compliance with Laws.** Licensee shall comply with all applicable laws and regulations in its advertising, promotion, display and use of the Mark.

## 4. **Confidentiality.**

4.1 **Use Restrictions and Non-Disclosure Obligations.** During the term of this Agreement, SAGE and Licensee may have access to and become acquainted with Confidential Information of each other. Except as otherwise provided for herein, neither party shall: (i) use the other party's Confidential Information for any purpose without the prior written authorization of the other party; or (ii) disclose the other party's Confidential Information to any other person or entity without the prior written authorization of the other party.

4.2 **Exceptions.** The following use or disclosure of Confidential Information shall not be a violation of Section 4.1: (i) information that is generally known when received or hereafter becomes lawfully obtainable from other sources; or (ii) information disclosed in accordance with a judicial or other governmental order, or as may otherwise be required by law.

4.3 **Return of Materials.** Upon either party's request, or upon the termination of this Agreement, all materials containing Confidential Information shall be returned to the disclosing party. The obligations concerning Confidential Information set forth herein shall survive the termination of this Agreement.

## 5. **Protection of Interest.**

5.1 **Notification of Unauthorized Use.** In the event Licensee (i) becomes aware of any unauthorized use of the Mark by a third party or a third-party licensee or (ii) has an objectively reasonable belief that the use of the Mark by a third-party licensee is noncomplying, Licensee shall promptly notify SAGE in writing, and shall provide reasonable cooperation, at SAGE's expense, in any enforcement of SAGE's rights against such third party or a third-party licensee. The right to enforce SAGE's rights in the Mark rests entirely with SAGE and shall be exercised in SAGE's sole discretion. Licensee shall not commence any action or claim to enforce SAGE's rights in the Mark.

5.2 **Violation of Agreement.** Except as otherwise provided for herein, should Licensee violate this Agreement, Licensee shall have thirty (30) calendar days to correct such violation upon notice from SAGE. Should Licensee fail to correct such violation within the thirty (30) days' notice, then this Agreement will immediately terminate upon notice from SAGE.

6. **Disclaimer by SAGE.** THE MARK IS PROVIDED "AS-IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF NONINFRINGEMENT OR OF THE VALIDITY OF SAGE'S RIGHTS IN THE MARK, IN ANY COUNTRY, AND SAGE DISCLAIMS ANY AND ALL WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY APPLICABLE LAW.

7. **Indemnification.** Licensee, at its own expense, shall defend, indemnify, protect and hold harmless SAGE, its subsidiaries, affiliates or permitted assignees, and its members, managers, shareholders, directors, officers, committee, sub-committee or task group members, employees, agents and representatives (collectively "Indemnified Persons") from, against and with respect to any claim, demand, cause of action, complaint, suit, proceeding, arbitration debt, or liability, judgment, award, loss or damage, including reasonable attorney's fees, asserted or alleged against, imposed upon or incurred by such Indemnified Persons, directly or indirectly, by reason of or resulting from or in connection with (a) any misuse, infringement or misappropriation of the Mark by Licensee, (b) any material breach of Licensee's obligations or duties under this Agreement and (c) any claim or negligent acts or omissions, or willful misconduct, by or of Licensee, and to pay monetary costs and damages finally awarded in any such cause of action. Licensee may, at its own expense, appear through legal counsel of its own choosing in connection with any proceeding commenced with respect to any such claims against SAGE.

WITHOUT LIMITING THE FOREGOING, YOU AGREE TO INDEMNIFY AND HOLD HARMLESS SAGE AND THEIR TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, AFFILIATES, AGENTS AND SUBCONTRACTORS (EACH AN “INDEMNIFIED PARTY”) FROM ALL LOSSES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES) ARISING OUT OF, OR RELATED TO, CLAIMS ASSERTED BY THIRD PARTIES THAT RELATE TO THE MANUFACTURE, MARKETING, PROVISION OR SALE OF YOUR SERVICES (INCLUDING YOUR USE OF ANY OF THE MARKS), OR THAT RELATE TO THE SERVICES, UNLESS CAUSED BY AN INDEMNIFIED PARTY’S SOLE GROSS NEGLIGENCE. IF AN INDEMNIFIED PARTY BECOMES SUBJECT TO A THIRD PARTY CLAIM, SUCH INDEMNIFIED PARTY MAY, WITH YOUR CONSENT WHICH SHALL NOT BE UNREASONABLY WITHHELD OR DELAYED, DEFEND ITSELF AT YOUR EXPENSE WITH COUNSEL OF ITS OWN CHOOSING.

