

[Company Name]
[attn]
[address]
[city, state and zip]

Re: Permission to Use ACIST Medical Company Works

Dear Sir/Madam,

Thank you for your request to use images available from ACIST Medical in your marketing, promotional and/or consumer information materials. We are happy to assist by providing the items you have requested, as available, at no cost to you. After we receive a signed copy of this agreement, we will send the available items for your [Type here].

By this letter agreement (the "Agreement"), ACIST Medical on behalf of itself, its parent, subsidiary and affiliates (collectively "ACIST") agrees to provide [Company Name] (referred to herein as "you" or "your") certain product images and text, defined in the attached Exhibit A ("Works"), to be used with our Trademarks, also defined in Exhibit A ("Trademarks") (together referred to as "Materials"), for use in your materials. ACIST agrees to provide the Materials in exchange for your agreement to the terms and conditions stated herein.

1. **License.** ACIST grants to you, subject to the terms and conditions herein, a non-exclusive, non-transferable limited license to reproduce the Materials solely in your [Type here] to promote and describe ACIST products. If necessary, you may resize the Materials for printing or display and retype. However, you may not modify the text or any font size or style. Any Material in electronic media shall be accessible only as a screen display and not as individual files. You may permit viewers of your [Type here] to print a single copy of your web site content for their use in learning about, evaluating, or acquiring ACIST products. However, you shall ensure that it will not be possible for viewers to copy or otherwise reproduce or alter the Material in the normal course of viewing the electronic media.
2. **Title.** Except for the rights granted herein, ACIST retains all rights, title, and interest in and to the Materials. You do not and will not obtain any ownership rights in or to the materials or any intellectual property related thereto as a result of the license granted by ACIST herein.
3. **Term.** The initial term of this Agreement will commence upon your signing of this Agreement and expire five (5) years thereafter, unless renewed by the parties for another five (5) years; provided, however, that this Agreement may be terminated earlier pursuant to the terms contained herein.

4. **Termination.** If you violate any terms or conditions of this Agreement, ACIST may terminate this Agreement and the license herein by giving five (5) days prior written notice. In addition, ACIST may terminate this Agreement and the licenses granted herein at any time for any reason by giving thirty (30) days prior written notice. You may terminate this Agreement and the licenses granted herein at any time upon written notice to ACIST. Upon termination of this Agreement for whatever reason, you shall return all the Works and Trademarks, including any copies thereof, and immediately cease using, reproducing and displaying them.
5. **Reservation of Right to Review and Approve.** ACIST reserves the right to review and approve your use of its Materials prior to publication. If so desired, ACIST will ask, in writing, for copies of the Materials. Should ACIST not approve your use of its Materials, you will, as directed by ACIST, modify their use to conform as directed or withdraw them. You must ensure that the Materials fully comply with applicable country, federal, state and local laws.
6. **Trademarks and Copyright.** ACIST is the owner of all trademarks, whether or not registered. All product images and accompanying text are copyrighted by ACIST. Each use of the Materials must retain all trademark notices and state that ACIST is the product manufacturer.
7. **Assignment.** This Agreement shall not be assigned by you; however, it shall be binding on your successors.
8. **Infringement.** You shall promptly notify ACIST of any claim made upon you based upon your use of the Works, including without limitation claims for infringement of any U.S. copyright or trademark. ACIST shall defend against any such claims by a third party.

In addition, you shall promptly notify ACIST of any unauthorized use of the Works or Trademarks by others. The decision whether to prosecute a claim for infringement of ACIST's intellectual property is at the sole discretion of ACIST.

9. **Discontinuance of Products.** ACIST reserves the right to discontinue a product at any time. Upon such discontinuance, you shall cease using the Works or Trademarks in any manner with respect to such discontinued product.
10. **General.**
 - a) This Agreement constitutes the entire agreement between you and ACIST relating to the subject matter hereof and supersedes all prior agreements with respect to such subject matter.

- b) This Agreement may be amended or modified only in a writing signed by each party.
- c) No waiver or consent of either party to any default in any term or condition of this Agreement shall constitute a waiver of, or consent to any succeeding default in the same or any other term or condition hereof.
- d) This Agreement does not create a partnership, principal/agent relationship or joint venture between the parties. Neither party has authority to legally bind the other.
- e) This Agreement will be interpreted in accordance with the laws of the State of Minnesota, excluding its choice of law provisions, and such state is designated as the jurisdiction and venue for the resolution of any dispute that may arise hereunder.

Please indicate your acceptance of these terms and conditions by signing and returning a copy of letter to ACIST Medical.

ACIST Medical

Company:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

WORKS:

ACIST Medical product information as listed within the following documents:

TRADMARKS:

As listed within the following documents:

EXHIBIT B

The term “Materials” as used in this Agreement (referring to your publication or promotional materials) shall mean exclusively the following: