

LIMITED LICENSE AGREEMENT

PLEASE READ THIS LICENSE AGREEMENT CAREFULLY BEFORE USING THE FUNCTIONAL RATING INDEX (FRI) IN YOUR WEB SITE(S). BY CLICKING THE "I AGREE" BUTTON AND PURCHASING AN WEB SITE FRI LICENSE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE.

THIS AGREEMENT is entered into between you (hereinafter referred to as "PURCHASER") and Ronald J. Feise, DC (hereinafter referred to as "Feise").

WHEREAS, Feise owns a copyrighted clinical outcomes measurement instrument known as the Functional Rating Index ("FRI"); and

WHEREAS, PURCHASER wishes to use the FRI instrument on its web site for the purposes specified below.

NOW, THEREFORE, in consideration for the payment specified herein, Feise hereby grants to PURCHASER a limited license to use and distribute the FRI instrument as set forth below.

PURPOSE OF USE:

PURCHASER is granted the right to use the FRI instrument on PURCHASER's web site for use in clinical practice at PURCHASER's clinic(s).

NON-MODIFICATION AND LIMITATION OF USE:

PURCHASER may not sell, lease, transfer, enhance or modify the FRI instrument in any way without prior written authorization from Feise. Any copies of the FRI instrument used by PURCHASER must use the exact words and format as it appears on the Institute of Evidence-Based Chiropractic web site. The FRI instrument used by PURCHASER must contain the statement "© Institute of Evidence-Based Chiropractic www.chiroevidence.com."

PROPRIETARY RIGHTS:

The FRI and any and all copyrights or rights under the trade secret laws of any jurisdiction shall be and remain at all times the property of Feise. PURCHASER shall have no rights, title, or interest in the FRI, except as expressly provided in this Agreement.

FORMAT:

PURCHASER is hereby granted the right to use the FRI instrument in electronic format via PURCHASER's web site for use by PURCHASER's staff and patients.

WARRANTY:

Feise warrants that he is the owner of the FRI instrument, owns all copyrights thereto, and has the right to grant the license hereunder.

AS-IS:

PURCHASER understands and acknowledges that a product such as the FRI is inherently subject to discovered and undiscovered defects. Feise cannot and does not represent or warrant to PURCHASER that the FRI is free from such defects, or that its results will be effective or suitable with respect to any particular application. FRI is licensed as-is.

INDEMNIFICATION:

PURCHASER agrees to indemnify, defend, and hold Feise harmless from and against any and all liabilities, claims, losses, costs, damages, and expenses of every kind and character, including attorney's fees and costs, incurred in connection with any claims arising out of this Agreement caused by the negligence or misconduct of PURCHASER or its agents, contractors, providers, or employees.

LICENSE PAYMENT:

In consideration for the grant of a license herein, PURCHASER shall pay to Feise a one-time fee based upon the license duration and the number of licensed health care practitioners associated with PURCHASER's web site.

DURATION:

The term of this Agreement shall be limited to the license duration selected by PURCHASER, commencing on the date of this Agreement. Upon the expiration of the term, PURCHASER shall have the option of entering into another Agreement with Feise for use of the FRI instrument.

NON-TRANSFERABILITY:

The rights and privileges granted to PURCHASER by Feise under this Agreement may not be transferred, conveyed, sold or sub-licensed by PURCHASER to any other entity, except as specifically set forth herein.

CHOICE OF LAW:

The laws of the State of Arizona, U.S.A. shall govern this agreement and any interpretations or considerations hereof. Further, the place of performance and transaction of business shall be deemed to be in the County of Maricopa, State of Arizona, U.S.A., and in the event of litigation, exclusive venue and place of jurisdiction shall be in Maricopa County, Arizona, U.S.A.

The date of this Agreement shall be the date on which PURCHASER purchases this License Agreement.