

LICENSE TERMS AND CONDITIONS

ALLERGAN SALES, LLC, AND ITS AFFILIATES, CONTROLLING COMPANIES AND SUBSIDIARIES ("ALLERGAN") ARE WILLING TO LICENSE THE LICENSED MARKS AND LICENSED MATERIALS (EACH DEFINED BELOW) TO YOU AS AN INDIVIDUAL OR COMPANY (REFERENCED BELOW AS "YOU," "YOUR" OR "LICENSEE") ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT"). THIS AGREEMENT IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND ALLERGAN. IF YOU ARE AN EMPLOYEE OR AGENT OF A COMPANY (THE "COMPANY") AND YOU ARE ENTERING INTO THIS AGREEMENT TO OBTAIN THE LICENSED MARKS AND/OR LICENSED MATERIALS FOR USE BY YOU AND/OR THE COMPANY FOR YOUR AND ITS OWN BUSINESS PURPOSES, YOU HEREBY AGREE THAT YOU ENTER INTO THIS AGREEMENT ON BEHALF OF THE COMPANY AND THAT YOU HAVE THE AUTHORITY TO BIND THE COMPANY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

BY USING THE LICENSED MARKS OR LICENSED MATERIALS OR SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY IT. IF YOU DO NOT AGREE TO ANY OF THESE TERMS AND CONDITIONS, ALLERGAN IS UNWILLING TO LICENSE THE LICENSED MARKS OR LICENSED MATERIALS TO YOU, AND YOU SHOULD MAKE NO FURTHER USE OF THE LICENSED MARKS OR LICENSED MATERIALS AND RETURN THE LICENSED MATERIALS TO ALLERGAN WITHIN THIRTY (30) DAYS.

- 1) **Definitions:** As used herein, the following words, phrases or terms in this Agreement shall have the following meanings:
 - "Licensed Marks" means the Allergan trademarks, trade names and/or service marks included in the Licensed Materials; provided, however, that the appearance and/or style of the Licensed Marks may change from time to time at Allergan's sole discretion.
 - "Licensed Materials" means the images and other materials for the Products (defined below, including Licensed Marks, names and logos contained therein) provided to you by Allergan hereunder in electronic or physical format.
 - "Products" means the Allergan products listed in Exhibit A attached hereto that You may promote on behalf of Allergan from time to time. Exhibit A may be updated upon the mutual written agreement of the parties.
- 2) **Delivery and License:** The Licensed Materials may be provided to You by Allergan through mail (physical or electronic), electronic media (e.g., CD or DVD) or download. Subject to the terms and conditions of this Agreement, Allergan hereby grants to Licensee a non exclusive, non transferable, non-sublicensable, royalty-free license to use the Licensed Marks and Licensed Materials solely in connection with the promotion of the Products pursuant to the permitted use(s) listed in Exhibit A (each a "Permitted Use").
- 3) **Restrictions:** Licensee shall not alter, modify or create any derivative works of the Licensed Marks or Licensed Materials except in accordance with this Agreement. Licensee shall not make additional copies of the Licensed Materials beyond what is required under the terms of this Agreement. Licensee shall not remove or obscure any Allergan copyright or trademark notices on the Licensed Materials. Licensee shall not use the Licensed Marks or Licensed Materials in any way other than the Permitted Use(s).
- 4) **Ownership:**
 - a. The Licensed Marks and Licensed Materials are owned solely and exclusively by Allergan and are protected by copyright and trademark laws. Allergan retains all right, title and interest in and to the Licensed Marks and Licensed Materials licensed under this Agreement, and all portions thereof, including, without limitation, all existing and future worldwide copyrights, trademarks, service marks, trade secrets, moral rights, contract rights and other proprietary rights thereto. Other than the license expressly granted in Section 2 above, Licensee receives no right, title or interest in or to the Licensed Marks or Licensed Materials.
 - b. Licensee acknowledges that it is often difficult, particularly in foreign countries, to obtain clear, registered title to trademarks. Accordingly, Licensee agrees that the rights granted herein exist only to the extent that Allergan owns such rights, and no warranty, expressed or implied, is made with respect thereto or to the Licensed Marks or with respect to the rights of any third parties that may conflict with the rights granted herein.
- 5) **Use and Display of Marks:** Licensee acknowledges and agrees that the presentation and image of all Licensed Marks should be uniform and consistent with respect to all services, activities and products associated with the Licensed Marks. Accordingly, Licensee agrees to use the Licensed Marks and Licensed Materials solely in the manner in which Allergan shall specify from time to time at Allergan's sole discretion. All usage by Licensee of the Licensed Marks shall include the registered trademark symbol ® or ™ as appropriate.
- 6) **Quality Standards:**
 - a. Upon Allergan's request, Licensee shall furnish to Allergan, at no expense to Allergan, samples of all materials containing the Licensed Marks or Licensed Materials that Licensee currently distributes or intends to distribute. Allergan shall control the quality of all materials bearing the Licensed Marks and Licensee's use of the Licensed Marks and Licensed Materials. If Allergan believes that the Licensed Marks or Licensed Materials are being used in a manner that could diminish Allergan's rights in or protection of the Licensed Marks or Licensed Materials, Licensee agrees, at Licensee's sole cost and expense, to make whatever changes and/or corrections

Allergan deems necessary to protect the Licensed Marks and Licensed Materials. Licensee shall cease using the Licensed Marks and/or Licensed Materials from time to time upon notice from Allergan that such Licensed Marks and/or Licensed Materials are outdated or should no longer be utilized.

