

CENTERING® MASTER SITE LICENSE AGREEMENT


This CENTERING MASTER SITE LICENSE AGREEMENT (“*Agreement*”) is made and entered into as of the day last signed below (“*Effective Date*”) by and between Centering Healthcare Institute, Inc., a non-profit tax-exempt organization with a principal place of business at 89 South Street, Suite 404, Boston, MA 02111 (“*CHI*”), and CUSTOMER BUSINESS NAME, having a place of business at CUSTOMER LOCATION ADDRESS (“*Customer*”) (referred to herein collectively as the “*Parties*” or each individually as a “*Party*”).

BACKGROUND

- A. WHEREAS, CHI wishes to grant and Customer wishes to accept a non-exclusive, non-transferable Limited License (as defined below) for the practice sites listed on Exhibit A (the “*Practice Sites*”) in exchange for an Annual License Fee (as defined below); and
- B. WHEREAS, Customer wishes, from time to time, to purchase Services (as defined below) from CHI.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth below and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Definitions. When used in this Agreement:
 - (a) “*Centering*” or “*Centering Model*” means a group healthcare model with certain core components and essential elements as determined by CHI in its sole discretion.
 - (b) “*CHI IP*” means all trade secrets, patents, trademarks, service marks, trade names, copyrights, content, know-how and all other intellectual property and proprietary rights, whether registered or unregistered, relating to, comprising, or contained in the Centering Model, Improvements, or Materials.
2. Intellectual Property.
 - (a) Customer acknowledges and agrees that as between the Parties, except for and to the extent of the Limited License granted herein, CHI is, and shall remain, the exclusive owner of all rights, title and interest in and to (i) the Centering Model (including all related methodology), and any developments, improvements, and enhancements made thereto, whether by CHI or Customer (“*Improvements*”); (ii) any materials and documents provided by CHI in connection with the Centering Model (“*Materials*”); and (iii) the CHI IP, including trademarks and service marks owned by CHI (“*Licensed Marks*”). The Licensed Marks shall include, without limitation, the trademarks registered under U.S. Trademark Registration Nos. 4331062 (CENTERING (Stylized)), 4332047 (CENTERINGPARENTING), 4332053 (CENTERINGPREGNANCY), and 4450144 (CENTERINGDIABETES), 5165344 (CENTERINGHEALTHCARE) as well as the Centering Healthcare Institute Logo:

 - (b) To the extent Customer obtains any rights of any kind in the Improvements or Materials, whether used, approved, or disapproved by CHI, Customer agrees to assign, and hereby does assign, to CHI all rights, title and interest therein. Customer agrees to take such actions and execute such documents (including separate assignment agreements) as may be necessary to effectuate CHI’s rights hereunder.
 - (c) Customer agrees that it will not commit, or assist any other person, legal or natural, in committing, any act of infringement or misappropriation with respect to the CHI IP, or contest CHI’s ownership thereof, under penalty of legal prosecution. Without limiting the generality of the foregoing, Customer agrees not to commence or prosecute any action to oppose, cancel or otherwise challenge CHI’s rights in the CHI IP. Except as expressly permitted in this Agreement, Customer shall not, in any country, use, apply to register or obtain registration for any name or mark or any work identical or similar to or derivative of, or based upon, any CHI trademark or copyrighted work, nor shall Customer take any other actions that may impair the rights of CHI in the CHI IP. CHI reserves all rights in the CHI IP not granted herein. Without limiting the generality of the foregoing, Customer may not use, reproduce, display, modify or create derivative works of, perform or distribute any of the CHI IP, except to the extent expressly permitted in this Agreement. Customer acknowledges that CHI retains the right in its sole discretion to decide and direct the use and withdrawal of the Centering Model and public disclosure of such methodology. Customer acknowledges and agrees that Customer has no right or license to use any CHI IP except as expressly set forth in this Agreement.

