

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”) is entered into between Luxottica Retail North America Inc., an Ohio corporation, its successors and assigns (“**Licensor**”), with its business address at 4000 Luxottica Place, Mason, Ohio 45040-8114, and the individual or corporate entity identified on the attached Schedule E (the “**Doctor**”).

1. DEFINITIONS

- A. “**Effective Date**” means the effective date of this Agreement set forth on the attached Schedule E.
- B. “**Equipment**” means that equipment, furniture, and fixtures located in the Office as listed in Schedule A attached hereto.
- C. “**Lease Agreement**” means the lease agreement (including any amendments thereto) between Licensor and its Landlord for the Premises.
- D. “**Licensor Software**” means any software products, programs or systems owned by Licensor which are licensed by Licensor to Doctor pursuant to this Agreement.
- E. “**Office**” means the space licensed to Doctor under this Agreement, as described in Schedule E attached hereto.
- F. “**Premises**” means the space leased to Licensor under the Lease Agreement.
- G. “**Software**” means the Licensor Software and the Third-Party Software, collectively.
- H. “**Third Party Software**” means any third-party software products, programs or systems which are (i) licensed by a third party to Licensor and (ii) sublicensed by Licensor to Doctor pursuant to this Agreement.

2. GRANT OF LICENSE; TERM

- A. Grant. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Doctor a license to use the Office and the Equipment for the term of this Agreement. Licensor and Doctor agree that the license granted herein shall not be deemed to be coupled with an interest, and that this Agreement shall not be deemed to constitute a lease or sublease.
- B. Term and Termination
 - 1. The term of this Agreement shall commence on the Effective Date and end on the expiration date set forth in Schedule E attached hereto.
 - 2. In the event Licensor ceases to operate a retail store at the Premises for any reason or otherwise elects to convert the retail store at the Premises to a Licensor affiliated brand other than the one identified in the Brand Affiliation Agreement at Schedule B, or from a sublease model to a franchise model, this Agreement shall automatically terminate on the date selected by Licensor in its sole discretion; provided, that such date shall not be more than 30 calendar days before Licensor ceases to operate a retail store at the Premises or Licensor’s election goes into effect.
 - 3. Either party may terminate this Agreement for any reason (or no reason) by providing written notice to the other party at least 60 days prior to the first anniversary of the Effective Date of this Agreement. If either party elects to terminate this Agreement pursuant to the foregoing sentence, this Agreement shall terminate as of the first anniversary of the Effective Date of this Agreement. The foregoing termination right shall apply solely in the event that the Doctor or any of its affiliates has not previously operated at the Office and that this Agreement represents the initial relationship between the Doctor and the Licensor (“Initial Relationship”).
 - 4. Option to Terminate Based on Patient Satisfaction. The Parties acknowledge that if either fails to maintain an average Net Promoter Score of 40 or more over any 6-month period, the other has the right to terminate this Agreement on sixty (60) days written notice.
- C. Right of First Offer. Doctor shall, at expiration of this Agreement, have a right of first offer to receive a new agreement (“**Right of First Offer**”) for the term proposed by Licensor pursuant to Paragraph 2.D.2 below, subject to satisfaction of the following conditions:
 - 1. No default notices pursuant to this Agreement or the Brand Affiliation Agreement, attached hereto as Schedule B, have been issued to the Doctor;
 - 2. Doctor’s exam growth is at least 5% average over the previous twenty-four months for a multiple year term or the current duration of occupancy for a one-year term; and

3. Doctor achieves a Net Promoter Score (NPS) of 70 or above. (Net Promoter Score refers to a current measure of satisfaction, as determined by Licensor, of patients or customers with the overall eye exam or dispensary experience, as applicable, through survey methods, which may be updated and revised by Licensor from time to time. It indicates the likelihood that the patient will recommend the Doctor for services to friends or family.)
- D. Continuation or Termination of Relationship. Except in the case of an Initial Relationship between Licensor and Doctor, at least ninety (90) days before the end of the current term of this Agreement, Licensor will either:
 1. notify Doctor in writing that this Agreement will terminate at the end of the current term due to Doctor's failure to satisfy the conditions for the Right of First Offer pursuant to Paragraph 2.C above; or
 2. in the event Doctor has satisfied the conditions for the Right of First Offer pursuant to Paragraph 2.C above, offer a new agreement to Doctor on terms acceptable to Licensor in its discretion including license fee and term ("**New License Agreement**").

