TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT (this “License Agreement”) is made and entered into as of February 1, 2021 (the “Effective Date”) by and among Henry Ford Health System, a Michigan nonprofit corporation, on behalf of itself and its Affiliates (“HFHS”), Board of Trustees of Michigan State University, a Michigan constitutional body corporate of the State of Michigan, on behalf of itself and its Affiliates (“MSU”) and Henry Ford Health System-Michigan State University Health Sciences, a Michigan nonprofit corporation (“Newco”). HFHS, MSU and Newco are sometimes referred to collectively as the “Parties” and individually as a “Party”. Capitalized terms used but not defined herein shall have the meaning given them in the Master Affiliation Agreement among the Parties (“Master Affiliation Agreement”).

RECITALS

WHEREAS, HFHS and its Affiliates are collectively the owner or licensee of the trademarks set forth on Exhibit A, as well as any and all substitute or successor marks therefor (the “HFHS Marks”); and

WHEREAS, MSU and its Affiliates are collectively the owner or licensee of the trademarks set forth on Exhibit B, as well as any and all substitute or successor marks therefor (the “MSU Marks”); and

WHEREAS, HFHS and MSU shall create and design, pursuant to the Master Affiliation Agreement, new marks for use in connection with operating and promoting Newco and the broader Health Sciences Center as contemplated in the Master Affiliation Agreement (“HSC Activities”), which marks will include one or more marks derivative of and incorporating both HFHS Marks and MSU Marks (collectively the “Composite Marks”), as well as other new marks created in connection with the activities of Newco and the HSC that may not incorporate HFHS Marks or MSU Marks, (collectively with the Composite Marks, the “HSC Marks”), all as shall be set forth on Exhibit C, as such Exhibit may be amended from time to time by the “Mark Owners” (which shall mean HFHS with respect to the HFHS Marks, MSU with respect to the MSU Marks, and HFHS and MSU jointly with respect to the HSC Marks, as applicable); and

WHEREAS, each Party desires to use the HSC Marks, as well as the HFHS Marks and MSU Marks, in connection with HSC Activities; and

WHEREAS, HFHS and MSU desire to allow such use of the HSC Marks, the HFHS Marks and MSU Marks in connection with HSC Activities, consistent with the terms and conditions set forth herein and in the Master Affiliation Agreement.

NOW THEREFORE, in consideration of the promises and the mutual covenants set forth herein, the Parties hereby agree as follows:
ARTICLE 1:
Grant of Licenses

Subject to and in accordance with the terms and restrictions of the Master Affiliation Agreement, as applicable:

1.1 HFHS and MSU hereby grant to Newco, upon the terms and conditions set forth in this License Agreement, a non-transferable, non-assignable, non-sublicensable, royalty-free right to use the HSC Marks, the HFHS Marks, and the MSU Marks (collectively referred to as the “Marks”) solely in connection with the HSC Activities as (a) expressly contemplated in the Master Affiliation Agreement and as expressly authorized by Section 3 of this License Agreement; or (b) as otherwise approved in advance and in writing from time to time by each of HFHS and MSU.

1.2 HFHS hereby grants to MSU (and its Affiliates, as applicable), upon the terms and conditions set forth in this License Agreement, a non-transferable, non-assignable, non-sublicensable, royalty-free right to use the HSC Marks and HFHS Marks solely in connection with the HSC Activities as (a) expressly contemplated in the Master Affiliation Agreement and as expressly authorized by Section 3 of this License Agreement; or (b) as otherwise approved in advance and in writing from time to time by HFHS. MSU shall be responsible for the compliance by its Affiliates of the terms and conditions of this License Agreement.

1.3 MSU hereby grants to HFHS (and its Affiliates, as applicable), upon the terms and conditions set forth in this License Agreement, a non-transferable, non-assignable, non-sublicensable right, royalty-free right to use the HSC Marks and MSU Marks solely in connection with the HSC Activities as (a) expressly contemplated in the Master Affiliation Agreement and as expressly authorized by Section 3 of this License Agreement; or (b) as otherwise approved in advance and in writing from time to time by MSU. HFHS shall be responsible for the compliance by its Affiliates of the terms and conditions of this License Agreement.

