

SUBLICENSE AGREEMENT

This Sublicense Agreement (“Agreement”), effective as of [to be completed by FHI 360] (“Effective Date”), is made by and between **Family Health International**, a North Carolina non-profit corporation (“FHI 360”), and [redacted], a [redacted] [redacted] (“Sublicensee”).

RECITALS

- A. The Children’s Hospital Corporation d/b/a Boston Children’s Hospital (“BCH”) is the creator and owner of all proprietary rights in the SonneWheel as further described in the attached Exhibit A (the “Licensed Content”).
- B. Pursuant to a February 1, 2016 Content Use Agreement (“Master Agreement”), BCH has granted FHI 360 certain non-exclusive license rights in and to the Licensed Content, including the right to grant sublicenses in and to the Licensed Content, subject to the terms and conditions set out in the Master Agreement.
- C. Sublicensee wishes to obtain, and FHI 360 has agreed to grant, a sublicense authorizing Sublicensee to use the Licensed Content as set out in this Agreement.

Therefore, the parties agree as follows:

1. Grant of Sublicense. FHI 360 grants to Sublicensee, during the Term of this Agreement (as defined below), a non-exclusive, non-transferable, royalty-free, world-wide sublicense to use, make, copy, reproduce, publish, display, distribute, transmit, and translate the Licensed Content, subject to the terms and conditions in this Agreement.

2. Conditions and Limitations on Sublicense.

a. All copies of the Licensed Content that are used, made, copied, reproduced, published, displayed distributed or transmitted by Sublicensee (“Copies”) must conform to the specifications set out in the attached Exhibit B. Except as specifically stated in Subsections b and c below, Sublicensee may not make derivative works, modifications, adaptations, revisions or expansions of the Licensed Content.

b. Sublicensee may make translations of the Licensed Content with the prior written approval of FHI 360.

c. Sublicensee may not move, modify or remove the USAID, FANTA and FHI 360 logos as shown on Exhibit A on any Copies of the Licensed Content without the prior approval of FHI 360. Sublicensee may also display its logo or mark on such Copies below the USAID, FANTA and FHI 360 logos. All Copies of the Licensed Content must retain the copyright notice acknowledging BCH as the owner of the Licensed Content. Other than as displayed on the Licensed Content, Sublicensee shall not use the name, logos or trademarks of BCH or FHI 360 without their prior written approval.

d. Sublicensee shall not have any right to sublicense any rights or licenses in the Licensed Content.

3. Ownership and Reservation of Rights. Subject to the sublicense granted herein, BCH and FHI 360 each retain all of their respective right, title and interest in the Licensed Content, and Sublicensee shall not acquire any right, title or interest in the Licensed Content beyond those specifically granted in this Agreement. Nothing in this Agreement restricts or limits either BCH or FHI 360 right to use, or license or sublicense others to use, the Licensed Content in any manner or for any purpose.

4. No Warranties. The Licensed Content is provided to Sublicensee “as is,” with no obligation by FHI 360 to provide accompanying services or support, and with no warranty of any kind. FHI 360 expressly disclaims all express or implied warranties, including, without limitation, warranties of merchantability, title, non-infringement, exclusivity or fitness for a particular purpose. In no event will BCH or FHI 360 be liable for any claims, demands, damages, losses or liability of any kind, whether in contract, tort, or any other legal or equitable theory, arising out of or relating in any way to the Licensed Content, or use of the Licensed Content or any Copies by Sublicensee or any end users. In no event will BCH or FHI 360 be liable for incidental, special, indirect, exemplary, punitive, lost profits, or diminution in value, arising out of or relating to the Licensed Content or use of the Licensed Content or any Copies by Sublicensee or any end users, whether in contract, tort, or any other legal or equitable theory, regardless of whether such damages were foreseeable, and whether or not BCH or FHI 360 were advised of the possibility of such damages.

5. Assumption of Liability. Except as prohibited by law, Sublicensee assumes all liability for any losses, claims, demands, or damages which may arise from or relate to its use, copying, and/or distribution of the Licensed Content. Neither BCH nor FHI 360 will be liable to the Sublicensee or any third party for any loss, claim, or demand made by the Sublicensee, or made against the Sublicensee by any other party, arising out of relating to the Licensed Content or Sublicensee’s exercise of the rights granted herein.