- (d) Customer acknowledges and agrees that CHI holds the exclusive right to establish operations of the Centering Model in any setting (including the Practice Sites), and to train any and all individuals with respect to Centering Model implementation. Customer acknowledges that Customer is only authorized to implement the Centering Model at the Practice Sites.
3. Grant of License.
- (a) Subject to all the terms and conditions of this Agreement, CHI hereby grants to Customer a non-exclusive, non-transferable and non-sublicensable license to use, solely at the Practice Sites, (i) the methodologies of and publicly present the Centering Model to patients in connection with Customer's implementation of the Centering Model; and (ii) the Licensed Marks in connection with such presentation of the Centering Model to patients ("**Limited License**"). The licenses granted herein shall not be transferred, sublicensed or assigned by Customer.
- (b) All goodwill and reputation generated by Customer's use of the Licensed Marks shall inure to the benefit of CHI. Customer shall not by any act or omission use the Materials or Licensed Marks in any manner that disparages or reflects adversely on CHI or its business or reputation. In order to preserve the inherent value of the Licensed Marks, Customer agrees to use its best efforts to ensure that it maintains the quality of the Centering Model through Customer's presentation thereof consistent with the Materials and the training provided by CHI's authorized faculty, consultants and staff. Customer agrees that any materials on which it will use the Licensed Marks ("**Customer Materials**") shall be of a standard of quality acceptable to CHI and be, in form and substance, acceptable to CHI. CHI shall have the ability to inspect Customer Materials from time to time upon request. CHI may require Customer to immediately discontinue the use of the Licensed Marks in connection with the use of Customer Materials if they fall below a standard of quality acceptable to CHI or if they are not acceptable to CHI in form and substance.
4. License Term and Renewal. This Agreement shall become effective on the Effective Date for an initial term of one year and may be renewed prior to the anniversary of the Effective Date thereafter (the "**Renewal Date**") upon mutual written consent of the Parties, unless earlier terminated as set forth in Section 11 herein.
5. Annual License Fee. Upon execution of this Agreement and upon each subsequent renewal, Customer agrees to pay CHI an annual license fee, in accordance with CHI's then current pricing schedule ("**Annual License Fee**"). The first Annual License Fee payment is due within 30 days of execution of this Agreement. All other Annual License Fee payments are due within 90 days of the corresponding Renewal Date. Parties agree that the Annual License Fee represents good and valuable consideration for the Limited License described herein. CHI reserves the right to revise its pricing schedule at any time and will provide Customer notice at least 90 days in advance of the next Renewal Date. Annual License Fees accrue from the beginning of the licensing period and are non-refundable.
6. Purchase of Services. Customer may from time to time purchase from CHI implementation support, training, quality assurance or other services ("**Services**"). Fees for such Services shall be paid in accordance with the corresponding invoice ("**Invoice**"), including the terms of sale contained therein ("**Terms of Sale**"), a copy of which will be provided to Customer. Each Invoice, including the Terms of Sale contained therein, is hereby incorporated into this Agreement and made a binding part hereof. The Parties agree that Customer may purchase Services on behalf of itself and/or a third-party and that payment from any source other than Customer shall not operate to discharge Customer from any duties or obligations under this Agreement or any Invoice. Customer shall cause any such third-party to comply with the terms and conditions of this Agreement as if it was Customer hereunder and Customer shall be jointly and severally liable for any breach by such third-party of the terms and conditions hereof.
7. Confidentiality.
- (a) From and after the Effective Date, each Party shall maintain in confidence and not disclose the other Party's financial, technical, sales, marketing, development, personnel, and other information, records, or data, including, without limitation, the other Party's customers, product and service offerings, know how, trade secrets, patents, inventions, procedures, methods (including, without limitation, as to CHI, all methodologies related to the Centering Model), strategies, plans, prices, costs, revenues, employees, agents, customers, business in general, or any other proprietary or confidential information, however recorded or preserved, whether written or oral (any such information, "**Confidential Information**"). The receiving Party shall use the same degree of care, but no less than reasonable care, to protect the other Party's Confidential Information as it uses to protect its own Confidential Information of like nature. Customer may use CHI's Confidential Information only in connection with the Limited License granted herein or as approved in writing by CHI (the "**Permitted Purpose**"). The receiving Party may disclose the other Party's Confidential Information only to its officer, directors, managers, employees, representatives and agents who have a need to know such information for the Permitted Purpose and shall be liable for any breach of these confidentiality provisions by such persons; provided, however, that the receiving Party may disclose the other Party's Confidential Information to the extent such Confidential Information is required to be disclosed by a governmental order, in which case the receiving Party shall promptly notify the other Party, and take reasonable steps to assist in contesting such governmental order or in protecting the other Party's rights prior to

disclosure, and in which case the receiving Party shall only disclose such other Party's Confidential Information that it is advised by its counsel in writing that it is legally bound to disclose under such governmental order.