8. **Insurance.** SAGE reserves the right to require Licensee to produce evidence that Licensee maintains satisfactory insurance coverage for the purpose of meeting any third party liability. Licensee’s failure to produce evidence of satisfactory insurance at SAGE’s request will serve as grounds for SAGE to terminate this Agreement.

9. **Term and Termination.**

9.1 **Term.** The term of this Agreement shall extend from the Effective Date until terminated.

9.2 **Termination.** The parties further agree that this Agreement may be terminated by either Party upon thirty (30) days’ prior written notice to the other Party. Licensee’s failure or inability to pay its debts and obligations in the normal course of business as well as any filing of a petition in bankruptcy or any similar filing for protection from creditors will be a material breach of this Agreement. Upon termination by Licensee, SAGE will be entitled to reimbursement in full for all direct costs and expenses it incurs in connection the termination.

9.3 **SAGE’s Right to Terminate.** Notwithstanding Sections 9.1 and 9.2 of this Agreement, SAGE reserves the right to terminate this Agreement if Licensee does not, before the end of the three-month period commencing on the date hereof, commence providing services incorporating SAGE’s Training. Such termination shall not constitute a material breach of this Agreement.

9.4 **Effect of Termination.** Upon expiration or termination of this Agreement, all rights and the license granted under this Agreement shall immediately and automatically terminate. Upon cancellation, expiration or termination of this Agreement (the “**Termination Date**”), Licensee shall immediately cease all use of the Mark.

10. **Additional Provisions.**

10.1 **Choice of Law and Jurisdiction.** The validity, construction and performance of this Agreement shall be governed by U.S. federal law and the laws of the State of New York, without reference to conflict of laws principles. The parties further acknowledge and agree that any non- contractual cause of action that either party may assert, including but not limited to

trademark infringement, trademark dilution, passing off, false designation of origin, unfair competition and other non-contractual causes of action, will be governed by U.S. federal law and the law of the State of New York. Any dispute arising out of this Agreement shall be brought in, and the parties consent to personal and exclusive jurisdiction of and venue in, the state and federal courts within New York, New York.

**10.2 Equitable Relief.** Licensee recognizes and acknowledges that the breach of any of its covenants, agreements, undertakings, terms or conditions hereunder may cause SAGE irreparable damage, which cannot be readily remedied by monetary damages in an action at law, and may, in addition thereto, constitute a violation of SAGE's intellectual property rights and rights under the laws of unfair competition. In the event of any default or breach by Licensee, including any action by Licensee that could cause some loss or dilution of SAGE's goodwill, reputation, or rights in the Mark, SAGE shall be entitled to an immediate injunction in addition to any other remedies available, to stop or prevent such irreparable harm, loss, or dilution.

**10.3 Representation as to Authority.** The parties to this Agreement represent and warrant that they have the sole right and exclusive authority to execute this Agreement and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any interest, right, claim or demand, or portion thereof, relating to any matter in this Agreement. Licensee represents and warrants that to the extent it executes this Agreement on behalf of a parent entity, subsidiary, affiliate, division, branch, chapter or other related organization, it has the right and authority to so execute this Agreement.

**10.4 Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not affect the validity of the remaining provisions; provided that, if SAGE determines in its discretion that the court's determination causes this Agreement to fail in any of its essential purposes, it may immediately terminate the Agreement.

**10.5 No Waiver.** The failure of any party to enforce at any time one or more of the provisions of this Agreement shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of any party to enforce each and every such provision thereafter.

**10.6 Relationship of the Parties.** No agency, partnership, joint venture, franchise, or employment is created between the parties as a result of this Agreement. Neither party is authorized to create any obligation, express or implied, on behalf of the other party.

**10.7 No Endorsement.** Licensee shall make no claims or indications that SAGE endorses its products or services.

**10.8 Notices.** All notices, consents, requests and demands to or upon the respective parties hereto must be in writing (including e-mail) and may be delivered to the parties hereto at the below addresses ("**Notice**"). Such Notice will be effective upon receipt.

