

## **TRADEMARK LICENSE AGREEMENT**

This License Agreement (“Agreement”) is effective as of the 24th day of June, 2013 (the “Effective Date”), by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), acting through the Louisiana Health Sciences Center at New Orleans (“LSUHSC-NO”) and its Health Care Services Division (“HCSD”), University Hospital & Clinics, Inc., (“UH&C”) and Lafayette General Health System, Inc. (“LGHS”) (“UH&C” and “LGHS” are collectively referred to as LICENSEE and all of the foregoing are collectively referred to as “Parties” and individually as “Party”).

WHEREAS, UH&C, LGHS, LSU, State of Louisiana, Division of Administration, and State of Louisiana, Department of Health and Hospitals are parties to that certain Cooperative Endeavor Agreement executed on or about May 14, 2013 (the “CEA”), whereby LICENSEE has agreed to provide specified healthcare operations and services through the University Medical Center located in Lafayette, Louisiana and previously managed through LSU and LSUHSC-NO (the “Hospital”);

WHEREAS, UH&C and LGHS recognize that the comprehensive transitions provided under the CEA contemplate an orderly and global transformation of multiple information technology and related services in timely fashion without material disruption of services and has therefore agreed to enter into a Transition Services Agreement with LSU whereby HCSD will continue to provide certain specified transition services to the Hospital consistent with the services HCSD has previously provided to the Hospital while it was under the control and direction of LSU (the “Services”);

WHEREAS, the Hospital, while under the direction and control of LSU, has previously used the mark “LSU Health” (the “LSU MARK”) to generally identify its association with LSU and LICENSEE desires to continue the Hospital’s use of the LSU MARK to identify LSU’s continued association with the Hospital pursuant to the terms of the CEA;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **ARTICLE 1 - DEFINITIONS**

1.1 “FIELD OF USE” means use of LSU MARK within the field of medical and healthcare services.

1.2 “SITES” means the current location of the Hospital as set forth on Exhibit A hereto, and such other locations as LSU and LICENSEE may mutually specify by written amendment and/or addendum to this Agreement.

### **ARTICLE 2 – TRADEMARK LICENSE**

2.1 Grant of Trademark License. LSU hereby grants to LICENSEE a royalty-free, non-exclusive, non-assignable right to use the LSU MARK in and on the buildings at the SITES and

Internet websites for the Hospital in connection with any activities undertaken by LICENSEE within the FIELD OF USE at the SITES. The marketing rights shall include, but not be limited to, the right to use the LSU MARK in connection with advertising, publicity, and promotional materials relating to activities undertaken by LICENSEE within the FIELD OF USE. The foregoing license shall extend to all normal channels of distribution, including but not limited to the Internet.

2.2 Protection of the LSU MARK and Goodwill. For so long as this Agreement remains in force, LICENSEE shall comply with the following obligations:

(a) Quality Standards. LICENSEE agrees that the nature and quality of the services rendered by LICENSEE within the FIELD OF USE in connection with the LSU MARK shall be of high standard and of such style, appearance and quality as to be adequate and suited to their exploitation to the advantage and to the protection of the LSU MARK and the goodwill pertaining thereto; and that LICENSEE's use of the LSU MARK shall in no manner reflect adversely on the goodwill and/or good name of LSU, its affiliated entities, or the LSU MARK.

(b) Use of the LSU MARK. LICENSEE shall use the LSU MARK on or in connection only with the services provided within the FIELD OF USE at the SITES. LICENSEE agrees that it shall only use the LSU MARK together with the name of the Hospital and use the phrase "an affiliate of" or "affiliated with" when referencing the Hospital in any advertising and promotional materials and/or any signage located at the SITES. LICENSEE further agree that the quality of all advertising, signage and promotional materials bearing the LSU MARK or disseminated in connection with the services, within FIELD OF USE, delivered at the SITES shall, at least, be of the same quality as advertising, signage, and promotional materials previously associated with the LSU MARK.

(c) Cooperation with LSU. LICENSEE agrees to reasonably cooperate with LSU and/or HCSD in facilitating LSU's control and quality of all services (subject to the terms of the CEA) rendered by LICENSEE within the FIELD OF USE and to provide HCSD with pre-production samples and specimens of all signage, goods, advertising materials, labels, or other written materials of any nature whatsoever bearing or offered in connection with the LSU MARK for HCSD's prior written approval, which approval shall not be unreasonably withheld. HCSD shall approve or disapprove any specimens or materials provided for its review within ten (10) business days of receipt, after which time approval shall be presumed to be denied. Express disapproval of any specimens or materials shall be made by HCSD in writing expressly stating the reasons for disapproval. LICENSEE shall not distribute any goods or materials bearing the LSU MARK which have not been pre-approved by HCSD, nor shall LICENSEE make any changes to any specimens or materials which were previously approved by HCSD without resubmitting the same for HCSD's approval.