6. Indemnification. Sublicensee shall fully indemnify, defend and hold FHI 360 harmless from and against any and all claims, demands, losses, damages, expenses and liability, including, but not limited to, reasonable attorneys’ fees, arising out of or relating to claims against FHI 360 by any third party that arise out of or relate to Sublicensee’s use of the Licensed Content or any Adapted Work.

7. Term and Termination.

a. The term of this Agreement (and the Sublicense granted in this Agreement) begins on the Effective Date and is perpetual unless terminated earlier in accordance with this Section 3 (the “Term”).

b. FHI 360 may terminate this Agreement upon sixty (60) days written notice of material breach by Sublicensee that is not cured within such sixty (60) day period.

c. This Agreement shall terminate automatically if the Master Agreement between BCH and FHI 360 terminates for any reason, as of the effective date of termination of the Master Agreement.

d. Upon termination of this Agreement for any reason, Sublicensee shall immediately discontinue all use of the Licensed Content, and either return all Licensed Content to FHI 360 or destroy such Licensed Content. Sublicensee shall certify in writing to FHI 360 that it has returned

or destroyed all Licensed Content. Sublicensee hereby consents to an injunction to compel compliance with this section, in the event it has failed to comply, and shall reimburse FHI 360 for all costs and fees of any litigation undertaken by FHI 360 to enforce this provision.

8. Survival. The provisions of Sections 4, 5, 6 and 7 above, as well as any other provision of this Agreement that must survive in order to give proper effect to its intent, shall survive the termination of this Agreement for any reason.

9. Relationship of Parties. FHI 360 and Sublicensee are independent contractors. Nothing in this Agreement creates any joint venture, partnership, employment or agency relationship, and neither party has the power to bind or obligate the other except as expressly set forth in this Agreement.

10. Binding Effect and Assignment. FHI 360 may assign its rights and obligations under this Agreement at any time. Sublicensee may not assign its rights and obligations under this Agreement without the prior written consent of FHI 360. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties' successors and assigns.

11. Entire Agreement. Except as specifically provided otherwise herein, this Agreement contains the entire agreement among the parties regarding the matters set forth in this Agreement, and supersedes and replaces all prior or contemporaneous negotiations, discussions, understandings, agreements, and representations, whether written or oral, with respect to such matters. The parties acknowledge and agree that no representations, inducements, promises or agreements, whether oral or written, have been made by any other party or anyone acting on behalf of any other party which is not embodied in this Agreement. The terms of this Agreement are contractual and not a mere recital.

12. Modification and Waiver. Except as specifically provided otherwise herein, the terms of this Agreement may be amended or modified only in a writing signed by all parties that makes specific reference to this Agreement. No waiver by any party of any breach by any other party of, or failure to insist on any other party's strict compliance with, any provision of this Agreement shall constitute a waiver of any other provision or of any future breach or threatened breach of any provision of this Agreement; nor shall delay by any party in exercising any right such party may have under this Agreement constitute a waiver or in any way preclude any other or further exercise of such right or any other right under this Agreement.

13. Governing Law and Choice of Forum. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of North Carolina, without regard to principles of conflict of laws. The parties agree that any suit, action or proceeding arising out of or relating to this Agreement shall be brought in the North Carolina state courts or the U.S district courts located in Durham County, North Carolina, which courts shall have exclusive jurisdiction. The parties hereby consent to the jurisdiction of these courts and waive any and all objections to or defenses based on personal jurisdiction, venue or inconvenient forum in any proceeding brought in such courts.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date in the opening paragraph.

