

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement ("Agreement") is made this _____ day of _____, 20____, between _____ ("Licensor"), of _____, and _____ ("Licensee"), of _____.

WHEREAS Licensor is the owner of the trademark known as _____ ("Trademark") and the right to use the Trademark in connection with the sale of _____ ("Goods"); and

WHEREAS Licensee desires to use the Trademark in connection with the sale of Goods; and

WHEREAS Licensor is willing to license the use of the Trademark to Licensee on the terms and conditions set forth herein;

IT IS AGREED that Licensee shall use the Trademark in connection with the sale of Goods in accordance with the terms and conditions set forth herein.

Licensee shall not use the Trademark in connection with the sale of Goods in any manner that is likely to cause confusion, deception, or any other injury to Licensor.

Licensee shall not use the Trademark in connection with the sale of Goods in any manner that is likely to damage the reputation of the Trademark or Licensor.

Licensee shall not use the Trademark in connection with the sale of Goods in any manner that is likely to cause any other injury to Licensor.

Licensee shall not use the Trademark in connection with the sale of Goods in any manner that is likely to cause any other injury to Licensor.

Licensee shall not use the Trademark in connection with the sale of Goods in any manner that is likely to cause any other injury to Licensor.

ARTICLE 2 – TRADEMARK LICENSE

2.1 Grant of Trademark License. LSU hereby grants to LICENSEE a royalty-free, non-exclusive, non-assignable right to use the LSU MARK in and on the buildings at the SITES and

[REDACTED]

within the FIELD OF USE at the SITES. The marketing rights shall include, but not be limited to, the right to use the LSU MARK in connection with advertising, publicity, and promotional materials relating to activities undertaken by LICENSEE within the FIELD OF USE. The foregoing license shall extend to all normal channels of distribution, including but not limited to the internet.

2.2 Protection of the LSU MARK and Goodwill. For so long as this Agreement remains in

- (i) challenge the validity of the LSU MARK or any registration therefor;
- (ii) contest the fact that its rights under this Agreement are solely those of a non-exclusive licensee;
- (iii) attempt to register the LSU MARK in its own name;
- (iv) use the LSU MARK in any manner that would jeopardize LSU's rights in the LSU MARK; or
- (v) knowingly do any act that would invalidate or be likely to invalidate LSU's trademark registrations.

(e) Use of the LSU MARK on Marketing Materials. LICENSEE may not combine the LSU MARK with any other marks, names or symbols other than those of LICENSEE and the name of the Hospital with which it is being used, unless it obtains HCSD's prior written consent. LICENSEE may not make any significant change in the presentation of the LSU MARK as affixed on the advertising, marketing, and promotional materials, unless it obtains HCSD's prior written consent.

(f) Compliance With LSU Policies and Standards

[REDACTED]

ARTICLE 3 - ENFORCEMENT

[REDACTED]

ARTICLE 4 - NO WARRANTIES

[REDACTED]

Restrictions on Further Use of LICENSEE

[REDACTED]

4.3 LICENSEE AGREES THAT IN NO EVENT SHALL LSU, INCLUDING ITS BOARD MEMBERS, AFFILIATES, OFFICERS, EMPLOYEES, AND AGENTS, BE LIABLE TO LICENSEE, WHETHER SUCH LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, INFRINGEMENT, WARRANTY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR RELIEF ARISING OUT OF OR RELATING TO THIS AGREEMENT. ITS SUBJECT MATTER OR ANY CONDUCT RELATING THERETO FOR

AN AMOUNT IN EXCESS OF THE LICENSE FEES ACTUALLY PAID TO LSU UNDER

THIS AGREEMENT.

~~ARTICLE 6 - TERM AND TERMINATION~~
~~ARTICLE 5 - INDEMNITY AND INSURANCE~~

5.1 Indemnity for LICENSEE Use. LICENSEE shall defend, indemnify and hold LSU

6.2 Termination. LICENSEE may terminate this Agreement without cause by providing written notice of termination to LSU. Subject to the satisfaction of the dispute resolution procedures set forth in subsection 8.2 hereof, if either Party fails to perform its obligations in accordance with this Agreement, the non-breaching Party may give the Party in breach written notice of such failure and the Party in breach shall have thirty (30) days from the date of such notice (the "Cure Period") to cure such failure to the reasonable satisfaction of the non-breaching Party.

Article 1.9 MISCELLANEOUS PROVISIONS

mediation, on the written demand of either party any controversy arising out of or relating to this Agreement or to the breach, termination, or validity of this Agreement shall be settled by binding arbitration in Baton Rouge, Louisiana in accordance with CPR's Rules for Non-Administered Arbitration of Patent and Trade Secret Disputes in effect as of the Effective Date, before a single arbitrator. The arbitrator shall have the authority to award damages, including reasonable attorneys' fees, and to grant injunctive relief. The arbitrator's award shall be final and binding on the parties. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The arbitration shall be held in Baton Rouge, Louisiana. The arbitrator shall have the authority to award damages, including reasonable attorneys' fees, and to grant injunctive relief. The arbitrator's award shall be final and binding on the parties. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The arbitration shall be held in Baton Rouge, Louisiana.

16, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All applicable statutes of limitation and defenses based on the passage of time shall be tolled while the procedures described in this Paragraph are pending. LSU and LICENSEE shall each take such action, if any, required to effectuate this tolling. Each party is required to continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement. Otherwise, any controversy arising under or relating to this Agreement or the breach, termination, or validity of this Agreement

[REDACTED]

contractors. Neither Party is an agent of the other, and neither has any right or authority to assume or create any obligation or responsibility on behalf of the other.

8.8 Assignment. LICENSEE may not assign this Agreement without the prior written consent of LSU, and shall not pledge any of the license rights granted in this Agreement as security for any creditor. Any attempted pledge of any of the rights under this Agreement or

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~~THIS DONE AND SIGNED~~ _____

By: *[Signature]*

[Signature]

Date: October 16, 2013

12/5/13