1.4 For avoidance of doubt, the royalty-free nature of the licenses granted herein do not limit or otherwise affect in any way the obligations of MSU and HFHS with respect to the funds flows provisions set forth in Article X of the Master Affiliation Agreement.

ARTICLE 2:
Ownership of Marks

2.1 Each of MSU and Newco agree (a) that HFHS is and will at all times remain the sole and exclusive owner of the HFHS Marks, (b) that all uses of the HFHS Marks and all goodwill related thereto shall inure to the benefit of HFHS, and (c) not to knowingly use the HFHS Marks in a manner inconsistent with the grant to MSU and/or Newco under Section 1 or the terms hereof, or that is inconsistent with such HFHS ownership. Each of MSU and Newco agree that (i) nothing contained herein shall vest or otherwise transfer, convey, or give to either MSU or Newco any right, title, or interest in or to the HFHS Marks, other than the right to use the HFHS Marks in accordance herewith, and (ii) except in accordance with this License Agreement, MSU or Newco shall not, either together or separately, use or seek to register (or encourage or cooperate with any third party to use or seek to register) any name, trademark or service mark, trade dress, domain name or social media identifier that contains any of the HFHS Marks or any name, trademark or service mark, trade
dress, domain name, or social media identifier that is confusingly similar thereto, without HFHS’s express prior written approval.

2.2 Each of HFHS and Newco agree (a) that MSU is and will at all times remain the sole and exclusive owner of the MSU Marks, (b) that all uses of the MSU Marks and all goodwill related thereto shall inure to the benefit of MSU, and (c) not to knowingly use the MSU Marks in a manner inconsistent with the grant to HFHS under Section 1 or the terms hereof, or that is inconsistent with such MSU ownership. Each of HFHS and Newco agree that (i) nothing contained herein shall vest or otherwise transfer, convey, or give to either HFHS or Newco any right, title, or interest in or to the MSU Marks, other than the right to use the MSU Marks in accordance herewith, and (ii) except in accordance with this License Agreement, HFHS and Newco shall not, either together or separately, use or seek to register (or encourage or cooperate with any third party to use or seek to register) any name, trademark, or service mark, trade dress, domain name or social media identifier that contains any of the MSU Marks or any name, trademark or service mark, trade dress, domain name or social media identifier that is confusingly similar thereto, without MSU’s express prior written approval.

2.3 Newco agrees (a) that HFHS and MSU are and will at all times remain the joint owners of the HSC Marks, (b) that all uses of the HSC Marks and all goodwill related thereto shall inure to the joint benefit of HFHS and MSU, and (c) not to knowingly use the HSC Marks in a manner inconsistent with the grant to Newco under Section 1 or the terms hereof, or that is inconsistent with such ownership. Newco agrees that (i) nothing contained herein shall vest or otherwise transfer, convey, or give to Newco any right, title, or interest in or to the HSC Marks, other than the right to use the HSC Marks in accordance herewith, and (ii) except in accordance with this License Agreement, it will not use or seek to register (or encourage or cooperate with any third party to use or seek to register) any name, trademark, or service mark, trade dress, domain name or social media identifier that contains any of the HSC Marks or any name, trademark or service mark, trade dress, domain name or social media identifier that is confusingly similar thereto, without both HFHS’s and MSU’s express prior written approval.

2.4 The Mark Owners reserve all rights with respect to their respective Marks not expressly granted to the “Licensed Party(ies)” (which shall mean HFHS, together with its Affiliates, MSU, together with its Affiliates, and Newco, as applicable, each when acting in its role as licensee) hereunder, including but not limited to all rights to continue using their Marks in connection with their businesses. If any Mark Owner informs a Licensed Party that any employee, agent, consultant or authorized representative of that Licensed Party or any Affiliate of that Licensed Party is using the Mark contrary to this License Agreement, that Licensed Party shall take all necessary actions to promptly terminate, or cause the termination of, such inconsistent use. Decisions regarding, and the cost of registration, maintenance of, and monitoring of the HSC Marks shall be shared by the Mark Owners (as part of Newco’s budgets or in some other manner mutually acceptable to MSU and HFHS). Newco agrees to cooperate fully with the Mark Owners in connection therewith.