In the case of Licensee:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

In the case of SAGE:

Name: Hilary Meyer  
Chief Enterprise & Innovation Officer  
Address: 305 Seventh Avenue  
Email: New York, New York 10001  
Phone: [hmeyer@sageusa.org](mailto:hmeyer@sageusa.org)

**10.9 Entire Agreement.** This Agreement and any Attachments thereto constitute the entire agreement between the parties concerning the subject matter hereof and supersedes all proposals, oral or written, all negotiations, conversations, and/or discussions between the parties relating to the License.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement.

**SAGE**

**LICENSEE**

\_\_\_\_\_

\_\_\_\_\_

By:

By:

Title:

Title:

Date:

Date:



**EXHIBIT A**



## EXHIBIT B

Dear Certificant,

This Mark Usage Manual for the SAGECare marks has been developed to assist you in featuring the marks in print, multimedia and online communications including business cards, letterhead, advertising, presentation materials, personal promotional literature, signage and Web sites. The SAGECare marks may only be used as described in this Guide.

The proper usage of the SAGECare marks can be an important part of your communications to clients. When properly used, the marks represent a commitment to excellence in the support and care for LGBT seniors.

The SAGECare marks are not the equivalent of an educational degree, a professional designation, or a title. Instead, the marks represent that you have met the standards required by SAGE, including completing training requirements. You are therefore entitled to use the SAGECare marks in conjunction with your name to demonstrate this accomplishment, so long as you abide by the rules outlined in this Guide.

These rules are important to maintaining the value of the SAGECare marks. You worked hard to achieve the right to use the marks, we expect you will want to protect their integrity. If the SAGECare marks were used improperly and if SAGE did not take reasonable action to correct the misuse, the marks could lose their value. This would be detrimental to the public who perceive the SAGECare marks as indicating that the persons displaying them have met certain standards. SAGE is committed to stopping misuse and unauthorized use of the SAGECare marks to ensure the day never arrives where anyone could use them without having first met the requirements for doing so.

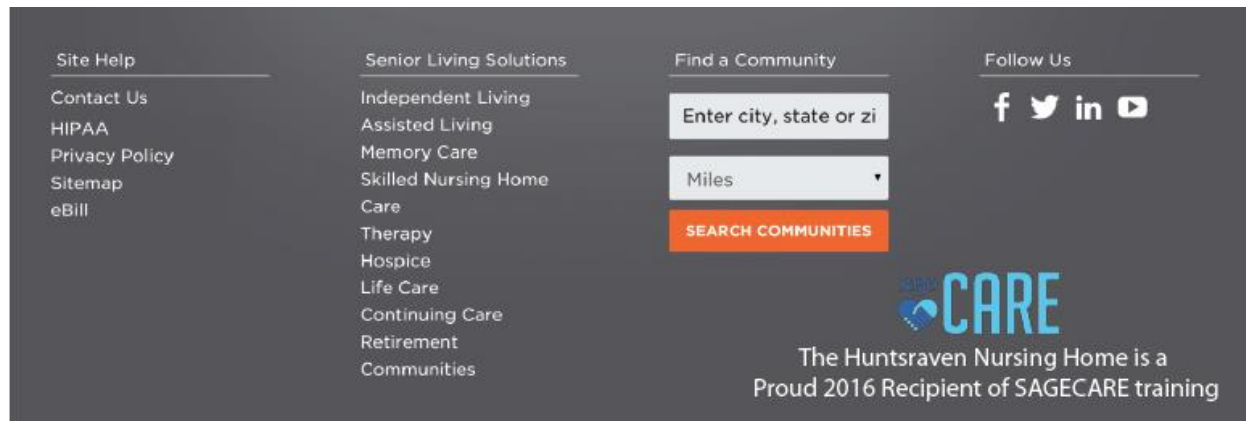
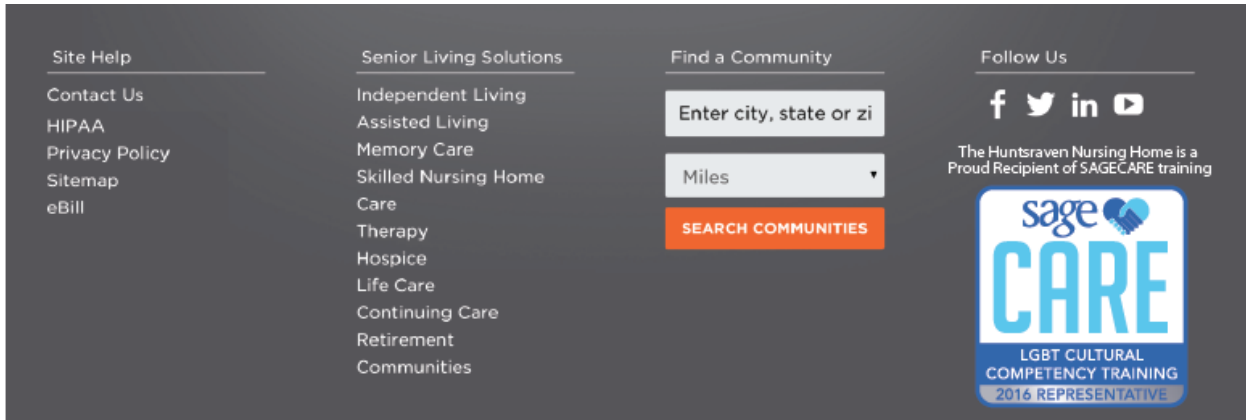
Please become familiar with this Guide and apply its rules and guidelines when developing media that feature the SAGECare marks. If you need further assistance, or would like SAGE to review business materials that you are developing that feature the marks, feel free to contact us at 212-741-2247 or [lavelino@sageusa.org](mailto:lavelino@sageusa.org).

