

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is made by and between _____, a Michigan limited liability company (the “Licensor”) and _____, a Florida corporation (the “Licensee”).

WHEREAS, Licensor owns and distributes a unique assemblage of know-how and trade secrets, trademarks and names relating to the implementation and support of _____ programs, including clinical and administrative policies and procedures, proprietary educational and marketing materials, and Licensor-supported, hosted applications and outcomes measures, including information, data or measures that may be owned or licensed by others; and

WHEREAS, Licensee is an _____. Licensor intends to establish multiple clinics for the delivery of _____ and desires to license certain of the Licensor’s know-how and trade secrets, trademarks and names relating to _____ programs for use in connection with its business.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE I Definitions

- 1.01 “Activation Fee” means the amount set forth on Schedule A hereto payable to Licensor upon the opening of each Authorized Site.
- 1.02 “Affiliate” means any person or business entity that is partially owned by, controlling, or controlled by Licensee or any stockholder, member, partner or officer of Licensee. For purposes of this Agreement, references to Licensee shall include any of its Affiliates that own or operate and Authorized Site.
- 1.03 “Annual Site Fee” means the amount set forth on Schedule A hereto payable to Licensor each year for each Authorized Site.
- 1.04 “Authorized Person” means an employee, contractor or client of Licensee or Affiliate at an Authorized Site if and only if the contractor, employee, or client agrees in writing to abide by the terms of Article V herein.
- 1.05 “Authorized Site” means a physical location owned or operated by Licensee that has been approved by Licensor for the use of the Licensed Materials by up to five Named Users.
- 1.06 “Effective Date” shall mean [_____, 2009].
- 1.07 “Effective Term” means the three-year period beginning on the Effective Date as it may be renewed by the Parties for successive one-year periods as provided in Article VII.

- 1.06 “Initial Fee” means the amount set forth on Schedule A hereto payable to Licensor upon the execution of this Agreement.
- 1.07 “Intellectual Property Rights” means all of the following interests, which now or hereafter are owned, acquired, possessed, controlled by or licensed to Licensor:
- (i) any and all unpublished research and development information, unpatented inventions, improvements, processes, formulae, specifications, programs, instructions, source codes, trade secrets, proprietary information, technology, technical know-how, method and procedures of operation, benchmark test results, business or technical plans, and proposals and technical data in the possession of Licensor on the Effective Date;
 - (ii) any and all U.S., international or foreign patents, design patents, utility models or registered designs and all applications therefor and any and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;
 - (iii) any and all copyrights together with moral rights, copyright registrations, mask work registrations, and applications therefor in the U.S. or any foreign country and all other rights corresponding thereto throughout the world;
 - (iv) any and all trademarks, and trade names, whether registered or unregistered, including any U.S., international or foreign trademark registration or any application therefor or renewal thereof; and
 - (v) any other proprietary right anywhere in the world similar to those described in this definition.
- 1.08 “Licensed Materials” includes Licensor’s proprietary educational and marketing materials and the ___™ Outcomes Module.
- 1.09 “Named User” means each person authorized to access the ___™ Outcomes Module who is an employee, member, partner or contractor of Licensee or an Affiliate if and only if the contractor, employee or Affiliate agrees in writing to abide by the terms of Article V herein.
- 1.10 “Outcome Measures” means specified measurement tools or questionnaires selected by Licensee that may be integrated with the ___™ Outcomes Module and provided by Licensor under license from others.
- 1.11 “Royalties” means the amounts set forth on Schedule A hereto payable to Licensor for the use of the Outcome Measures.
- 1.12 “___™ Outcomes Module consists of present and future standard proprietary computer software programs of Licensor distributed under the trademark(s) owned by Licensor, as

well as related documentation, instructions and user guides and Outcomes Measures as selected by Licensee.

- 1.13 “Territory” shall mean worldwide.

ARTICLE II License Grant and Restrictions

- 2.01 Subject to the terms of this Agreement, Licensor grants to Licensee a non-transferable, non-exclusive, renewable license to use the Licensed Materials at Authorized Sites throughout the Territory during the Effective Term.
- 2.02 The Licensed Materials may be used only by Licensee for the benefit of Licensee, for Licensee’s own internal operations. Licensee shall ensure that each person authorized to use the Licensed Materials under the terms of this Agreement is informed of and agrees to comply with the obligations of Licensee hereunder as stated herein. Licensee may not sublicense the Licensed Materials or use the Licensed Materials to offer data processing, timesharing or other computer-based services to third parties, or for any third party commercial purpose or gain, unless the use is authorized in writing by Licensor.
- 2.03 Nothing in this Agreement shall be deemed to require Licensor to provide to Licensee any Intellectual Property rights or other information not owned or possessed by Licensor, or to grant to Licensee any rights that are more extensive in scope or nature than are owned or possessed by Licensor.

