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Transactional Matter Files

APA - Article IV Section 4.11 Material Contracts

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(l) On December 1, 2010, UTRF entered into an Intellectual Property License with iCare which has been approved by Buyer.

4.11 Material Contracts.

(a) **Schedule 4.11(a)** sets forth all of the Material Contracts. "**Material Contracts**" means all of the following Contracts used or held for use in or related to the conduct of the Business to which Seller is a party or by which Seller is bound, other than Contracts for Licensed Commercial Software (which are listed on **Schedule 4.10(a)(ii)**):

(i) each Contract for a subscription or license to the Product Offerings, including beta testing agreements and any Contract with UT;

(ii) each Contract involving actual or potential payments to or from Seller in excess of \$5,000 in the aggregate in any 12 month period or during the term thereof;

(iii) each Contract between or among Seller and any Affiliate of Seller;

(iv) each employment or consulting agreement, contract or binding commitment providing for annual compensation payments or for severance, termination or "golden parachute" payments or other similar payments, additional rights or benefits (whether or not optional) upon the occurrence of the transactions contemplated herein or upon the termination of employment;

(v) each note, bond, guarantee, mortgage, indenture, lease, guarantee, license, contract, agreement or other instrument or obligation relating to the borrowing of money by Seller or to the guarantee or assumption by Seller of the obligations of any other Person for borrowed money;

(vi) each distributor, consultant, representative, broker or advertising contract that is not terminable by Seller at will or by giving notice of 30 days or less, without Liability;

(vii) each Contract pursuant to which Seller (A) uses any Intellectual Property of any other Person or incorporates any Intellectual Property of any other Person in any of the Business' products or services (excluding unmodified, generally available, commercial, off-the-shelf software having individual replacement cost of \$1,000 or less), (B) granted or agreed to grant any other Person the right to use any Intellectual Property, (C) developed or had developed any Intellectual Property, or (D) assigned or agreed to assign ownership of any Intellectual Property or had assigned to it or obtained the right to have assigned to it any Intellectual Property;

(viii) each Contract imposing any restriction on the right or ability of Seller, the Business or any employees thereof to (A) compete with, or solicit the services or employment of, any other Person with respect to the Business; (B) sell any product or other asset, or perform any services related to the Business anywhere in the world; (C) acquire any

product or other asset or any services related to the Business from any other Person, sell any product or other asset to or perform any services related to the Business for any other Person, or transact business or deal in any other manner related to the Business with any other Person; or (D) develop, use, sell or license any Intellectual Property related to the Business;

(ix) each Contract concerning a partnership or joint venture or involving the sharing of profits or expenses related to the Business to which Seller is a party;

(x) each Contract pursuant to which Seller is committed to make a capital expenditure or to purchase a capital asset in excess of \$2,000 which is not contemplated by Seller's capital expenditure budget for the Business;

(xi) each Contract that is material to the condition (financial or otherwise) or operation of the Business, or which is outside the Ordinary Course of Business;

(xii) each Contract or other agreement under which Seller has agreed to indemnify any Person relating to the conduct of the Business;

(xiii) each Contract presently in effect, whether or not fully performed, by Seller with any current or former officer, manager, consultant, independent contractor or other employee (or group of employees) or equity holder (or group of equity holders) of Seller which relates to the Business; and

(xiv) each Contract that has or could reasonably be expected to have a Material Adverse Effect if (A) any other party cancelled or terminated such Contract (with or without notice or the passage of time), (B) any other party claimed monetary damages (either individually or in the aggregate with all other such claims under such Contracts) from Seller, or (C) any obligation were accelerated or any benefit were lost under such Contract.

(b) Each Acquired Contract that is a Material Contract may be transferred to Buyer pursuant to the terms of this Agreement, and each such Acquired Contract will be legally valid and binding and enforceable immediately following the Closing on terms identical to those in effect immediately prior to the Closing, in each case without breaching the terms thereof or resulting in the forfeiture or impairment of any rights thereunder and (except as set forth on **Schedule 4.16**) without the consent, approval or act of, or the making of any filing with, any other Person. Seller has performed, or is performing, all material obligations required to be performed by it to date under the Material Contracts, and it is not (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect thereunder. Seller has neither waived nor released any of its material rights under any Acquired Contract. Complete and correct copies of all Material Contracts, together with all material modifications, supplements and amendments thereto, have been made available to Buyer. Except as set forth on **Schedule 4.11(b)**, Seller is not a party to any Contract with (i) any Governmental Body or (ii) any third party relating to a Contract between such third party and any Governmental Body.

(c) All Material Contracts are valid, binding and in full force and effect and are enforceable against Seller and each other party thereto, in accordance with their terms, except as limited by (i) applicable bankruptcy, insolvency, fraudulent conveyance or other similar laws affecting creditors rights generally and (ii) general principles of equity, regardless of whether considered in a proceeding at law or equity. Except as set forth on **Schedule 4.11(c)**, no other party to any Material Contract is (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect thereunder or has repudiated any term of any Material Contract. Seller has not received any written notice of termination, cancellation or non-renewal with respect to any Acquired Contract, and to the Knowledge of Seller, no other party to an Acquired Contract plans to terminate, cancel or not renew any Acquired Contract.

4.12 Employee Benefits Plans.

Seller had no plan, program, policy or Contract related to the Business providing for compensation, bonuses, pension, retirement, profit sharing, health, dental, vision, life, disability, severance, termination pay, performance awards, equity or "profits interested" awards, fringe benefits or other employee benefits of any kind, if any, including any "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), which is sponsored, maintained, or contributed to by any non-individual Seller or any Affiliate of any of them in which any current or former employee, officer, consultant, independent contractor, agent or manager of Seller participates (collectively, the "**Benefit Plans**").

4.13 No Employees.

(a) Except as otherwise provided in **Schedule 4.13(a)**, Seller neither has, nor has it ever had or engaged in the past, any employee that relates in any way to the Business or the Acquired Assets

(b) Except as otherwise provided in **Schedule 4.13(b)**, Seller has not engaged an independent contractor, other than legal counsel, in connection with the Business or the Acquired Assets.

4.14 No Other Intellectual Property.

Other than the Intellectual Property being transferred to Buyer, Seller has no, nor has it had in the past, any patents and patent applications, registered trademarks and trademark applications, material unregistered trademarks (including all trademarks currently designated by Seller with a "TM" or "SM"), registered copyrights and copyright applications, trade names, logos, Internet domain names, software and Internet and World Wide Web URLs, relating to the Business or the Acquired Assets.

4.15 No Government Contracts.