BUSINESS USE AGREEMENT

This shall serve as a legal and binding Agreement by and between The University of Cincinnati, a state institution of higher education organized under Section 3361 of the Ohio Revised Code, having a principal place of business at 2600 Clifton Ave., Cincinnati, Ohio 45221 ("University"), and [insert corporate name], a corporation organized under the laws of the state of [State], having a principal place of business at [address]. ("Business").

WHEREAS, the University is authorized to enter into this Agreement for the purpose of authorizing the use of its [insert name of mark/logo] (hereinafter "[name]") in the manner provided herein.

WHEREAS, the University owns and controls the [name of mark/logo].

WHEREAS, the Business desires to use the [name of mark/logo] in connection with its corporate logo.

NOW, therefore, in consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

1. OWNERSHIP OF RIGHTS. The Business acknowledges and agrees that the University is the sole and exclusive owner of all trademark, service mark or other proprietary rights, title and interest in and to the [name of mark/logo] as shown on the attached Appendix A, as well as any derivatives of the [name of mark/logo], and all rights relating thereto are expressly reserved by the University. University shall also be deemed to have rights as a third party beneficiary of this Agreement.

2. GRANT.

University hereby grants to the Business permission to use the [name of mark/logo] in connection with its corporate logo as shown on the attached Appendix B. Any additional use of this logo must be approved by the University's Director of Licensing and incorporated by an amendment to this agreement. The Business shall not use any other property of the University in connection with its business, services or otherwise.

3. TERM/TERMINATION.

(a) This Agreement shall be deemed effective the date of the last signature below and shall expire on [enter expiration date], unless terminated sooner or extended in accordance with the provisions hereof. Thereafter, this Agreement shall automatically be extended for additional yearly periods under the same terms and conditions unless either party shall give written notice of termination at least sixty (60) days prior to the end of the respective period.

(b) This Agreement may be terminated for cause by the University effective upon thirty (30) days written notice to the Business.

(c) This Agreement shall be deemed automatically terminated in the event that Business closes, ceases doing business in the manner in which it presently operates, files any petition under any federal or state bankruptcy statute, or is adjudicated bankrupt or insolvent, or sells, assigns or otherwise transfers ownership of the Business. Further, Business shall notify any buyer, assignee, or transferee of this Agreement, its termination, and that the buyer, assignee or transferee cannot use the [name of

mark/logo] or any other property associated with the University in connection with its business or services.

4. RIGHTS FEE. Business, in consideration of the rights granted herein, will pay University an annual rights fee in the amount of [enter fee] ($xxxxx).

5. QUALITY CONTROL AND GOOD WILL.

(a) In the event that Business wants to have any items displaying the [name of mark/logo] manufactured for its own personal use, as promotional materials, or otherwise, Business must ensure that such item is manufactured by a company licensed by the University. The manufacture of any item by a company not licensed by the University is grounds for immediate termination of this Agreement by the University.

(b) The manner and style in which the [name of mark/logo] is used by the Business and the quality of the services provided by the Business shall be of high and consistent quality, and shall remain consistent throughout the Term and any extensions. In the event that the above-stated quality standards are not maintained, University has the right to require the Business to terminate use of the [name of mark/logo].

(c) The Business shall notify University of any significant change in the nature, purpose or character of the Business, or its services or activities. University has the right to, upon reasonable notice to Business, inspect the Business' premises to ensure that the Business has maintained the high quality of services and proper use of the [name of mark/logo] in a manner consistent with that approved by the University.

(d) The Business agrees that its use of the [name of mark/logo] inures solely to the benefit of the University and the Business shall not acquire any rights in the [name of mark/logo].

6. INDEMNIFICATION AND INSURANCE.

(a) The University shall not have any liability arising out of the Business' use of the [name of mark/logo] during the Term, or any extensions. The Business hereby agrees to indemnify and hold harmless the University and their officers, employees and agents from any and all liability which arises in connection with the Business' use of the [name of mark/logo].

(b) Business shall maintain Commercial General Liability insurance, including product, advertising and contractual liability insurance, providing protection for the University, and their respective officers, employees and agents as additional insured parties against any claims, demands, causes of action, or damages, including reasonable attorney's fees, arising out of Business' use of the [name of mark/logo]. Licensee agrees that such insurance policy shall provide coverage of one million dollars ($1,000,000) for personal injury, bodily injury and property damage arising out of each occurrence, or Business' standard policy limits, whichever is greater.

7. INJUNCTIVE RELIEF. Business acknowledges that its breach or threatened breach of this Agreement will result in immediate and irremediable damage to the University and that money damages alone would be inadequate to compensate the University. Therefore, in the event of a breach or threatened breach of this Agreement by Business, the University may obtain and enforce injunctive relief prohibiting the breach or threatened breach.

8. RELATIONSHIP OF PARTIES. Nothing herein contained shall be construed to place the parties in the relationship of partners, joint venturers, or agents, and Business shall have no power to obligate or bind the University in any manner whatsoever, and the University does not in any way represent itself as a guarantor of the quality of any product or service produced or provided by the Business.

9. WAIVER. No waiver by either party of a breach or a default hereunder shall be deemed a waiver by such party of a subsequent breach or default of a like or similar nature.

10. SEVERABILITY. In the event that any term or provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same shall have been held to be invalid, illegal or unenforceable, had never been contained herein.

11. INTEGRATION. This Agreement represents the entire understanding between the parties hereto with respect to the subject matter hereof and this Agreement supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject matter hereof and cannot be modified except by a written instrument signed by the parties hereto.

12. APPLICABLE LAW. This Agreement shall be governed by the laws of the state of Ohio.

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement.

The University of Cincinnati	**Company Name**
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

APPENDIX A

The University of Cincinnati's [name of mark/logo]

Insert University mark/logo to be used

APPENDIX B

[insert Corporate name] Corporate Logo

Insert graphic of the corporate logo that includes the University mark/logo

Approved uses such as letterhead, business cards, presentations, signage outside clinical offices, and various products for marketing purposes subject to the design review and approval by the University's Director of Licensing.