- (b) Notwithstanding the foregoing, Confidential Information shall not include any information that the receiving Party can demonstrate: (i) was publicly known at the time of disclosure to it, or has become publicly known through no act of the receiving Party or its officer, directors, managers, employees, representatives and agents in breach of this Agreement; (ii) was rightfully received from a third-party without a duty of confidentiality; or (iii) was developed by it independently without any reliance on the other Party's Confidential Information.
 - (c) Upon demand by the disclosing Party at any time, or upon expiration or termination of this Agreement, the receiving Party agrees promptly to return or destroy, at the disclosing Party's option, all of the disclosing Party's Confidential Information. If such Confidential Information is destroyed, an authorized officer of the receiving Party shall certify to such destruction in writing.
8. Competing Services; Other Group Healthcare Services. CHI recognizes the important role that innovation plays in advancing and enhancing healthcare models. CHI also must protect the Centering Model, including, without limitation, CHI IP (including all Improvements, Materials and Licensed Marks) as part of its continuing contribution to such innovation. In order to protect CHI while at the same time encouraging innovation, during the term of this Agreement, Customer shall not, directly or indirectly: (a) engage in the creation, administration, marketing, distribution, commercialization or any other use of any method or service that performs in a substantially similar manner to the Centering Model or that is similar in design, composition, content or function, or otherwise susceptible to lead to confusion with the Centering Model ("**Competing Services**"); or (b) license or otherwise grant the right to any person, legal or natural, to engage in the creation, administration, marketing, distribution, commercialization or any other use of Competing Services by any means or medium whatsoever. Prior to the Effective Date, Customer provided, represented, promoted, marketed, distributed or sold the group healthcare services listed on Exhibit B ("**Other Group Healthcare Services**"). It is expressly understood that Customer's continued provision, representation, promotion, marketing, distribution or sale of Other Group Healthcare Services during the term of this Agreement does not constitute a Competing Service. To the extent Customer wishes to provide, represent, promote, market, distribute or sell a new group healthcare service during the term of this Agreement that does not constitute a Competing Service or otherwise violate any term of this Agreement, Customer may add such service to Exhibit B at any time by giving CHI written notice of such addition prior to the commencement of the new service. For avoidance of doubt, CHI shall not have a consent right with respect to the addition of Other Group Healthcare Services and shall only be entitled to prior written notice. Such notice shall set forth, in detail, the design, composition, content and function of the service(s) to be added to the Other Group Healthcare Services. Customer warrants to CHI that it does not currently provide, represent, promote, market, distribute or sell any Competing Services.
9. Warranty. THE CENTERING MODEL, IMPROVEMENTS, MATERIALS, LICENSED MARKS AND SERVICES (AND THEIR RESULTS AND PERFORMANCE) ARE LICENSED AND PROVIDED TO CUSTOMER "AS IS" WITH ALL FAULTS, WITHOUT ANY WARRANTIES OR OBLIGATIONS OF ANY KIND, INCLUDING BUT NOT LIMITED TO OBLIGATIONS OF INDEMNITY. ALL WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
10. Material Breach. The following activities shall constitute material breach of this Agreement by Customer, and shall trigger CHI's immediate right to pursue all remedies to which it is entitled, including without limitation injunction without the posting of bond; however, in no event shall these be considered an exhaustive list of events constituting a material breach:
- (a) Failure by Customer to pay the Annual License Fees or an Invoice when due.
 - (b) Any activity by Customer, or its officers, directors, employees, or agents, constituting teaching, training, promotion, or other implementation of the Centering Model absent the express consent of CHI. This Section 10(b) is intended to apply regardless of whether the method taught, promoted, or otherwise implemented is expressly described as a "Centering Model" by the individuals engaging in the activity.
 - (c) Any copying, reproducing, displaying, modification, distribution or translation of Materials by Customer, its officers, directors, employees, and agents, in any form including electronic, absent the express prior written consent of CHI.
 - (d) Any breach of Customer's obligations with regard to the CHI IP or CHI Confidential Information.
 - (e) Customer's commission of fraud or other dishonest act in connection with the performance of this Agreement.
 - (f) Customer's engaging in Competing Services.