Thank you for your assistance in positioning the SAGECare marks as a recognized standard of excellence.

## RULES FOR PROPER USE OF THE MARKS

Five components comprise the mark: SAGE’s name; SAGE’s logo; the “CARE” component; the “LGBT CULTURAL COMPETENCY TRAINING” component; and the year and level designation component. These five components must be used together as one unit at all times to protect the visual integrity of the mark.

### *Misuse:*



All reproductions of the SAGECare marks must be made from original reproduction artwork provided by SAGE, and may only be reproduced in their original colors unless otherwise approved by SAGE. Certificants can access digital versions of the marks by contacting SAGE – Leon Avelino – [lavelino@sageusa.org](mailto:lavelino@sageusa.org) or 212-741-2247 (ask for Leon) who can provide instructions.

Under no circumstances may the SAGECare marks be altered, modified or hand-drawn, nor may they be typeset, reproduced or electronically scanned in such poor quality as to distort or significantly alter its appearance.

*Correct:*



*Misuse:*



## USING THE SAGE INNOVATOR DISTINCTION

Certificants which have received SAGE's 2016 Innovator distinction may display the distinction anywhere it displays the SAGECare mark. Certificants are not required to display the Innovator distinction with the mark, but the Innovator distinction cannot be displayed without the mark.

## FREQUENTLY ASKED QUESTIONS

### **Q1: HOW DO I KNOW IF I HAVE FULLY COMPLIED WITH THE REQUIREMENTS?**

A: You may contact SAGE with any questions, comments or concerns at 212-741-2247 or [lavelino@sageusa.org](mailto:lavelino@sageusa.org). They will answer any questions and proof materials on request.

### **Q2: WILL I BE HELD RESPONSIBLE FOR THIRD-PARTY MISUSE OF THE MARKS?**

A: SAGE understands that third-party use of the SAGECare marks may not be within your control. As a SAGECare mark licensee, you have agreed to comply with the rules in this Guide and we ask that you help educate those, like the media, who may use the marks in association with the training or your name, about the correct use of the marks. You must notify SAGE promptly if you learn that a third party is misusing the marks. If you do so, SAGE will not hold you responsible for third-party misuse.

### **Q3: WHAT HAPPENS IF I DON'T FOLLOW THE RULES IN THIS GUIDE?**

A: As a SAGECare mark licensee you have agreed to follow this Guide as a condition of being permitted to display the marks. If for some reason you decide not to follow the rules in this Guide, you will be subject to SAGE's review process which may result in the revocation of your license.

### **Q4: MAY I SELL ITEMS LIKE HATS OR PENS THAT HAVE THE SAGECARE MARKS ON THEM?**

A: No. SAGECare mark licensees may not produce promotional items that display the marks for resale.

### **Q5: MAY I INCLUDE A HYPERLINK TO SAGECARE'S WEBSITE ON MY WEB PAGE?**

A: Yes – we encourage that you do! It is important, however, that these links take the user completely out of your site and directly to SAGECare's site. Framing is not allowed.

