<Insert Date>

<Insert Name of Practice>

<Insert Address of Practice>

<Insert Address of Practice>

Attn: <Insert Practice/Marketing Contact>

Email: <Insert Practice/Marketing Contact Email>

**Re: Use of Centinel Spine Content**

Dear < Insert Practice/Marketing Contact>:

This letter sets forth the understanding between Centinel Spine, LLC (“Centinel Spine”) and <Insert Name of Practice> (“you” and “your”) regarding your use of the educational resources, images, video, photographs, and other content provided to you by Centinel Spine (the “Content”).

Centinel Spine grants to you a limited, nontransferable, nonexclusive license to use the Content, in the form and format provided to you by Centinel Spine, in offline media (such as displaying the Content on your waiting room monitor), solely for the purpose of providing useful and accurate information to your patients regarding approved procedures with Centinel Spine’s products (and not for any other purpose, including, without limitation, any other purpose that is competitive with Centinel Spine). If you wish to use the Content in online media (such as displaying the Content on your website), you must receive Centinel Spine’s written approval prior to doing so. Centinel Spine may immediately terminate the foregoing license, for any reason or no reason, upon written notice to you.

You will not use the Content in any way that disparages or otherwise harms the reputation of Centinel Spine or its products, or cut, edit, adapt, change, transpose, interpose, interpolate in, subtract from, or otherwise modify the Content, *provided, however,* that you may combine the Content (in an unmodified form) with other content and materials so long as Centinel Spine has the opportunity to review, and approves (in writing), the combined content in its final form prior to any display of the combined content to a third party. Without limiting the foregoing, you will not, under any circumstances, remove from the Content or modify any proprietary notices, disclaimers, or other informational statements included in the Content.

Except as expressly provided hereunder, Centinel Spine and its licensors retain all right, title, and interest in and to the Content. The Content is provided “AS IS” and without any warranty of any kind, and you acknowledge and agree that Centinel Spine shall have no liability whatsoever relating to your use of the Content. You shall defend, indemnify, and hold harmless Centinel Spine from and against all third party claims, actions, suits, or other proceedings which may arise out of or result from your use of the Content.

Please let us know if you have any questions or would like to discuss. Otherwise, please confirm our mutual understanding by counter-signing below.

Sincerely,

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Centinel Spine, LLC

<Insert Name, Title of Signatory>

***ACCEPTED AND AGREED:***

<Insert Name of Practice>

<Insert Name, Title of Signatory> Date