In the event Licensor offers a New License Agreement to Doctor pursuant to Paragraph 2.D.2, Doctor must sign the New License Agreement not less than sixty (60) days prior to the end of the current term of this Agreement. In the event Licensor offers a New License Agreement to Doctor pursuant to Paragraph 2.D.2 but Doctor does not sign the New License Agreement within sixty (60) days prior to the end of the current term, this Agreement shall automatically terminate at the end of the term.

3. USE

Doctor agrees to use the Office only for the practice of optometry including conducting eye examinations, using and prescribing pharmaceuticals as permitted by law and Doctor's specific certification, the sale of medically necessary contact lenses and fitting contact lenses. "Medically necessary" means that patient's vision and spectacle prescription meet one of the following: (a) Anisometropia of 3D in meridian powers, (b) High Ametropia exceeding -10D or +10D in meridian powers, (c) Keratoconus when the patient's vision is not correctable to 20/25 in either or both eyes using standard spectacle lenses or (d) Vision improvement other than keratoconus for patients whose vision can be corrected by two lines on the visual acuity chart when compared to the best corrected standard spectacle lenses. Doctor shall not use the Office for any purposes other than those described above, including but not limited to: (i) the selling, dispensing or fitting of eyeglass frames, eyeglass lenses, eyeglass accessories or sunglasses; (ii) the sale of contact lenses, solutions or contact lens accessories; (iii) in any way that could adversely affect Licensor's use of the Premises as an eye care/eye wear center; or (iv) in any way which would increase the existing rate of insurance upon the Office or the Premises or cause cancellation of such insurance.

4. HOURS OF OPERATION

- A. Doctor may upon prior written notice to Licensor open the Office one-half hour before Licensor's opening of the retail portion. Doctor agrees that patients shall be accepted upon appointment or walk-in basis until thirty (30) minutes before the Office closes.
- B. Doctor agrees that an optometrist shall be physically present and available to see patients during the hours agreed upon and set forth in Schedule E attached hereto.
- C. Doctor agrees to make Doctor's appointment book available to Licensor outside of Doctor's scheduled hours of operation set forth in Schedule E or, in the alternative, to provide an online scheduler for the purpose of enabling customers to make appointments with Doctor while Licensor's retail store is open.
- D. In the event that a state of emergency is declared affecting the Premises, by any local, state or federal governmental authority, Luxottica may unilaterally reduce the hours of operation for the Premises and Office until such time as determined by Luxottica or such state of emergency is terminated, whichever is earlier.

5. FEES; PAYMENT TERMS; BOOKS AND RECORDS

- A. License Fee. Doctor agrees to pay to Licensor the License Fee described in Schedule E as Doctor's contribution to Licensor's payment to its Landlord under the Lease Agreement for the space used for the Office including (but not limited to) base rent, maintenance and utilities (as defined in Section 8 below), contribution to any applicable sales and use tax, and for the use of Equipment, furniture and fixtures, training and development, practice management consultation, office systems including but

not limited to patient recall program, local telephone charges, internet connection when available (pursuant to then-current guidelines) and marketing.