ARTICLE 3:
Approved Forms of Use

3.1 Each of the Licensed Parties agrees to use the Marks to promote the HSC Activities only in a form consistent with the design and modes of use as shall be set forth in the attached Exhibit D ("Approved Forms"), as such Exhibit may be amended from time to time by the Mark
Owners, and consistent with a brand architecture plan to be developed jointly by the Parties (the “Brand Architecture Plan”) and the terms of the Master Affiliation Agreement (including Exhibit C of the Master Affiliation Agreement), which, together, shall identify guidelines as to specific appropriate, pre-approved contextual uses (including, without limitation, uses in connection with certain MSU and HFHS locations and programs that encompass the HSC, and well as joint HSC programs, and certain MSU, HFHS and HSC public relations, merchandising, advertising, and promotions) which uses must be approved in writing by the Mark Owners, as applicable, prior to initial implementation. All uses that have been so pre-approved or that are contemplated under and consistent with the Brand Architecture Plan and the terms of the Master Affiliation Agreement (including Exhibit C of the Master Affiliation Agreement) need not be submitted for additional approval unless the manner in which the relevant Mark is to be re-used or the context of use materially changes.

3.2 Not in limitation of any other restrictions or limitations herein, in no event shall any Licensed Party have the right to utilize the Marks (except any such Mark solely owned by that Party) in any manner in connection with (a) any joint ventures or similar activities involving third parties; (b) any promotional use (other than in connection with promotion of MSU, HFHS, and/or the HSC, in a manner consistent with the Brand Architecture Plan and the terms of the Master Affiliation Agreement (including Exhibit C of the Master Affiliation Agreement)); (c) any for-profit use; (d) endorsements of third party items, services or activities; (e) the carrying on of propaganda or otherwise attempting to influence legislation; or (f) sponsorship arrangements of any kind including, without limitation, any use as a commercial tie-in, in each case without the prior written approval of all Mark Owners, as applicable.

ARTICLE 4:
Quality Control

4.1 The Parties acknowledge that each Mark Owner has valuable property rights in its respective Marks and, in order to protect such rights, each must have the right to control the quality and nature of the goods and services offered or performed in connection with such Marks. With respect to the HSC Marks, the Mark Owners shall have the right to exercise this quality control jointly, either directly or in the manner specifically agreed by the Mark Owners, such as through the Newco Board or Steering Committee, or by other means agreed to by the Mark Owners. Each Licensed Party agrees that its use of the Marks throughout the term of this License Agreement shall be: (a) in a manner consistent with Applicable Law and this License Agreement; (b) only in accordance with the Approved Forms; and (c) not in violation of the Master Affiliation Agreement. The Parties agree to approach their respective rights and obligations under this License Agreement in good faith and consistent with the Master Affiliation Agreement and without enlargement of the specific license rights granted herein or diminishment of any prohibitions, limits or restrictions on a Licensed Party as expressly set forth herein.

4.2 The Mark Owners shall have the right to review (or have their delegates review) periodically, at their sole cost and expense, use of their respective Marks by the Licensed Parties to those Marks. When reasonably requested by a Mark Owner or Mark Owners, each Licensed Party shall provide to such Mark Owner(s) a sample of each actual use of the Marks licensed to it (such as a brochure or media use), with each Licensed Party also providing samples of use of the Marks by its respective Affiliates, if any. In the event that a Mark Owner or Mark Owners at any time reasonably
determine that a Licensed Party’s use of its/their Mark(s) violates this License Agreement or any Applicable Law in any material respect, that Mark Owner or Mark Owners will notify the Licensed Party by written notice specifying in reasonable detail the objections and the Licensed Party shall take reasonable measures to ensure its use of the relevant Mark(s) is brought into compliance with this License Agreement (including Exhibits), the Master Affiliation Agreement (including Exhibit C thereto), the Brand Architecture Plan and Applicable Law as soon as reasonably practicable thereafter. These review rights relate solely to a Mark Owner’s (or Mark Owners’) enforcement of its trademark rights, and do not create any obligation or liabilities with respect to the quality, appropriateness or characteristics of the Licensed Party’s services.