11.

## RULES FOR REPRODUCING THE SAGECARE MARKS

To maintain quality control over the appearance of the SAGECare marks, SAGE requires that all reproductions be made from original artwork, be readable, legible and on approved backgrounds, and have consistent use of color. The information below will provide your print vendor the information necessary to create proper reproductions of the mark.

### 11.1 Original Artwork

All reproductions of the SAGECare marks must be made from original reproduction artwork provided by SAGE. To obtain positive and reverse reproduction images, contact us at Leon Avelino, 212-741-2247 or e-mail us at [lavelino@sageusa.org](mailto:lavelino@sageusa.org).

### 11.2 Legibility

The impact and legibility of a SAGECare mark will be lessened by crowding it with other visual elements. A “clear zone” surrounding the mark has been established as an area into which no other graphic imagery or other visual elements may enter. As shown below. The one exception to this rule is when the mark is used within text.



**21 pixels of clearspace all around**

To ensure optimum legibility of the SAGECare marks, a minimum reproduction size of 103.5 pixels wide by 108 pixels tall is recommended. If reduced to a smaller size, the overall legibility and visual impact of the mark may be compromised. If reproduction quality of the mark cannot be guaranteed when reproduced at 250 x 260 pixels, a larger size may be necessary. The marks in the text paragraphs on this page are shown at the minimum 250 x 260 pixels size.



### 11.3 Color Options

Consistent use of color in the SAGECare marks is important to establish immediate recognition of SAGE-approved entities.

SAGECARE Colors are as follows:

COLOR	CMYK	RGB	#HEX
BLUE	C - 85.24% M - 61.99% Y - 3.74% K - .14%	R - 52 G - 104 B - 173	3468AD
LIGHT BLUE		R - 93 G - 198 B - 234	5DC6EA
BRONZE		R - 211 G - 131 B - 42	D3832A
SILVER		R - 178 G - 178 B - 188	B2B2BC
GOLD	C - 2.73% M - 0 Y - 83.2% K - 0	R - 255 G - 241 B - 72	FFF148
PLATINUM		R - 204 G - 221 B - 231	CCDDE7

#### EXHIBIT C

Licensee must certify, by written and signed consent, by the date specified by SAGE, that Licensee has completed the specified amounts of training as noted herein:

	Bronze	Silver	Gold	Platinum

<b>1 Hour of LGBT Aging Training (in-person or digitally)</b>	25% of Employees	40% of Employees	60% of Employees	80% of Employees
		<b>AND</b>	<b>AND</b>	<b>AND</b>
<b>4 Hours of LGBT Aging Training (in-person)/ or 4 Hours of State of the Agency consulting (in-person)</b>	None	40% of Exec./ Administrators	60% of Exec./ Administrators	80% of Exec./ Administrators

*Employees include:*

Any employee who is employed directly by the credentialed agency in either a part-time or full-time capacity who is not captured in the Executives/Administrators definition.

*Executives/Administrators include:*

**Executive senior leadership** such as: CEO, COO, CFO, Corporate Compliance Officer, Nursing Home Administrator, Executive Director, Deputy Executive Director, Medical Director, and, **Directors** such as: Social Services, Human Resources, Administrative Services, Resident Services (Coordinator or Director), Nursing, Activities/Programs, Admissions/Registration, In-Service Training, Facility Services, Courtesy Services, Health/Wellness/Nutrition, Marketing, Development, Community Liaison/Volunteer Coordinator  
 ... and any other Executives/Administrators with similar substitute titles as defined by the agency.

An organization that employs (part-time or full-time) over 250 staff for at least 10 months during the 2016 calendar year, and trains 80% of its staff on 4 hour onsite tool, will receive SAGE’s 2016 Innovator distinction, which will be added to the SAGECare website. Licensee will carry the SAGECare Platinum mark, and may also describe the Innovator status in accordance with the Usage Guidelines.



## **EXHIBIT D**

In addition to Licensee's packaging and marketing materials and the Licensee's website, the following will be considered Approved Locations:

Any print, multimedia and online communications including business cards, letterhead, advertising, presentation materials, promotional literature, signage and websites.  
If other locations are desired, Licensee must obtain explicit written permission from SAGE.