ARTICLE III Payments

- 3.01 Licensee shall pay to Licensor a one-time Initial Fee as set forth on Schedule A hereto upon execution of this Agreement.
- 3.02 Licensee shall pay to Licensor a Site Activation Fee set forth on Schedule A hereto within five business days of the earlier of (i) the opening of business at each Authorized Site or (ii) the activation of the ___TM Outcomes Module at such Authorized Site.
- 3.03 On the first day of the month of each anniversary of a Site Activation Fee, Licensee shall pay to Licensor an Annual Site Fee set forth on Schedule A hereto for each Authorized Site.
- 3.04 Royalties on the use of the Outcome Measures shall be calculated and paid by Licensee in accordance with Schedule A hereto.
- 3.05 Interest shall accrue on any unpaid amount due and payable by Licensee on a daily basis from the date such payment is due to the actual date of payment, at the lesser of 1-1/2% per month or the maximum rate allowed by law.

3.06 All payments under this Agreement shall be made to Licensor in U.S. currency by check, wire transfer or electronic funds transmission delivered to Licensor's bank account as detailed below, unless Licensor notifies Licensee otherwise in writing.

Bank Name:

Account Name:

Account Number:

[Other details]

3.07 Licensee shall pay all applicable taxes due under this Agreement, except taxes based on Licensor's net income.

3.08 Licensee shall have no right to set-off any amounts that might be in dispute between the parties

ARTICLE IV Deliveries by Licensor

4.01 Subject to the terms and conditions of this Agreement, Licensor shall furnish the Licensed Materials to Licensee promptly after the Effective Date.

4.02 Licensor shall be under no obligation to disclose technical information or technical data to Licensee that has been or hereafter is acquired by Licensor from a third party subject to a non-disclosure obligation which prohibits such disclosure to Licensee.

4.03 Licensor agrees to provide technical advice and assistance to Licensee by electronic mail with respect to initial activation of the ___TM Outcomes Module and with defect determination and resolution, if any. The Parties may enter into a separate agreement with respect to additional technical advice and consultation, training, or customization, which services will not be performed under the terms of this Agreement.

4.04 As long as the Licensee is not in default under this Agreement, Licensor shall provide updates containing fixes to the ___TM Outcomes Module (i.e., without new functionality) and enhancements consisting of new functionalities to the ___TM Outcomes Module as and when available.

ARTICLE V Title, Proprietary Rights and Confidentiality

5.01 As between Licensor and Licensee, the Licensed Materials remains the Licensor's and its third party providers sole and exclusive property and contains its trade secrets, and all Intellectual Property Rights therein shall remain with Licensor, or where applicable, its third party providers. Licensee acquires neither title nor ownership rights in Licensed Materials or the media on which it is made available to Licensor.

- 5.02 Licensee acknowledges and agrees that (i) the Licensed Materials are the property of and contain trade secrets of Licensor, and (ii) Licensee shall keep in confidence and protect the Licensed Materials from disclosure to unauthorized parties, and restrict their use as provided in this Agreement. Licensee acknowledges that unauthorized disclosure of the Licensed Materials will cause irreparable harm and substantial economic loss to Licensor or its third party providers.
- 5.03 Licensee shall safeguard and shall not disclose the Licensed Materials or other trade secrets received at any time from Licensor whether prior to the Effective Date, during the term of this Agreement or at any time subsequent thereto; provided, however, that Licensee's obligations shall not apply to the extent that the Licensed Materials or a significant element thereof:
- (b) is or are already in the possession of Licensee without any obligation of confidentiality thereto, or
 - (c) without breach of this Agreement, has become part of the public domain .
- 5.04 Licensee may not sell, redistribute, reproduce, transmit, circulate, disseminate, translate or reduce to or from any electronic medium or machine readable form the Licensed Materials to a person other than and Authorized Person or to a location other than an Authorized Location. Licensor's copyright notice and other proprietary legends and labels must be included on and in all copies.
- 5.05 Licensee may not sell, redistribute, reproduce, transmit, circulate, disseminate, translate or reduce to or from any electronic medium or machine readable form the ___TM Outcomes Module to a person other than an Authorized Person.
- 5.06 Licensee may not create derivative works from, decompile, reverse engineer or disassemble the ___TM Outcomes Module. If Licensee creates or develops any derivative work, technology, know-how, product or service based on the ___TM Outcomes Module or the Licensed Materials (a "derivative work"), Licensee will immediately notify Licensor of such derivative work and hereby assigns and transfers to Licensor all right, title and interest, including Intellectual Property Rights in the derivative product throughout the world and all other rights of a like nature now subsisting or conferred in respect of a derivative product by law in force in any part of the world and any an all common law rights and remedies in relation to the derivative product available to Licensor at the date of the assignment. Licensee undertakes at no cost to the licensor to do any act and execute any document that may be necessary to effect the full assignment of all intellectual property rights in the derivative product to Licensor.
- 5.07 Licensee shall not attempt to register any Licensor marks or names or any part thereof, nor use or attempt to register any mark or name which is confusingly similar thereto, or which is a translation or transliteration thereof, into any language, as a trademark or as a service mark in any country, region or political subdivision of the world, either during the