4.3 Notwithstanding any other provision of this License Agreement, each Licensed Party recognizes and acknowledges that a breach by it of any of its covenants, agreements or undertakings under this License Agreement may cause a Mark Owner (the “Infringed Party”) irreparable damage, which cannot be readily remedied in damages in an action at law, and may, in addition thereto, constitute an infringement of such Infringed Party’s Intellectual Property (which, with respect to Licensed Parties, includes the Marks), thereby entitling the Infringed Party to seek (in addition to any other remedies available at law or in equity) injunctive relief or other equitable remedies, including, without limitation, specific performance.

ARTICLE 5:
Notification of Infringements and Claims.

Each Licensed Party agrees promptly to notify the respective Mark Owner of any apparent infringement, misappropriation or other unauthorized use by any Person or entity of that Mark Owner’s Mark(s) or any challenge to that Licensed Party’s use of or any Person’s or entity’s claim of any rights in that Mark Owner’s Mark(s). Each Licensed Party agrees to communicate first with the respective Mark Owner(s) and its/their attorneys regarding any infringement, challenge or claim to the applicable Mark, and to communicate to others concerning such matter only after such consultation with the Mark Owner(s) and in a manner determined by the Mark Owner(s). With respect to the MSU Marks and the HFHS Marks, the Mark Owner (or their delegate(s)) shall have the sole right to: (a) take action reasonably appropriate in the event of any such infringement, misappropriation or unauthorized use of the applicable Marks; (b) exclusively control such action or proceeding; (c) enter into or permit the settlement of any such action or proceeding; and (d) recover and retain any monetary damages, settlement, royalties or other recovery arising from such action or proceeding. With respect to the HSC Marks, the Mark Owners (or their delegate(s)) jointly shall have the sole right to: (i) take action reasonably appropriate in the event of any such infringement, misappropriation or unauthorized use of the HSC Marks; (ii) exclusively control such action or proceeding; (iii) enter into or permit the settlement of any such action or proceeding; and (iv) recover and retain any monetary damages, settlement, royalties or other recovery arising from such action or proceeding. The Mark Owners shall not take any action or sign any agreement that subjects any Licensed Party to any monetary or other liability without such Licensed Party’s prior written consent. Newco agrees to sign any documents and take any other action that is reasonably requested by the Mark Owners as necessary or advisable to protect and maintain the Mark Owners’ interests in any litigation, Patent and Trademark Office proceeding or other proceeding.
ARTICLE 6:
Term and Termination

6.1 Term. This License Agreement shall commence as of the Effective Date and, unless earlier terminated as set forth herein, shall terminate automatically upon termination or expiration of the Master Affiliation Agreement.

6.2 Termination. Termination for material breach of this License Agreement may occur only after completion of the following process:

(a) If either of MSU or HFHS believes that the other has materially breached this License Agreement, it shall provide detailed written notice (the “Breach Notice”) to the breaching Party of the nature of the material breach. The alleged breaching Party shall then have thirty (30) days to cure the breach identified in the Breach Notice. If such breach is not cured within such thirty (30) day period, or the alleged breaching Party objects in writing to the Breach Notice, either Party may initiate the dispute resolution process set forth in Article 8.

(b) If either of MSU or HFHS believes that Newco has materially breached this License Agreement, the Party alleging such breach shall provide a Breach Notice to the other and to Newco, and Newco shall then have thirty (30) days to cure the breach identified in the Breach Notice. If such breach is not cured within such thirty (30) day period, or if the other of MSU or HFHS (as applicable) or Newco objects in writing to the Breach Notice, then either of MSU or HFHS may initiate the dispute resolution process set forth in Article 8.

6.3 Consequences of Termination. Upon expiration or termination of this License Agreement for any reason, MSU shall immediately cease to use the HFHS Marks (except to the extent incorporated in the HSC Marks) and HFHS shall immediately cease to use the MSU Marks (except to the extent incorporated in the HSC Marks). Upon such expiration or termination of this License Agreement, and consistent with the wind-down process set forth in the Master Affiliation Agreement, MSU and HFHS shall agree on reasonable transition periods for termination of all then-current uses of the HSC Marks, taking into account the nature of the particular uses of the HSC Marks, the time reasonably needed for discontinuation of various uses and other relevant factors, but in no event exceeding three hundred sixty-five (365) days (the “Transition Period”). Following the Transition Period, no Party shall use the HSC Marks except to the extent that each of MSU and HFHS otherwise agree in writing.

ARTICLE 7:
Indemnification

7.1 By Newco. Newco shall defend, indemnify and hold the applicable Mark Owner (MSU and/or HFHS, as applicable), its Affiliates and its (and its Affiliates’) respective trustees, directors, officers, employees, agents, volunteers, and independent contractors and their respective successors and permitted assigns harmless from and against all claims, demands, damages, losses and expenses (including reasonable fees and expenses of attorneys and other professionals) (“Losses”) arising out of or resulting from (a) any breach by Newco of this License Agreement with respect to the MSU Marks or the HFHS Marks, or (b) any breach by Newco of this License Agreement with respect to Newco’s use of the HSC Marks, subject to the applicable Mark Owner’s
ability to reasonably demonstrate that breach by Newco with respect to the HSC Marks has caused that Mark Owner harm (and/or causes that Mark Owner to incur costs).

7.2 By MSU. MSU shall defend, indemnify and hold HFHS and its Affiliates and its (and its Affiliates’) respective trustees, directors, officers, employees, agents, volunteers, and independent contractors and their respective successors and permitted assigns harmless from and against all Losses arising out of or resulting from: (a) any breach by MSU of this License Agreement with respect to the HSC Marks, or (b) any breach by MSU of this License Agreement with respect to the HSC Marks, subject to HFHS’ ability to reasonably demonstrate that breach by MSU with respect to the HSC Marks has caused HFHS harm (and/or causes HFHS to incur costs).

7.3 By HFHS. HFHS shall defend, indemnify and hold MSU and its Affiliates and its (and its Affiliates’) respective trustees, directors, officers, employees, agents, volunteers, and independent contractors and their respective successors and permitted assigns harmless from and against all Losses arising out of or resulting from: (a) any breach by HFHS of this License Agreement with respect to MSU Marks, or (b) any breach by HFHS of this License Agreement with respect to the HSC Marks, subject to the MSU’s ability to reasonably demonstrate that breach by HFHS with respect to the HSC Marks has caused MSU harm (and/or causes MSU to incur costs).

7.4 Procedure. The Party seeking indemnification (“Indemnified Party”) will (a) notify the Party providing indemnification (“Indemnifying Party”) in writing of such a claim, and (b) reasonably cooperate with the Indemnifying Party in the claim’s defense and settlement. In all events, the Indemnified Party shall have the right to participate at its own expense in the defense of any claims in this Article 7 through counsel of its own choosing. The Indemnifying Party shall not settle any such claim without the Indemnified Party’s prior written consent, which shall not be unreasonably withheld or delayed.

ARTICLE 8: Dispute Resolution

If any dispute between or among the Parties arises concerning an alleged material breach of this License Agreement by a Party, the Parties shall follow the dispute resolution procedures set forth in the Master Affiliation Agreement. Similarly, if any dispute between or among MSU and HFHS arises as to whether to exercise any right set forth in Articles 4 or 5 of this License Agreement with respect to the HSC Marks, MSU and HFHS shall follow the dispute resolution procedures set forth in the Master Affiliation Agreement; provided, that either MSU and HFHS may take whatever steps it deems necessary prior to the resolution of such dispute if it reasonably concludes that immediate action is necessary to prevent a threatened or ongoing infringement, misappropriation or other unauthorized use by any third party of any HSC Mark. Further, this Article 8 shall not limit either of MSU’s or HFHS’s right to seek injunctive relief, including, without limitation, specific performance, for any actual or anticipated infringement, misappropriation or other unauthorized use of its own Marks (by any other Party pursuant to Section 4.3, or by any third party), in accordance with law and equity.
ARTICLE 9:
General Provisions

9.1 Notices. All notices, requests, claims, demands and other communications hereunder shall be given in the manner set forth in the Master Affiliation Agreement at the addresses given therein.

