

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made this ____ day of _____, 20____, by and between **CINCINNATI SPORTSMEDICINE RESEARCH AND EDUCATION FOUNDATION, an Ohio not-for-profit corporation**, whose address is 10663 Montgomery Rd., Cincinnati, Ohio 45242 (the "Company") and _____, whose address is _____, (the "Licensee"), who agree as follows:

1. Recitals. The Company has developed a proprietary injury prevention and performance enhancement program known as "Sportsmetrics™," including, plyometrics, flexibility and strength training, which is designed to increase athletic performance and reduce the amount and severity of knee injuries (the "Program"). The Licensee currently operates at one or more rehabilitation and/or fitness facilities and desires to offer the Program in such facilities.

2. License. The Company hereby grants Licensee a non-exclusive license to offer and administer the Program at one or more facilities with the designation of a "Certified Site". To remain a Certified Site, the Licensee agrees to update the Company with any change to the Certified Site name, location and contact information. If the Licensee leaves the employ of the Certified Site, the Licensee must reapply through another License Agreement in order to continue to provide the Sportsmetrics™ program. The Certified Site must have another Licensee employed in order to continue use of the program.

3. Term. This Agreement may be terminated by either party, for any reason, by providing the other party 30 days' prior written notice of its intent to terminate.

4. Licensee's Covenants.

(a) Subject to the terms of this Agreement, Licensee acknowledges its appointment as an authorized licensee on a non-exclusive basis for the Program. Licensee acknowledges that this Agreement does not make Licensee an employee, agent, partner, affiliate or legal representative of the Company, and Licensee agrees not to represent itself as such for any purpose whatsoever.

(b) Licensee shall, at its sole cost, obtain and keep in force general liability and casualty insurance covering activities at each of its Facilities with coverage limits that are reasonably adequate for the purchase of offering and administering the Program.

(c) Licensee will indemnify and hold harmless Company, its officers, employees, agents, directors, representatives, shareholders, and affiliates for the amount of any loss, liability, claim, damage (including incidental and consequential damages) or expense (including costs of investigation and defense and reasonable attorneys' fees) incurred by such persons arising from Licensee's offering and administering the Program.

(d) Licensee acknowledges and agrees that the Program and all related “Confidential Information”, (i) is subject to the proprietary rights of the Company, and is a trade secret and confidential information of the Company, and (ii) is an unpublished work for which the Company holds all rights, including patent, copyright and trade dress rights. “Confidential Information” includes any information which may or may not rise to the level of a trade secret, but is identified as such by the Company to Licensee. Licensee acknowledges that it has no rights to the Program or any Confidential Information and will not disclose to any person or use the Confidential Information to develop or operate a competing program at any time during or after the term of this Agreement.

(e) Licensee acknowledges the Program may change from time to time as research occurs and will implement changes on a timely basis.

(f) Licensee shall advertise or promote the Program to its community as it deems necessary and in all cases, it shall state that the Program is owned and administered by the Company.

(g) Licensee may be asked to participate in data collection for research conducted by the Company. If Licensee agrees to participate, it will provide all requested research information and performance data to Company, subject to all applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996, including regulations promulgated thereunder (collectively, “HIPAA”). Company will use such information and data only for research and analysis purposes; all personal information will remain confidential and will be protected as dictated by HIPAA.

(h) Service mark. The Company hereby authorizes Licensee to advertise and disclose to the public that it is an authorized Licensee of the Sportsmetrics Program; provided however, Licensee shall not, directly or indirectly, use Sportsmetrics or any related service marks (the “Marks”) in its business name or in the adoption of any business, corporate or partnership name. Licensee hereby agrees that it will not, directly or indirectly, at any time during the term of this Agreement or thereafter, do or cause to be done any act or thing disputing, attacking or anywhere impairing or attempting to impair the Company’s right, title or interest in and to the Marks. Licensee agrees to reasonably cooperate in the prosecuting of any action to prevent the infringement, invitation, illegal use or misuse of the Marks.

5. Arbitration. In the event of a dispute between the parties, they shall negotiate in good faith for 30 days in an effort to resolve the dispute. Except for any dispute or claim for injunctive or other equitable relief, any dispute between the parties under this Agreement which remains unresolved shall be settled by submitting the same to arbitration, under the rules of the American Arbitration Association. The arbitration hearing will be held in Hamilton County, Ohio and the dispute will be resolved by binding arbitration before a single arbitrator, and judgment upon the award rendered by the arbitrator may be entered into any court having jurisdiction thereof. The arbitrator shall hear and determine the matter and shall issue a decision in writing. All judicial proceedings to enforce any provisions hereof shall be brought in Hamilton County, Ohio. The cost and expense of arbitration, including the fees of the arbitrator, shall be

borne by the party found to be liable in such arbitration as determined by the arbitrator. Nothing herein shall prevent the parties from settling any dispute, at any time, by mutual agreement.

6. Assignment. Licensee shall not be permitted to assign its rights or obligations under this Agreement without the prior written consent of the Company (which it shall have no obligation to give). Company may assign its rights and/or obligations under this Agreement to an assignee or a successor in interest.

7. Notices. Notice by either the Company or Licensee shall be given only by Certified Mail, Return Receipt Requested or by an overnight delivery service, with proof of delivery.

8. Entire Agreement. This Agreement supersedes and replaces all prior agreements and understandings between the parties relating to the subject matter hereof. This Agreement constitutes the entire understanding between the parties, and no modification or waiver hereof, shall be of any force or effect unless in writing and signed by the parties.

9. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth above.

**CINCINNATI SPORTSMEDICINE
RESEARCH AND EDUCATION
FOUNDATION (Company)
10663 Montgomery Rd.
Cincinnati, OH 45242**

Signature

Print Name

Title

Phone #

E-mail Address

Certified Site Name

Address

City, State, Zip

Licensee Name

Signature

Print Name

Title

Phone #

E-mail Address