



IMAGE AND VIDEO LICENSE AGREEMENT

This Agreement is made and entered into as of _____
(the "Effective Date") by and between SynCardia Systems, LLC ("SynCardia") and
_____ ("Licensee"). The parties
agree to the terms and conditions of the License Agreement.

1. **License.** SynCardia hereby grants to Licensee an exclusive, limited license to use the work specified in Exhibit A (the "Images" and "Videos").
2. **Ownership of Photos.** Licensee agrees that, subject to the rights and licenses granted herein, SynCardia is, and will remain, the sole and exclusive owner of all right, title, and interest, throughout the world, to all Images and any copies of the Images. Except as expressly provided in this Agreement, SynCardia reserves all rights and licenses not expressly granted in this Agreement.
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8. **Term and Termination.** The term of this agreement is set out in Exhibit A, unless terminated earlier under this Article.
 - a. This Agreement and all rights granted under this Agreement will automatically terminate without notice from SynCardia if Licensee:
 - i. Breaches any term of this Agreement and fails to remedy the breach within 30 days of receiving written notice of the breach from SynCardia;
 - ii. Attempts to assign, sublicense, transfer, or otherwise convey rights under this Agreement, without first obtaining SynCardia's written consent, any of the rights granted to Licensee under this Agreement;
 - iii. Uses the Licensed Material in a manner in violation of, or otherwise inconsistent with, the restrictions imposed by or in connection with Article 4 of this Agreement; or
 - iv. Uses the Licensed Material in a manner not expressly permitted by this Agreement.
 - b. All rights granted by this Agreement, including, without limitation, Licensee's right to use the Licensed Material, will expire upon termination of this Agreement, and upon termination Licensee must immediately cease and desist from all use of the Licensed Material.
9. **Assignment.** This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both Parties.
10. **Governing Law.** The Agreement shall be construed in accordance with, and all disputes hereunder, shall be governed by the laws of the State of Arizona.
11. **Jurisdiction and Venue.** The Arizona State Courts of Pima County, Arizona shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and Licensee hereby consents to the jurisdiction of such courts.

SynCardia Systems, LLC
1992 E. Silverlake Rd.
Tucson, AZ 85713
Phone: 520.545.1234
Fax: 520.903.1782



12. **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. A waiver of any breach of this Agreement does not waive any other breach of the same or other provision of this Agreement. A waiver is not effective unless made in writing.

13. **Entire Agreement.** This Agreement represents and constitutes the entire agreement between the parties, and supersedes all prior written and oral agreements, with respect to any and all matters between the parties.

SynCardia Systems, LLC	Licensee
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

SynCardia Systems, LLC
1992 E. Silverlake Rd.
Tucson, AZ 85713
Phone: 520.545.1234
Fax: 520.903.1782



Exhibit A

Licensed Use

List of Images and Videos:

Type of Use: [commercial, non-profit, educational, etc.]

Format: [book, textbook, periodical, website, exhibition, etc.]

Work: [title, author, publisher, anticipated publication dates, etc., as applicable]

Description of Work and Intended Use: [description of the work in which the Licensed Material will be used and how it will be used within the work]

Term: This license is valid for the lifetime of the work explicitly specified in the agreement. Any change in use from that stated on the application, or subsequent use of the work beyond that specified in this agreement requires SynCardia's written permission.

Specific Restrictions: [any restrictions on the use other than those in the body of the agreement and below]

Photo Notice and Markings: All copies of the Image(s) or any part thereof must bear the following words: "Courtesy of syncardia.com", unless written authorization to the contrary is given by SynCardia.

Licensee's Contact Information

Contact Name:

Address:

Telephone:

Fax

Email:

SynCardia Contact Information

Contact Name: Kris Peiffer

Address: 1992 E. Silverlake Road, Tucson, AZ 85713

Telephone: 520-545-1234 extension 1365

Fax: 1-520-903-1783

Email: kpeiffer@syncardia.com