9.2 Assignment. No Party may assign this License Agreement or any of its rights or obligations under this License Agreement without the prior written consent of the other Parties.

9.3 Entire Agreement. This License Agreement and the Exhibits hereto constitute the entire agreement of the Parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements, understandings, practices, courses of dealing and undertakings, both written and oral, between or among the Parties with respect to the subject matter hereof and thereof; provided, however, that the terms and conditions of the Master Affiliation Agreement and the other Related Agreements shall remain in full force and effect. It is the Parties’ intent that this License Agreement be interpreted in a manner consistent with the Master Affiliation Agreement and the other Related Agreements. Nevertheless, in the event of any inconsistencies between this License Agreement, the Master Affiliation Agreement and/or the other Related Agreements, the following order of precedence will apply: (a) first, the Mater Affiliation Agreement; and (b) second, this License Agreement and the other Related Agreements.

9.4 No Third Party Beneficiaries. This License Agreement shall be binding upon and inure solely to the benefit of the Parties hereto and their respective Affiliates, successors and permitted assigns and nothing herein, express or implied (excluding the provisions of Article 7 relating to Indemnified Parties), is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this License Agreement.

9.5 Severability. If either (a) a court of competent jurisdiction holds that any material provision or requirement of this License Agreement violates any Applicable Law, or (b) a Governmental Authority with jurisdiction definitively advises the Parties that a feature or provision of this License Agreement violates Applicable Laws over which such Governmental Authority has jurisdiction, then each such provision, feature or requirement shall be fully severable and: (i) this License Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; (ii) the remaining provisions hereof that reasonably can be given effect apart from the invalid part shall remain in full force and effect and shall not be affected by the severable provision; and (iii) the Parties shall in good faith negotiate and substitute a provision as similar to such severable provision as may be possible and still be legal, valid and enforceable; provided that if the effect of such severance and the inability to agree upon substitution would be to deprive a Party materially of the benefits contemplated under this License Agreement, then the Party deprived of such material benefit may terminate this License Agreement by giving thirty (30) days’ written notice to the other Parties.

9.6 Governing Law. Except to the extent governed by the Lanham Act (15 U.S.C. Section et. seq.) or other federal law, the validity, construction and enforceability of this License
Agreement will be governed by the laws of the State of Michigan, without regard to its conflict of laws principles.

9.7 Independent Contractors. No agency, partnership or joint venture is established by this License Agreement. No Party shall, by virtue of this License Agreement, enter into or incur, or hold itself out to third parties as having the authority to enter into and incur, any contractual obligations, expenses or liabilities on behalf of another Party.

9.8 Survival. The provisions of Articles 2, 7, 8, and 9, and Sections 4.3, 6.3, and 6.4 shall survive any termination or expiration of this License Agreement to the extent necessary to secure to any Party its rights, benefits and obligations relating to when this License Agreement was in force.

9.9 Counterparts. This License Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. A signature delivered by facsimile, .pdf, or other electronic transmission will be considered an original signature.

[Signature Page Follows]
IN WITNESS WHEREOF, the Parties have signed this License Agreement as of the Effective Date.

HENRY FORD HEALTH SYSTEM

By: ________________________
Name: Adnan Munkarah, M.D.
Title: Executive Vice President and Chief Clinical Officer

MICHIGAN STATE UNIVERSITY

By: ________________________
Name: Heather Swain
Title: Vice President for Marketing, Public Relations and Digital Strategy

HENRY FORD HEALTH SYSTEM-MICHIGAN STATE UNIVERSITY HEALTH SCIENCES

By: ________________________
Name: Steven Kalkanis, M.D.
Title: President
EXHIBIT B

MSU Marks
EXHIBIT C

HSC Marks

Exhibit to be developed following the Effective Date by the Mark Owners.
EXHIBIT D

Approved Forms and Uses of the HSC Marks

Exhibit to be developed following the Effective Date by the Mark Owners.