- B. Annual Adjustment. After the first year of this Agreement, the License Fee may be adjusted and fixed on an annual basis by Licensor. Notwithstanding the foregoing, the License Fee shall not increase more than a total of \$600.00 per month or \$7,200.00 per year from the immediately preceding year's License Fee, nor shall the License Fee decrease from year to year. Fees for staffing will be adjusted monthly in accordance with actual use of store labor as described in 5G.
- C. Payment Terms.
1. The payment start date of the License Fee is set forth on the attached Schedule E.
 2. Doctor shall pay the License Fee via electronic funds transfer.
 3. Doctor agrees to execute and comply with the terms of Schedule C authorizing Licensor to debit a designated checking account for payments due under this Agreement.
 4. Doctor agrees that the terms of Schedule C will remain in full force and effect until all amounts payable under this Agreement are paid in full.
 5. Doctor shall be charged a late fee of up to two hundred dollars (\$200) for each late payment of the License Fee to cover Licensor's costs associated with the late payment.
 6. Doctor shall pay the License Fee without any deduction or set-off whatsoever.
 7. Licensor may apply payments received from Doctor for the License Fee or otherwise to any obligations of Doctor then accrued, without regard to such obligations as may be designated by Doctor.
- D. Doctor's Collection of Fees for Services. Doctor shall not be precluded from collecting fees for services that are not included in a health plan's products and services, subject to any patient disclosure requirements contained in the health plan's provider agreement with the optometrist or that are not otherwise prohibited by the Knox-Keene Health Care Service Plan Act of 1975 (Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code).
- E. Brand Affiliation Agreement. Licensor and Doctor (in Doctor's individual capacity) are contemporaneously entering into a Brand Affiliation Agreement which is attached hereto as Schedule B.
- F. Books and Records; Audit.
1. Doctor shall maintain complete and accurate books, records and accounts, as may be defined from time-to-time, generally including, but not limited to (collectively referred to as "Daily Count"):
 - a) comprehensive exams per day;
 - b) refractions per day;
 - c) contact lens exams per day;
 - d) medical exams per day; and
 - e) records of same day patients including but not limited to sign-in sheets and appointment books.
 2. Doctor shall submit on-line in a format designated by Licensor a statement of Doctor's Daily Count and other requested business information to Licensor so that the statements are received by the fifteenth calendar day of the month following the month for which the Daily Count are being reported (e.g., Daily Count reports for February are due by March 15). Doctor may submit such on-line statements to Licensor by logging on to www.luxotticaeyecare.luxottica.com or such other method as Licensor may designate to Doctor from time to time in writing. Failure to submit such reports with all requested information or in the required electronic format shall result in a late or defective submission assessment of \$200.00 for each late or defective report. In lieu of the above, Doctor may maintain such records in TAB, as defined in Section 8.D below, provided that Doctor provides Licensor access to such records for review and reporting purposes.
 3. Doctor shall keep all such books and records for a period of at least three (3) years from the last day of the calendar or fiscal year to which the books and records are applicable. Doctor shall keep the records at the Office, or at a location where the books and records can be obtained within one (1) business day.
 4. Licensor and its agents may copy and audit all of Doctor's books and records necessary to determine Doctor's Daily Count. Licensor agrees that any information obtained regarding the Doctor's books

and records shall be kept confidential; provided, that Licensor may disclose such records to the extent required to comply with a court order, subpoena, governmental request, or applicable law.

5. Licensor shall give Doctor at least five (5) business days' advance notice of an audit. Doctor hereby agrees to be available during such audit to answer questions and provide other information as may be required.
6. If the audit is made necessary by Doctor's failure to maintain Daily Count information or remit Daily Count statements to Licensor, then in addition to any other remedy which may be available to Licensor, Licensor may require Doctor to reimburse Licensor for all reasonable costs of the audit, including, but not limited to, travel costs.

G. Staff Support

1. If requested by Doctor, Licensor may provide support (Staff Support") to Doctor to assist Doctor in the performance of services in the Office. Such Staff Support shall at all times be considered employees of Licensor. During those hours in which Licensor's employees are providing Staff Support for the Doctor, they shall be trained and supervised by the Doctor.
2. Employees of the Licensor may perform the following administrative tasks for the Doctor: answer telephone calls, book appointments, greet patients and start intake paperwork, maintain files, verify insurance information/authorizations, process payments from patients, perform data entry for closed files, pull and refile patient files for exams, call patients to confirm appointments, assist with administration of patient recall program, pre-test patients, maintain contact lens trial supply, and organize and maintain a clean exam area.
3. Employees of the Licensor will not perform the following tasks for the Doctor: submission of claims, reconciliation of accounts receivable, preparation and/or drop off of bank deposits, or private or personal activities for the Doctor.
4. Staff Support fee is calculated by charging an hourly rate per person for actual staff support provided and will be billed during the month following actual usage. Payment shall be due within thirty (30) days of the date of such invoice. Unless expected hours are otherwise requested in writing by Doctor, hours will be forecasted based on Licensor's forecasting process and will not be less than the hours of coverage provided by the doctor.
5. During the term of the Agreement, Doctor may request additional or reduced staff support hours. If approved by Licensor, an adjustment will be processed to adjust the staff support hours provided and staff support fee. Doctor, however, is free to hire additional staff for the practice as Doctor sees fit and at Doctor's own expense.
6. Doctor has fourteen (14) days from any given day to notify their Regional Manager or EyeCare Director of any discrepancy of amount being changed.