term of this Agreement or after the expiration or termination thereof. Licensee further agrees to conduct its business in accordance with the highest standards of ethical business conduct, and in a manner to promote and maintain the high reputation for the Licensor's marks and names, and in full compliance with all provisions of the law so that Licensor's right and title in the names and marks is at all times fully protected.

5.08 Licensee agrees to utilize appropriate trademark symbols in connection with all uses of the marks and names when and where required by local trademark laws to preserve Licensor's rights to the marks and names. Licensee agrees to use the marks and names only in connection with the business conducted as intended hereunder. To this end, Licensee agrees, upon request by Licensor: to permit representatives of Licensor to inspect the service facilities of Licensee during reasonable business hours; and to submit proposed advertisements and packaging promoting the Licensed Materials or any part of it, which bear the marks and names to Licensor for approval.

5.09 All good will in the Licensor's trademarks and tradenames shall enure to the Licensor

ARTICLE VI

Warranty, Disclaimers, Indemnification and Enforcement

6.01 Licensor warrants that it has the right to grant Licensee this license. Licensor further warrants that the ___™ Outcomes Module will for 90 days after the date of activation perform substantially in accordance with Licensor's user documentation as that may change from time to time. Licensor does not warrant that the operation of the ___™ Outcomes Module will be uninterrupted or error-free. Licensor's sole obligation and Licensee's exclusive remedy for any warranty failure shall be one of the following, at the Licensor's option: (i) the correction or replacement of the nonconforming elements of the ___™ Outcomes Module or at Licensor's options, or (ii) a return of a prorated portion of the Annual Fee in the year a substantial nonconformance occurs.

6.02 Licensor makes no warranty or representation that services that Licensee may promote or sell pursuant to this Agreement will not infringe any patent, trademark or other rights owned or possessed by any third party and Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, lawsuits, liabilities, losses, expenses, including attorney fees, and damages as a result of such infringement or allegation thereof by a third party. Licensor shall be under no obligation to defend or participate in the defense by Licensee against any claim or suit alleging such infringement; provided, however, that Licensor, at the sole cost of Licensee, shall cooperate with and assist Licensee in the defense of any such claim or suit to the extent practicable.

6.03 Licensor reserves the right to prosecute and defend, at its own expense, all suits involving any of the Intellectual Property Rights related to the Licensed Materials and to take any action or proceedings that it deems desirable for the protection or enforcement thereof; and at Licensor's discretion may do so in its own name or in the name of Licensee, or in the joint names of Licensor and Licensee, and Licensee shall claim no rights against

Licensors as the result of any such action. Licensee, at the sole cost of Licensor, shall cooperate with and assist Licensor in any such action or proceeding to the extent practicable. Licensee agrees to promptly in writing notify Licensor of any infringement of the Intellectual Property Rights related to the Licensed Materials or of any pending or threatened claim or litigation involving such Intellectual Property Rights.

- 6.04 The entire liability of Licensor and Licensee's exclusive remedy for damages from any cause related to or arising out of this Agreement, regardless of the form of action, whether in contract, tort, or otherwise, will not exceed the sum of the Fees paid by Licensee for use of the Licensed Materials over the preceding five-year period or shorter if less than five years has elapsed since the Effective Date.
- 6.05 In no event will Licensor be liable for (i) incidental, indirect, special, punitive, exemplary or consequential damages; (ii) loss of or damage to Licensee's data from any cause, including without limitation loss of use, revenues, profits or savings, even if Licensor knew or should have known of the possibility of such damages.

ARTICLE VII

Term and Termination

- 7.01 **Effective Term.** Unless earlier terminated as provided below, this Agreement shall continue in effect for a period of three years from the Effective Date and shall automatically extend for subsequent one-year terms unless either party gives written notice to the other of its intention not to renew not less than 60 days prior to the date of automatic renewal, or unless the Agreement is terminated as provided below. .
- 7.02 **Termination upon Default of Licensee.** This Agreement shall terminate in the event that:
- (a) Licensee shall default in the performance or observance of any of its obligations under this Agreement and such default shall continue for thirty (30) days after notice to Licensee from Licensor specifying such default.
 - (b) Automatically upon Licensee's discontinuance of its business or if Licensee becomes bankrupt or insolvent, or applies for or consents to the appointment of a trustee, receiver, or liquidator of its assets, or seeks relief under any law for the aid of debtors.
 - (c) Upon the discontinuance of business or the bankruptcy, insolvency or application for or consent to the appointment of a trustee, receiver, or liquidator of assets or the seeking of relief under any law for the aid of debtors by an Affiliate or any owner of an Authorized Site, the license for the Licensed Materials shall be immediately terminated as to any such Authorized Site.
 - (d) No waiver of any default for any period of time or repetitious waiver of any default shall be construed as a continuing waiver; rather, the right of termination under