(d) Non-Impairment of Mark. LICENSEE recognizes the value and goodwill associated with the LSU MARK and acknowledges LSU's ownership thereof and shall not:

- (i) challenge the validity of the LSU MARK or any registration therefor;
- (ii) contest the fact that its rights under this Agreement are solely those of a non-exclusive licensee;

- (iii) attempt to register the LSU MARK in its own name;
- (iv) use the LSU MARK in any manner that would jeopardize LSU's rights in the LSU MARK; or
- (v) knowingly do any act that would invalidate or be likely to invalidate LSU's trademark registrations.

(e) Use of the LSU MARK on Marketing Materials. LICENSEE may not combine the LSU MARK with any other marks, names or symbols other than those of LICENSEE and the name of the Hospital with which it is being used, unless it obtains HCSD's prior written consent. LICENSEE may not make any significant change in the presentation of the LSU MARK as affixed on the advertising, marketing, and promotional materials, unless it obtains HCSD's prior written consent.

(f) Compliance With LSU Policies and Standards. In addition to the license terms and restrictions set forth herein, LICENSEE agree to reasonably adhere to and comply with LSU's general trademark policies and procedures as amended from time to time and generally applicable to similar LSU licensees, all of which shall be posted online by LSU or otherwise made available to LICENSEE and similar LSU licensees.

### **ARTICLE 3 - ENFORCEMENT**

3.1 Notice of Infringement. LICENSEE shall promptly advise LSU in writing of any known, unauthorized acts or infringement or potential infringement of the LSU MARK. LSU shall have sole discretion in deciding whether and to what extent any enforcement action may be initiated against any third party and/or in connection with any other issue affecting LSU's proprietary rights in and to the LSU MARK.

### **ARTICLE 4 - NO WARRANTIES**

4.1 LSU, INCLUDING ITS BOARD MEMBERS, AFFILIATES, OFFICERS, EMPLOYEES, AND AGENTS, MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND.

4.2 LICENSEE shall not make any statements, representations or warranties whatsoever to any person or entity, or accept any liabilities or responsibilities whatsoever from any person or entity that are inconsistent with any disclaimer or limitation included in this Article 4.

4.3 LICENSEE AGREES THAT IN NO EVENT SHALL LSU, INCLUDING ITS BOARD MEMBERS, AFFILIATES, OFFICERS, EMPLOYEES, AND AGENTS, BE LIABLE TO LICENSEE, WHETHER SUCH LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, INFRINGEMENT, WARRANTY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR RELIEF ARISING OUT OF OR RELATING TO THIS AGREEMENT, ITS SUBJECT MATTER, OR ANY CONDUCT RELATING THERETO.

## **ARTICLE 5 – INDEMNITY AND INSURANCE**

5.1 **Indemnity for LICENSEE Use.** LICENSEE shall defend, indemnify and hold LSU harmless, including LSU's Board members, affiliates, officers, employees, and agents, for and against any and all claims, demands, damages, losses, and expenses of any nature (including attorneys' fees and other litigation expenses), resulting from, but not limited to, death, personal injury, illness, property damage, economic loss, or products liability arising from or in connection with (i) any use by LICENSEE of the LSU MARK that is in violation of this Agreement, and (ii) any other damages, losses and/or claims arising from any act or omission by LICENSEE related to the use of the Trademark that is in violation of this Agreement.

5.2 **Indemnity by LSU.** LSU shall defend, indemnify and hold LICENSEE harmless, including LICENSEE's board members, affiliates, officers, employees, and agents, for and against any and all claims, demands, damages, losses, and expenses of any nature (including attorneys' fees and other litigation expenses) arising from or in connection with any claim asserted against LICENSEE by a third party alleging that LICENSEE's use of the LSU MARK, in compliance with this Agreement, infringes the trademark or similar rights of said third party.

5.3 **Participation by LSU and LICENSEE.** LSU and LICENSEE are entitled to participate at their option and expense through counsel of their own selection, and may join in any legal actions related to any such claims, demands, damages, losses and expenses under this Article 5.

5.4 **Required Insurance Coverage.** LICENSEE shall have and maintain sufficient liability insurance or in some situations, sufficient self-funded resources to address claims arising out of its use of the LSU MARK, including any indemnity claims owed to LSU, consistent with its current commercial practice.

## **ARTICLE 6 – TERM AND TERMINATION**

6.1 **Term.** This Agreement becomes effective on its Effective Date and, unless earlier terminated under another specific provision of this Agreement, remains in effect for an initial term of one (1) year. Unless either Party notifies the other Party of its intent not to renew the term of this Agreement within sixty (60) days of the expiration of the then applicable term, upon the expiration of the term (and any renewal term) this Agreement shall renew for an additional year.

6.2 **Termination for Breach.** Subject to the satisfaction of the dispute resolution procedures set forth in subsection 8.2 hereof, if either Party fails to perform its obligations in accordance with this Agreement, the non-breaching Party may give the Party in breach written notice of such failure and the Party in breach shall have thirty (30) days from the date of such notice (the "Cure Period") to cure such failure to the reasonable satisfaction of the non-breaching Party. If the Party in breach does not cure such failure within the Cure Period, the non-breaching Party, at its option, may terminate this Agreement.

6.4 **Termination of Licensed Rights.** Upon any termination of this Agreement, and except as provided herein to the contrary, all rights and obligations of the Parties hereunder shall cease, except any previously accrued rights and obligations and further excluding: (i) LICENSEE's

and LSU's indemnity obligations pursuant to Article 5; (ii) any cause of action or claim of LICENSEE or LSU accrued or to accrue because of any breach or default by the other Party hereunder; and (iii) all other terms, provisions, representations, rights and obligations contained in this Agreement that by their sense and context are intended to survive until performance thereof by either or both Parties.

## **ARTICLE 7 - NOTICES**

7.1 Notices. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or three (3) days after being deposited in the United States mail, postage prepaid, or one (1) day after being deposited with the overnight courier, addressed as follows:

If to UH&C:

University Hospital & Clinics, Inc.,  
1214 Coolidge Street  
Lafayette, Louisiana 70705  
Attn: Chief Executive Officer

with a copy to:

If to LGHS:

Lafayette General Health System, Inc.  
1214 Coolidge Street  
Lafayette, Louisiana 70705  
Attn: General Counsel

If to LSU:

Board of Supervisors of Louisiana State University and  
Agricultural and Mechanical College  
3810 West Lakeshore Drive  
Baton Rouge, Louisiana 70808  
Attn: Executive Vice President for Health Care

with a copy to:

LSU System Office  
3810 West Lakeshore Drive  
Baton Rouge, Louisiana 70808  
Attn: Vice President of Health Affairs

with a copy to:

Board of Supervisors of Louisiana State University and  
Agricultural and Mechanical College  
Health Care Services Division  
5429 Airline Highway  
Baton Rouge, Louisiana 70805  
Attn: Chief Executive Officer

with a copy to:

Taylor, Porter, Brooks & Phillips, L.L.P.  
Attn: Marc Whitfield  
451 Florida St., 8<sup>th</sup> Floor  
Baton Rouge, Louisiana 70801

## **ARTICLE 8 - MISCELLANEOUS PROVISIONS**

8.1 Governing Law. This Agreement shall be construed, governed, interpreted and applied according to United States and Louisiana law (disregarding choice of law provisions).

8.2 Dispute Resolution and Jurisdiction. In the event of a controversy or claim arising out of or relating to this Agreement, or the breach, validity, or termination of this Agreement, the Parties shall first negotiate in good faith for a period of sixty days to try to resolve the controversy or claim. If the controversy or claim is unresolved after these negotiations, the Parties shall then make good-faith efforts for sixty days to mediate the controversy or claim in Baton Rouge, Louisiana before a mediator selected by the Center for Public Resources, Inc. (New York, New York) (“CPR”), under CPR’s Model Mediation Procedure for Business Disputes in effect as of the Effective Date. If the controversy or claim is unresolved after mediation, on the written demand of either Party any controversy arising out of or relating to this Agreement or to the breach, termination, or validity of this Agreement shall be settled by binding arbitration in Baton Rouge, Louisiana in accordance with CPR’s Rules for Non-Administered Arbitration of Patent and Trade Secret Disputes in effect as of the Effective Date, before a single arbitrator. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1-16, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All applicable statutes of limitation and defenses based on the passage of time shall be tolled while the procedures described in this Paragraph are pending. LSU, LICENSEE shall each take such action, if any, required to effectuate this tolling. Each Party is required to continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement. Otherwise, any controversy arising under or relating to this Agreement, or the breach, termination, or validity of this Agreement, may be adjudicated only in a court, state or federal, having jurisdiction over the subject matter and including Baton Rouge, Louisiana within its territorial district. Both Parties consent to the jurisdiction and venue of such a court. A Party's right to demand arbitration of a particular dispute arising under or related to this Agreement, or the breach, termination, or validity of this Agreement, shall be waived if that Party either: (1) brings a lawsuit over that controversy or claim against the other Party in any state or federal court; or (2) does not make a written demand for mediation, arbitration, or both within 60 days of service of process on that Party of a summons or complaint from the other Party instituting such a lawsuit in a state or federal court of competent jurisdiction.

