

TERMS OF USE FOR NON-EXCLUSIVE LICENSE TO USE BINGOCIZE®

These Terms of Use (“Terms”), are to be read and agreed to before purchase of a license for use of the Bingocize® game, a proprietary health promotion program (the “Licensed Technology”).

Your access to and use of the Licensed Technology is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all users who access or use the Licensed Technology.

1. License Grant.

By accepting these Terms, you agree to accept a non-exclusive license to use the Licensed Technology solely within the facilities located in the counties identified on the invoice for your purchase of Licensed Technology (the “Invoice”).

2. Use of Bingocize® Trademark.

Bingocize® is a federally registered trademark owned by Western Kentucky University Research Foundation (“WKURF”). By agreeing to these Terms, you agree that no action will be taken by you to invalidate or challenge the validity of the Bingocize® mark or attempt to register any confusingly similar trademarks in your own name, or act in any manner that would jeopardize WKURF’s rights to the Bingocize® mark. WKURF will have the right to exercise quality control over your use of the Bingocize® mark to the extent needed to maintain the validity of any registrations of the Bingocize® mark and to protect the associated goodwill.

3. Term and Termination.

The Term for this non-exclusive license is for two years from the date on the Invoice. Upon a breach of these Terms by you, WKURF may terminate your right to use the Licensed Technology, without prior notice or liability. All provisions of the Terms, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations on liability.

4. License and Training Fees.

All license and training fees for the use of the Licensed Technology shall be identified on the Invoice. All fees are non-refundable. All payments of fees shall be made payable to “Western Kentucky University Research Foundation, Inc” to the contact indicated on the Invoice.

5. Disclaimer.

Your use of the Licensed Technology is at your sole risk. The Licensed Technology is provided on an “AS IS” and “AS AVAILABLE” basis. The Licensed Technology is provided without

warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

6. Limitation of Liability.

IN NO EVENT SHALL WKURF, INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, STUDENTS AND AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL WKURF'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID BY YOU FOR THE LICENSED TECHNOLOGY HEREUNDER.

7. Assignment.

You may not assign any of your rights under these Terms, without WKURF's prior written consent, which shall not be unreasonably withheld.

Signature below, by your duly authorized officer, indicates consent to these Terms.

Signature
Name: _____
Title: _____