

## **COPYRIGHT LICENSE AGREEMENT**

This Copyright License Agreement (“Agreement”) is made by and between **TREACE MEDICAL CONCEPTS, INC.**, a corporation organized and existing under the laws of the State of Delaware, with an address at 203 Fort Wade Rd. Suite 150, Ponte Vedra, FL 32081 (“Company”), and Licensee (Company and Licensee are each referred to as a “Party,” and collectively as the “Parties”).

### **Background**

Company is a medical device company who has authored and created, and owns all right, title and interest in and to, the writings and materials referenced and/or included in Exhibit A attached to and made an integral part of this Agreement (the “Materials”). Without limiting the foregoing, the Materials may include patient brochures, patient animations and other marketing materials intended to educate the public on the safe and effective use of the Company’s products.

Licensee is a physician practice whose members have received training on the use of the Company’s products and who wishes to educate its patients on the safe and effective use and benefits of the Company’s products using the Materials in the manner set forth in this Agreement.

The Parties acknowledge that all right, title, and interest in and to the Materials, specifically including without limitation all copyrights, patent rights and trademark rights are owned by Company.

Company wishes to license the right to Licensee to use the Materials in Licensee’s medical practice as outlined below.

NOW, THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and adequacy of which the Parties acknowledge, the Parties, intending to be legally bound hereby, agree as follows:

1. Company grants Licensee a non-exclusive, non-transferable, royalty-free license to use the Materials for the limited purpose of educating patients in the safe and effective use and benefits of the Company’s products and related procedures in Licensee’s medical practice. This limited license shall include posting the Materials on Licensee web sites and making and circulating accurate, unmodified reprints. Any reprints or other uses under this paragraph shall bear the following notice: “©2016 Treace Medical Concepts, Inc. Used with permission.” And shall also include all notices included in the Materials provided by Company, along with any further notices Company may require from time to time upon notice to Licensee. Any uses of the Materials by Licensee shall be attributed to Company. Licensee shall make no change of any nature whatsoever to the Materials without the prior, written consent and agreement of Company, which may be withheld at its sole discretion.

2. Company shall have the right, from time to time and upon notice to Licensee, to remove from, add to or otherwise modify any of the Materials. If Company elects to do so, it will provide Licensee with a revised Exhibit A to this Agreement.

3. Licensee agrees that, as between the Parties, all right, title and interest in and to the Materials are the sole and exclusive property of Company, including but not limited to, all copyrights in any derivative works based on the Materials. Licensee shall provide Company with a copy of any such derivative works of which Licensee is aware.

4. Company represents and warrants to Licensee that Company has the right to enter this Agreement and to convey the rights conveyed hereby and that to the best of Company's knowledge, neither the Materials nor its title infringes any copyright, trademark right, proprietary right or other right of any third party.

5. Nothing contained in this Agreement will be construed in any manner as (i) an obligation or inducement for Licensee to purchase, order, prescribe, or recommend any Company products, or (ii) an endorsement or recommendation of Licensee by Company.

6. None of the following are valid and binding except if in writing and signed by the parties: amendments, changes, extensions, modifications, or waivers of this Agreement.

7. Licensee shall not assign its rights under this Agreement absent express prior written approval from Company.

8. This Agreement can be signed on one or more copies, including facsimile, if each copy equally and conspicuously evidences this Agreement.

9. Any notices required by the terms of this Agreement must be in writing, must be delivered in one of the following ways, and will be deemed received: (a) on the date delivered if delivered by hand; (b) the next following business day after being sent if sent by overnight courier; or (c) three (3) business days after mailing if postage is prepaid, sent by certified mail, and return receipt requested. The Parties shall send any notices related to this Agreement to the address in the first paragraph of this Agreement. A Party may change its mailing address for notice but must give the other Party notice in accordance with this paragraph.

10. The laws of Florida, USA, govern the construction and interpretation of the terms of this Agreement without regard to any conflict of laws provision. All causes of action arising from this Agreement will be litigated in the Federal District Court, Middle District of Florida, Jacksonville Division.

11. This Agreement contains the complete and exclusive understanding between the Parties relating to its subject, effective as of the date last signed below. Company may terminate this Agreement and the license granted hereunder immediately upon notice at any time.

**EXHIBIT A**

1. Lapiplasty® Procedure patient education brochure (M018 Rev. A).
2. Lapiplasty® Procedure patient education animation (M024 Rev. A).