this Article shall remain inviolate and may be exercised at any time any default may exist, no matter how long it lasted or how many times it may have occurred.

- 7.03 Termination by Licensee. Licensee may terminate this Agreement at any time upon 90 days' written notice to Licensor.
- 7.04 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement,
- (a) all rights and licenses granted to Licensee shall immediately terminate and Licensee shall cease to use in any manner whatsoever the Licensed Materials and the media on which it is made available;
 - (b) Licensee shall deliver to Licensor all copies of the Licensed Materials, along with all abstracts, summaries, translations, compilations and copies thereof.
 - (c) Licensee shall not be relieved of the payment obligations under Article III;
 - (d) Unless the Agreement is terminated pursuant to Paragraph 7.02 above, Licensee shall be entitled to a prorated return of any Annual Fees
 - (e) Termination of this Agreement by Licensor shall in no way prejudice the rights of Licensor to seek other remedies for the failure of Licensee

ARTICLE VIII Miscellaneous Provisions

- 8.01 Assignment. This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and their respective successors and assigns; provided, however, that Licensee may not transfer or assign this Agreement, the use of the Licensed Materials or any of the rights or obligations under this Agreement without the prior written approval of Licensor.
- 8.02 This Agreement shall be interpreted and construed, and the legal relations created in this Agreement shall be determined in accordance with the laws of the State of Michigan.
- 8.03 The Parties agree to use best efforts to resolve any controversy or claim arising out of or relating to this Agreement or its breach through the engagement of one or more mediators. However, in the event that the Parties fail to resolve any such controversy or claim, the matter shall be settled by an arbitration procedure by a sole arbitrator as agreed to in writing by the Parties or, absent an agreed arbitration procedure, within 60 days of written notice to the other party, in accordance with the rules of the American Arbitration Association. A judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitration proceedings shall take place, and the

arbitration award be given in writing in the metropolitan area of Detroit, Michigan, unless the Parties agree otherwise in writing.

- 8.04 Licensee and Licensor agree that any violation by Licensee of the terms and conditions of this Agreement will result in irreparable harm to Licensor, and therefore, Licensee agrees that Licensor shall be entitled to (among other relief) injunctive and equitable relief for any violations of this Agreement, and Licensee agrees to pay all costs and expenses, including reasonable attorney fees, incurred by Licensor in enforce the provisions of this Agreement.
- 8.05 This Agreement may be amended, modified or waived only by another writing signed by the authorized representatives of both parties. No failures or delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 8.06 Notices required under this Agreement may be delivered in person, or may be sent by courier, facsimile, express mail or postage prepaid certified or registered mail address as stated below. Either party may change its address for notice by giving writing notice to the other party.

To Licensor: President,

To Licensee:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective duly authorized officers on _____, 2009.

By: _____

By: _____

SCHEDULE A

**SCHEDULE OF FEES AND ROYALTIES
UNDER AGREEMENT BETWEEN _____ AND _____**

Licensee shall pay the following fees on the due dates indicated, with interest at the lesser of 1-1/2% per month or the maximum amount allowed by law accruing from the due date through the date that payment is actually received.

Payment Type	Amount	Frequency	Due Date
Initiation Fee	\$2,500	Once, upon execution of Agreement	Effective Date
Activation Fee	\$1,000	Once per Authorized Site	Fifth business day after the earlier of (i) opening of business at each Authorized Site, or (ii) the first activation of the Hosted Application at each Authorized Site
Annual Site Fee	\$1,000	Annually per Authorized Site	On the first day of the each anniversary month of the Activation Fee for each Authorized Site, as invoiced by Licensor
Royalties		Quarterly in advance based on estimated usage; If actual usage exceeds estimate usage, then monthly against invoice	Within 30 days of invoice from Licensor
PAM	\$ per user		
MTAP			
QUALITY METRIC			
Administration Fee	5% of total Royalties		

The Parties agree to estimate in advance the amount usage of licensed software programs for purpose of calculating Royalties due for the succeeding three-month period; provided however, that if the actual usage exceeds such estimate, Licensee agrees to pay against a monthly invoice from Licensor to cover the difference in usage.

By: _____

By: _____