FAMILY HEALTH INTERNATIONAL



Sign: _____

Name: _____

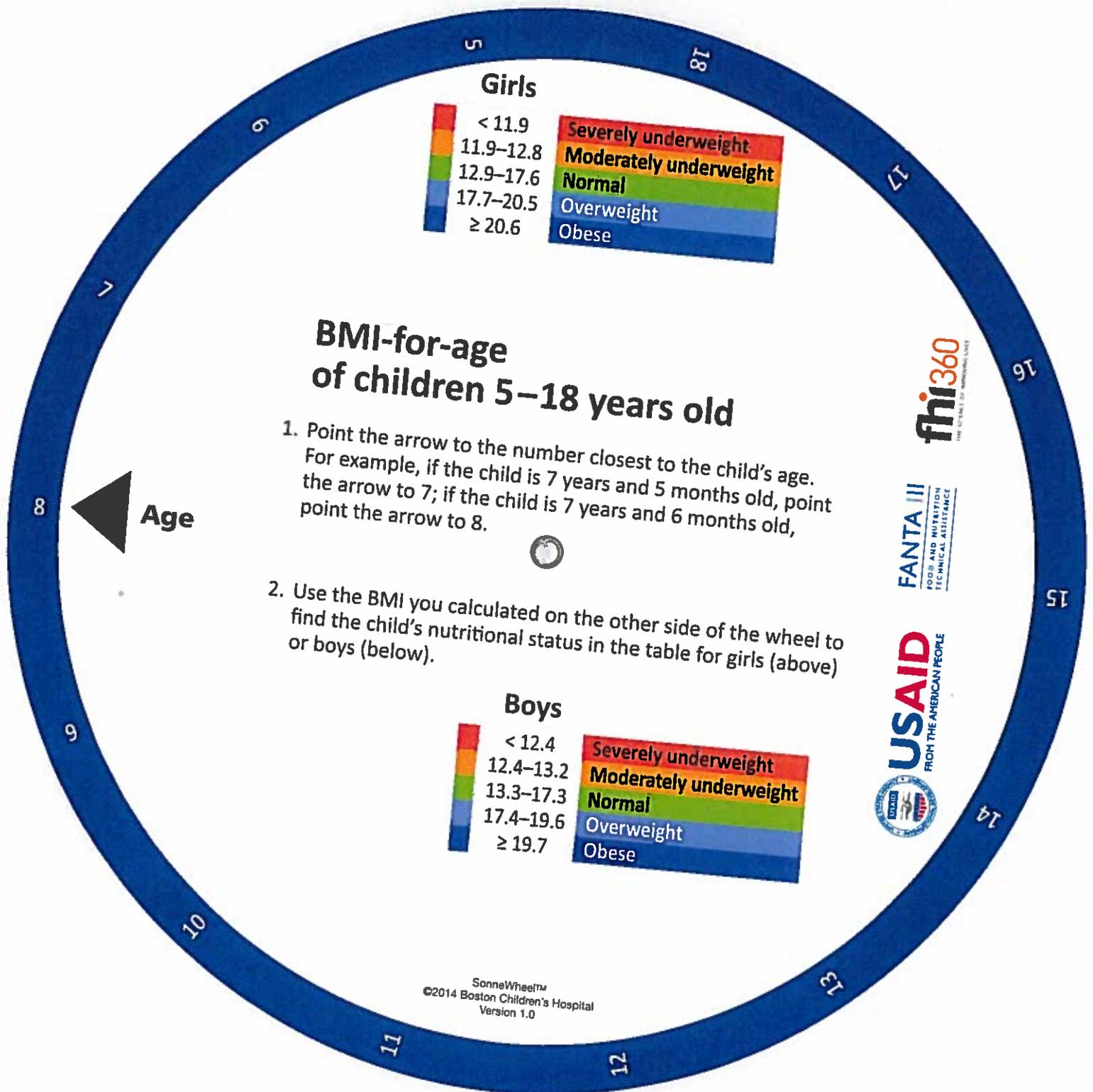
Title: _____

Sign: _____

Name: _____

Title: _____

Exhibit A



9 59 07 75 08
BMI

Instructions

1. Turn the wheel to align the client's weight and height.
 2. Read BMI at the arrow above and record it.
 3. For adults 19 years and older,* classify nutritional status using the client's BMI and the table below.
 4. For children and adolescents 5-18 years old, turn the wheel over to classify nutritional status using BMI-for-age.
- *If the client is pregnant or up to 6 months postpartum, use MUAC instead of BMI to find nutritional status.*

Nutritional status for adults 19 years and older

Severely underweight	< 16.0
Moderately underweight	16.0 – 16.9
Mildly underweight	17.0 – 18.4
Normal	18.5 – 24.9
Overweight	25.0 – 29.9
Obese	≥ 30.0

SonneWheel™
 ©2014 Boston Children's Hospital

