

# Linking Agreement

This Linking Agreement ("Agreement") is made between \_\_\_\_\_ ("Linking Entity) whose homepage URL is \_\_\_\_\_, and the State of Hawaii who maintains a web site with the homepage URLs of "www.state.hi.us," "www.hawaii.gov," "www.ehawaii.gov.org," and "www.ehawaii.gov.com" ("STATE"). The parties agree as follows:

WHEREAS, Linking Entity desires to place a hypertext link on its web site which will allow users of the web site to access certain pages of the web site of the STATE;

WHEREAS, STATE is willing to grant permission to Linking Entity to establish the hypertext link in accordance to the terms and conditions contained in this agreement;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Subject to the provisions in this Agreement, STATE hereby grants to Linking Entity permission to place a hypertext link on Linking Entity's web site as follows:

URL of the location of the link on Linking Entity's web site: \_\_\_\_\_

Text of hypertext link on Linking Entity's web site: \_\_\_\_\_

URL of the webpage on the STATE's web site to be linked: \_\_\_\_\_

This permission is revocable, nonexclusive, and shall continue for a period of one year from \_\_\_\_\_. Linking Entity does not obtain nor acquire any trademark rights or other intellectual property rights by the permission granted.

## Standards and Notifications.

A. The link on Linking Entity's web site must use one of the following base URLs:

www.state.hi.us  
www.hawaii.gov  
www.ehawaii.gov.org  
www.ehawaii.gov.com

The actual URL used by the Linking Entity will depend on the particular page, subpage or web site being linked.

If Linking Entity wishes to link to a subpage of the STATE's web site, the link must use one of the following base URLs:

www.state.hi.us  
www.hawaii.gov  
www.ehawaii.gov.org  
www.ehawaii.gov.com

The actual URL used by the Linking Entity will depend on the particular page, subpage or web site being linked.

B. The STATE reserves the right to change its web site at any time without notice. Accordingly, it is the responsibility of Linking Entity to continuously verify its links to the STATE's web site.

C. Linking Entity shall not capture the STATE's web site, subpage or content within its frames, or otherwise present the STATE's web site, subpage or content as its own.

D. Linking Entity's link to the STATE's web site, subpage or content should be a full forward link that passes the client browser to the STATE's web site unencumbered. The BACK button should return the visitor to your site if the visitor wishes to back out.

E. Linking Entity shall not link to individual graphics or tables within the STATE's web site, subpage or content the STATE's web site, especially in an effort to place the downloading burden on the STATE's servers. Such an action will be treated by the STATE as exceeding the permission granted by this Agreement, as well as a misuse of the STATE's web site, subpage or content, and the associated computer system.

F. The STATE maintains and will defend a copyright interest in its web site, subpage and content.

**Extension of Term of the Permission.**

By mutual written consent of Linking Entity and the STATE, the term of the permission granted in this Agreement may be extended.

**Termination or Revocation of Agreement.**

At any time, Linking Entity may terminate or revoke this Agreement, with or without cause. At any time, STATE may terminate or revoke this Agreement, with or without cause. Any termination or revocation of this Agreement shall take effect as follows:

1. On the 3rd day after notice of the termination or revocation of this Agreement has been sent by e-mail to the contact persons; or
2. On the 7th day after notice of the termination or revocation of this Agreement has been sent by e-mail to the contact persons; or
3. As may be otherwise agreed in writing by Linking Entity and the STATE.

**Amendments.**

This Agreement may amended by mutual written consent of Linking Entity and the STATE.

Contact persons.

LINKING ENTITY:

Name: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

e-mail: \_\_\_\_\_

STATE OF HAWAII:

Name: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

e-mail: \_\_\_\_\_

These terms shall be governed by and construed in accordance with the laws of the State of Hawaii. Any dispute arising out of or relating to these terms, or access and use of this web site shall be decided under the laws of and in the state courts in the State of Hawaii, and you hereby consent to and submit to the personal jurisdiction of such courts for the purpose of adjudicating such dispute.

**Severability.**

If any provision in this Agreement shall be determined to be unlawful, void or unenforceable by a court of competent jurisdiction, then that provision shall be deemed severable from the remaining terms and shall not affect the validity and enforceability of the remaining provisions in this Agreement.

Version 3.0  
April 4, 2001