- b.** Licensee agrees that it shall not engage, participate or otherwise become involved in any activity or course of action that diminishes and/or tarnishes the image and/or reputation of Allergan or the Licensed Marks. Any use of the Licensed Marks or Licensed Materials in connection with the advertisement or promotion of any product or service competitive or incompatible with Allergan or the Products is not authorized.
- 7) Disclaimer of Warranty:** ALLERGAN SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND WITH REGARD TO ANY SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON INFRINGEMENT OF THIRD-PARTY RIGHTS, TITLE, FUNCTIONALITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHETHER EXPRESSED, IMPLIED OR STATUTORY.
- 8) Indemnification:** Licensee agrees to defend, indemnify and hold Allergan harmless from any and all costs and expenses (including reasonable attorneys' fees), liabilities, damages or other losses arising out of Licensee's negligence, improper conduct or breach of the terms of this Agreement.
- 9) Limitation of Liability:** REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS IN ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL ALLERGAN BE LIABLE TO LICENSEE OR TO ANY THIRD-PARTY FOR ANY LOST PROFITS, LOST DATA, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE LICENSED MARKS OR LICENSED MATERIALS, EVEN IF ALLERGAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE. IN NO EVENT SHALL THE LIABILITY OF ALLERGAN EXCEED ANY AMOUNT ACTUALLY RECEIVED BY ALLERGAN FROM LICENSEE UNDER THIS AGREEMENT.
- 10) Termination:** Allergan may terminate this Agreement at its sole discretion, at any time, upon written notice. Upon termination of this Agreement, Licensee shall immediately cease to use any of the Licensed Marks or Licensed Materials, and as instructed by Allergan, shall immediately return all copies of any Licensed Materials to Allergan, or destroy all copies of Licensed Materials in Licensee's possession and certify to Allergan in writing that Licensee has done so. The parties hereby agree that all provisions which operate to protect the rights of Allergan shall survive and remain in force should termination occur.
- 11) Assignment:** Licensee may not assign any of its rights or obligations under this Agreement without the prior written consent of Allergan. Any purported assignment without such consent shall be null and void.
- 12) Entire Agreement:** This Agreement is the complete and exclusive statement of the agreement between Licensee and Allergan and supersedes any proposal or prior agreement, oral or written, and any other communications between Licensee and Allergan in relation to the subject matter of this Agreement. Any amendment or modification of this Agreement or any waiver of any breach of any term or condition of this Agreement must be in writing signed by both parties in order to be effective and shall not be construed as a waiver of any continuing or succeeding breach of such term or condition, a waiver of the term or condition itself or a waiver of any right under this Agreement.
- 13) Severability:** If any provision of this Agreement is deemed unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.
- 14) Compliance with Laws:** Licensee agrees to comply with all applicable local, state, federal and international laws and, at all times, to conduct its activities under this Agreement in a lawful manner.
- 15) Applicable Law:** This Agreement shall be governed by the laws of the State of California, USA, excluding its conflict of laws principles.

EXHIBIT A

Products:

Natrelle[®] Certification Icon
Natrelle[®] Product Images
Natrelle[®] Patient Images*
Natrelle[®] Customizable Ads*
Natrelle[®] Brand Logos
Natrelle[®] Patient Email**
Natrelle[®] Web Banner**

Permitted Uses:

Licensee may only use the Licensed Marks and Licensed Materials for the following unless otherwise approved in writing by Allergan:

- Print Advertising (including newspapers, magazines, books, etc.) for **Natrelle**[®] Certification Icon, Brand Logos & Product Images only
- Electronic Advertising (online and email)
- In-Office Collateral (brochures, posters, etc.)
- Licensee's Website

*The **Natrelle**[®] Patient Images and the **Natrelle**[®] Customizable Ads as provided or described in www.natrellesurgeon.com may be used in all materials as stated in this Section except for Print advertising (including, but not limited to, newspapers, magazines, etc.) and out of home advertising (including billboards, bus wraps, transit posters, etc.). The **Natrelle**[®] Patient Images and the **Natrelle**[®] Customizable Ads as provided or described in www.natrellesurgeon.com cannot be used in Print advertising materials (including, but not limited to, newspapers, magazines, etc.) and out of home advertising (including billboards, bus wraps, transit posters, etc.) unless expressly consented to by Allergan in writing. The **Natrelle**[®] Patient Images and the **Natrelle**[®] Customizable Ads expire on July 1, 2011 and cannot be used after this date.

The **Natrelle[®] Patient Email and the **Natrelle**[®] Web Banner as provided or described in www.natrellesurgeon.com may be used only in electronic media. The **Natrelle**[®] Patient Email and the **Natrelle**[®] Web Banner as provided or described in www.natrellesurgeon.com cannot be used in any other advertising materials outside of electronic media unless expressly consented to by Allergan in writing. The **Natrelle**[®] Patient Email and the **Natrelle**[®] Web Banner expire on July 1, 2011 and cannot be used after this date.