6. RIGHT OF FIRST REFUSAL

- A. In the event Doctor is not providing optometric coverage five or less days a week, from time to time during the term of this Agreement, Doctor shall have the right of first refusal to provide additional days of optometric coverage at the Office as may be desired by Licensor. In such event, Licensor shall provide Doctor with written notice of the number of additional days of coverage so desired by Licensor and, provided that Doctor is not in default under the terms of this Agreement, Doctor shall have such right of first refusal, exercisable by providing written notice to Licensor within fifteen (15) days following Doctor's receipt of such notice from Licensor, to provide such additional days of coverage on the terms and conditions contained in this Agreement.
- B. If Doctor chooses not to provide such additional days of coverage or fails to provide Licensor with written notice exercising such right of first refusal within the fifteen (15) day period, Licensor shall have the right to grant a license to another optometric provider for such additional days. Doctor expressly consents to any such grant by Licensor to another optometric provider to utilize the Office as an office and to utilize the Equipment on substantially similar terms and conditions as are contained in this Agreement during such additional days. Doctor hereby agrees to execute and deliver such additional documents, instruments and consents as Licensor may request in order to fully effectuate the terms of this Section.

7. ADVERTISING; MARKETING

Doctor acknowledges that Licensor includes from time to time in its advertising, reference to the types of services and products that may be provided at Doctor's offices next to Licensor. Doctor agrees to cooperate fully with Licensor in the design, layout and content of such advertising. Since advertising is arranged or ordered several months in advance of distribution or publication, Doctor acknowledges that Doctor's name may appear in advertising after the termination of this Agreement. Doctor agrees that any advertisement that is ordered before the effective date of the termination of this Agreement will not be the basis of any claim or cause of action against Licensor and cannot and will not be the cause of any damages to Doctor.

8. UTILITIES; TECHNOLOGY

- A. Licensor shall provide power, heat, air conditioning, water, sewage facilities, local telephone lines and internet connection when available ("Utilities"). Licensor shall not be liable for any damages resulting from the interruption of such Utilities.
- B. Any internet connection is for Doctor's use of Licensor provided systems or programs. Licensor does not guarantee that such connection will be sufficient for Doctor's non-Licensor provided systems and Doctor is permitted to install additional connections at Doctor's expense, with Licensor's prior written approval, which will not be unreasonably withheld. Any Doctor installed system or network shall be separate from and not connected to Licensor's provided equipment or systems. Doctor is responsible for the cost of any cabling, supporting equipment, network or internet connections for Doctor owned systems.
- C. Doctor agrees that Licensor owns all telephone lines and telephone numbers. Doctor agrees that upon termination of this Agreement, all such telephone lines and numbers will remain at the Premises and will not be transferred to Doctor.
- D. Licensor provides a web-based software program called The Appointment Book ("TAB"). Doctor agrees that:
 1. Licensor can only use the protected health information of Doctor's patients for the purpose for which the patient has given written authorization, including:
 - a) Patient recall for the Doctor who provided the information;
 - b) Providing coupons only as part of said recall; and
 - c) Eliminating duplicate mailings that may occur as a result of that recall and the regular course of on-going direct mail efforts.
 2. Doctor shall maintain all patient records in TAB in accordance with all applicable legal requirements. If Doctor ends their affiliation with Licensor, Doctor must either transfer all patient information/data to an incoming doctor or legally discard all patient information/data collected through TAB. Prior to the termination of this Agreement, Doctor may print or download their patient data, or alternatively, request a file of their patient data for a fee.
 3. Licensor has sole proprietary rights to any and all software programs associated with TAB. Doctor disclaims any rights to use such software upon the termination of this Agreement.
 4. Doctor agrees to provide access to Licensor for the purpose of producing a report relating to the availability analysis, a copy of which will be provided to the Doctor and the field manager. If Doctor does not use TAB for the appointment book, Doctor agrees to use an alternative method for appointments in order to determine the availability to share at the Annual Business Conversation described in Schedule B.
- E. If Licensor leases equipment to Doctor that may record or retain "protected health information" and/or "electronic protected health information" regarding Doctor's patients (collectively "PHI"), the parties agree that such information belongs to Doctor. Doctor shall maintain all PHI in accordance with all applicable legal requirements. Upon termination of this Agreement or exchange or removal of any or all Equipment, Doctor shall, at Doctor's sole expense, print or download all PHI or, request a file of all PHI and, in either event, arrange at Doctor's sole expense for its deletion from such Equipment prior to removal of any Equipment from the Office. In the event of the termination of this Agreement, Doctor may also arrange for the transfer of such PHI to any succeeding practitioner or practice.
- F. Licensor may, from time to time, provide or make available to Doctor certain Licensor-owned Licensor Software associated with the Equipment described in Schedule A. Licensor hereby grants to Doctor, and Doctor hereby accepts, a limited, non-exclusive, non-assignable, non-transferable license to use such Software solely in connection with the Doctor's practice of optometry at the Office. Doctor shall

