

VGM GROUP, INC.

FUNCTIONAL MOBILITY ASSESSMENT (FMA)

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1. LICENSE GRANT: COMPANY grants LICENSEE a non-exclusive license for the territory of Latin America and the Caribbean (the “License”), in the manner described below under “Scope of Grant,” to use the “FMA” developed by Mark R. Schmeler and Margo B. Holm of the UNIVERSITY faculty, including but not limited to any and all authorized versions, revisions, modifications, and foreign-language translations thereof (collectively, “Versions”), and any and all authorized tools, applications or other derivatives thereof (collectively, “Tools”), whether now existing or hereafter created or developed. For the avoidance of doubt, any reference herein to the FMA includes the FMA and all of its Versions and Tools.

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- (a) use the FMA to collect data through the evaluation of rehabilitation patients and rehabilitation equipment performance;
- (b) make copies of the FMA in sufficient quantity for use in the evaluations; and

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- (f) remove any proprietary copyright notices, labels or markings on the FMA.

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5. **EXPORT LAWS.** LICENSEE acknowledges and agrees that the FMA may be subject to export controls in the United States and other countries. LICENSEE agrees to comply with all United States export laws and regulations and with all export or import regulations of other countries, and LICENSEE shall not and shall not allow any third-party to remove or export from the United States or allow the export or re-export of any part of the FMA or any direct product thereof (a) into (or to a national or resident of) any embargoed or terrorist-supporting country (a “Prohibited Country”); (b) to anyone on the U.S. Commerce Department’s Table of Denial Orders or U.S. Treasury Department’s list of Specially Designated Nationals (a “Prohibited Person”); or (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export (a “Restricted Country”) without first obtaining such license or approval. LICENSEE hereby represents and warrants that it is not a Prohibited Person and that the FMA will not be used in or delivered to any Prohibited Country. LICENSEE assumes sole responsibility for any required export approval and/or licenses and all related costs and for the violation of any United States export law or regulation.

6. **INDEMNIFICATION:** The entire risk as to exercise of the License rights and the use and performance of the FMA is assumed by LICENSEE. LICENSEE shall defend, indemnify and hold harmless UNIVERSITY AND COMPANY, and the trustees, shareholders, officers, employees and agents of each of them, from and against any and all claims, demands, damages, losses, and expenses of any kind (including but not limited to attorneys’ fees), relating to or arising from the License or the LICENSEE’s use or disposition of the FMA under this Agreement. This section shall survive the expiration or termination of the License or this Agreement for any reason.

7. TERMINATION: The License shall terminate automatically if LICENSEE fails to comply with the limitations described herein or if a controlling interest in LICENSEE is sold to another company, all or substantially all of the assets of LICENSEE are sold, or if LICENSEE fails to conduct operations as a going concern. The License may also terminate on prior written notice of COMPANY due to UNIVERSITY'S termination of its license to COMPANY. On termination, LICENSEE must destroy or return all copies of the FMA, and upon request, certify that fact in writing to either COMPANY or UNIVERSITY.

8. CHOICE OF LAW: This Agreement shall be construed and interpreted in accordance with the internal laws of the Commonwealth of Pennsylvania. The forum for any action relating to this Agreement shall be the Courts of Allegheny County, Pennsylvania, or, if in a federal proceeding, the United States District Court for the Western District of Pennsylvania.

9. ENTIRE AGREEMENT. This Agreement is the entire agreement of the parties with respect to the subject matter hereof. It may be amended only in a written instrument signed by the parties. This Agreement is binding upon the parties and their respective heirs, personal representatives, successors and assigns.

[The remainder of this page is left intentionally blank.]

By the signature below of an individual authorized to execute contracts on behalf of the LICENSEE, the terms above are hereby agreed to with the intent of being legally bound with an effective date of the last signature below.

U.S. REHAB,
A DIVISION OF VGM GROUP, INC.

By _____

Date _____

LICENSEE

By: Licensee Representative

Name _____

Company _____

Title _____

Date _____