11. Termination.

- (a) Termination for Breach. Either Party may terminate this Agreement for cause immediately upon written notice. As used in this Section 11(a), “*cause*” shall include ceasing to operate, insolvency, bankruptcy, loss of statutory or regulatory authority to conduct the Services, or a material breach of this Agreement (as defined in Section 10).
- (b) Termination Without Cause. Either Party may terminate this Agreement for convenience upon thirty (30) days prior written notice to the other Party.
- (c) UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT FOR ANY REASON, CUSTOMER MUST IMMEDIATELY CEASE ALL USE OF MATERIALS AND THE CHI IP (INCLUDING LICENSED MARKS).

12. Miscellaneous Provisions.

- (a) Survival. All rights and obligations granted under Sections 2, 3(b), 7, 9, 11(c), 12(b) and 12(d) shall survive.
- (b) Governing Law; Dispute Resolution. This Agreement shall in all respects be interpreted, construed and governed by and in accordance with the internal substantive laws of the State of Massachusetts without regard to its conflict of law rules. Except as otherwise provided, the Parties agree that any controversy, dispute, or disagreement that arises out of or relating to this Agreement shall first be resolved through informal discussions. If after ninety (90) days the Parties are unable to resolve the matter through informal discussions, either Party may seek legal recourse through the court of appropriate jurisdiction in Suffolk County, Massachusetts.
- (c) Indemnification. To the extent permitted by law, each Party agrees to indemnify, defend and hold harmless the other Party including each of their respective officers, directors, employees, and agents and each of their permitted successors and assigns from and against all claims, suits, losses, damages, liabilities, and expenses (including without limitation attorneys’ fees and litigation costs), arising out of or resulting from a breach of any of the terms of this Agreement by the indemnifying party or the negligent acts or omissions of the indemnifying party, its officers, employees or agents occurring during or in connection with its performance under this Agreement.
- (d) Limitation on Damages. Neither Party shall be liable to the other or any other person for any indirect, incidental, consequential, punitive or special damages whatsoever (including without limitation, any damages claimed for loss of income, revenue, or profits or for loss of goodwill) arising from or related to services provided pursuant to this Agreement, even if advised of their possibility. AND IN ANY EVENT, CHI’S TOTAL LIABILITY TO CUSTOMER HEREUNDER SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER DURING THE TERM OF THIS AGREEMENT. The exclusions and limitations in this Section 12(d) shall not apply to claims pursuant to Sections 2, 7, and 8.
- (e) Assignment. Customer shall not assign this Agreement to another without the prior written consent of CHI, which consent shall not unreasonably be withheld or delayed. CHI shall have the right to assign this Agreement without the consent of Customer. Any other purported assignment shall be void.
- (f) Notices. All notices, demands or other writings shall be deemed sufficiently given if personally delivered or deposited in the United States mail in a properly stamped envelope, certified or registered mail, return receipt requested, or delivered to an overnight mail service, or by facsimile delivery, call-back requested, addressed to the Party to whom it is given at the addresses or numbers set forth below or such other persons or addressees or numbers as shall be given by notice of any Party.

If to CHI to: Centering Healthcare Institute, Inc. If to Customer to:
89 South Street, Suite 404
Boston, MA 02111
Attn: Practice Services

Attn:

- (g) Insurance. Each Party warrants and represents to the other that it has adequate liability protection, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by such Party. Each Party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that Party and the officers, employees, and agents thereof. Each Party will provide a certificate of insurance to the other on request not more than once annually.
- (h) Force Majeure. Neither Party shall be deemed to have breached this Agreement if its failure to perform all or any part thereof results from acts of war, flood, earthquake, strike, riot, terror attack, fire, or other act of God, or by reason of the judgment, ruling or order of any court or agency of competent jurisdiction occurring subsequent to the Effective Date.

- (i) Entire Agreement. This Agreement embodies the entire understanding between the Parties, and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement, including Exhibit A, shall be effective unless made in writing and signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as set forth below.

CUSTOMER:

CENTERING HEALTHCARE INSTITUTE, INC.:

Signature

Date

CHI Signature

Date

Name

Name

Title

Title

EXHIBIT A

Practice Sites

1. insert Practice Site name and location address
2. insert Practice Site name and location address
3. insert Practice Site name and location address
4. insert Practice Site name and location address
5. insert Practice Site name and location address

EXHIBIT B

Other Group Healthcare Services

- 1.
- 2.
- 3.
- 4.
- 5.