8.3 Severability. If an arbitrator or a court of competent jurisdiction finds any term of this Agreement to be invalid, illegal, or unenforceable, then that term will be curtailed, limited or deleted, but only to the extent necessary to remove the invalidity, illegality, or unenforceability, and without in any way affecting or impairing the remaining terms.

8.4 Construction. This Agreement has been mutually negotiated by the Parties and shall be fairly interpreted in accordance with its terms without strict interpretation or construction in favor or against any Party. As used herein, the singular number shall include the plural, the plural the singular and the use of the masculine, feminine or neuter gender shall include all genders, as the context may require. The paragraph headings of this Agreement are for convenience only and shall not limit or otherwise affect any of the terms hereof.

8.5 Waiver. No waiver by either Party of any breach of this Agreement, no matter how long continuing nor how often repeated, shall be construed as a waiver of any subsequent breach; nor shall any delay or omission by either Party to exercise any right under this Agreement be

construed as a waiver of that right. No waiver shall be deemed valid unless it is in writing and signed by an authorized representative of each affected Party.

8.6 Compliance with Laws. LICENSEE and LSU shall comply with all applicable laws and regulations, including but not limited to those relating to this Agreement or otherwise applicable to LICENSEE's and LSU's activities hereunder. LICENSEE and LSU shall comply with the Health Insurance Portability and Accountability Act, and shall defend and hold harmless the other Party and its Board members, officers, employees and agents if any legal action of any nature results from any violation.

8.7 Independent Contractors. The relationship between the Parties is that of independent contractors. Neither Party is an agent of the other, and neither has any right or authority to assume or create any obligation or responsibility on behalf of the other.

8.8 Assignment. LICENSEE may not assign this Agreement without the prior written consent of LSU, and shall not pledge any of the license rights granted in this Agreement as security for any creditor. Any attempted pledge of any of the rights under this Agreement or assignment of this Agreement without the prior consent of LSU will be void from the beginning. No assignment by LICENSEE will be effective until the intended assignee agrees in writing to accept all of the terms and conditions of this Agreement, and such writing is provided to LSU, and LSU has consented in writing to the assignment. Notwithstanding the foregoing, LICENSEE may, without LSU's consent, assign its rights under this Agreement to a purchaser of all or substantially all of LICENSEE's business relating to the subject matter of this Agreement, so long as such assignee provides a statement in writing to LSU that it agrees to accept all terms and conditions of this Agreement in the place of LICENSEE.

8.9 Attorney Fees. If it becomes necessary for one Party to employ the services of an attorney for the protection and enforcement of its rights under the Agreement, or to compel performance of the other Party's obligations under the Agreement, upon final judgment or award by a court of competent jurisdiction or by an arbitrator, the court or arbitrator in its discretion may order the defaulting Party to pay the other Party's reasonable attorney's fees at both trial and appellate levels.

8.10 Entire Agreement. LSU and LICENSEE agree that this Agreement sets forth their entire understanding concerning the subject matter of this Agreement, and that no modification of the Agreement will be effective unless LSU and LICENSEE agree to it in writing.

8.11 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

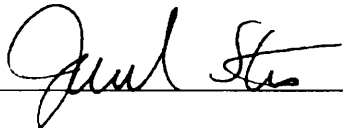
8.12 No Third Party Beneficiary. Except where otherwise expressly provided, the Parties hereto mutually represent and agree that the obligations, duties and benefits expressed herein and intended solely for the benefit of the Parties hereto and that no third party beneficiaries or stipulation pour autri is intended or established.

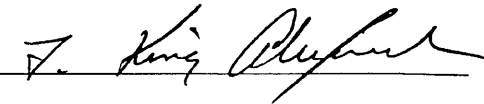
[Signatures on following page]

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be executed by their respective officers as of the date stated immediately below such Party's signature appearing below.

**UNIVERSITY HOSPITAL & CLINICS,  
INC.**

**BOARD OF SUPERVISORS OF  
LOUISIANA STATE UNIVERSITY AND  
AGRICULTURAL AND MECHANICAL  
COLLEGE**

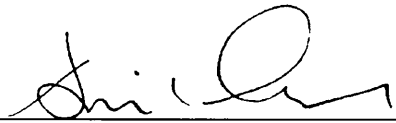
By: 

By: 

Date: 7/9/13

Date: 9/10/13

**LAFAYETTE GENERAL HEALTH SYSTEM, INC.**

By: 

Date: 7/8/13



**EXHIBIT A**

**SITES**

1. University Medical Center  
2390 W Congress Street  
Lafayette, LA 70506