not, and shall ensure that its employees do not, (i) decompile, disassemble or reverse engineer the Software for the purpose of developing a similar product or service, or (ii) copy, rent, lease, resell, transfer, publish, sublicense, or distribute the Software, or (iii) otherwise transfer rights to the Software or allow third parties access to or use of the Software. Doctor's use of any Software shall be subject to the policies and procedures as established from time to time by Licensor. Doctor disclaims any rights to use the Software upon termination of this Agreement. The rights granted by Licensor to Doctor pursuant to Section 8(G) and Section 8(H) of this Agreement shall immediately terminate upon termination of this Agreement.

- G. Licensor may, from time to time, provide or make available to Doctor certain Third-Party Software associated with the Equipment described in Schedule A, for which Software Licensor may charge a Software Fee. Licensor hereby grants to Doctor, and Doctor hereby accepts, a limited, non-exclusive, non-assignable, non-transferable sublicense to use the Third-Party Software solely in connection with the Doctor's practice of optometry at the Office.
- H. Doctor agrees to the terms and conditions described in the attached Schedule F, COMPUTER SECURITY POLICY.
- I. **In the event of inaction on the part of the Doctor under paragraphs D.2 and E above, Doctor agrees that such records/PHI may be and are hereby transferred to the possession of the succeeding practitioner or practice. In the event the succeeding practitioner/practice refuses to take possession of the records/PHI, Licensor will provide doctor with thirty (30) day notice, at the Doctor's last known email address, of such non-transfer and request Doctor's instructions for handling of the records/PHI. If, by the close of the thirty (30) day period, no instructions are received from Doctor for the handling of the records/PHI, Doctor hereby authorizes the immediate and permanent destruction of the records/PHI. Doctor understands and agrees that the handling of such records/PHI is the responsibility and obligation of Doctor and that this paragraph I is evidence of Doctor's professional judgment in this regard.**

9. ALTERATIONS

- A. Doctor shall not make alterations, modifications, or improvements to the Office or to any furniture, fixtures, or Equipment in the Office without the prior written consent of Licensor and, if required under the Lease Agreement, the prior written consent of the Landlord under the Lease Agreement, for which Licensor will seek approval. Any approved alterations shall be at Doctor's own expense. Any fixture added to the Office shall become the property of Licensor.
- B. During the term of this Agreement, Licensor shall have the right to alter, modify, refurbish or remodel the Office, including without limitation, the office exterior, interior, existing signs, configuration, size and any other improvements or alterations as reasonably determined by Licensor, to maintain the Office in a good, attractive condition, in compliance with all legal requirements and Licensor's obligations under the Lease Agreement. In the event Licensor elects or is required to refurbish or remodel the Office, and such refurbishment or remodel includes a modification of the size of the Office, it shall be without any adjustment to the License Fee paid by Doctor during the term in which the modification was made.
- C. Licensor shall use its best efforts to perform any refurbishment or remodeling at reasonable times to minimize disruption to Doctor's business operations; provided, however, that Licensor has the right to relocate the Office during such refurbishment or remodeling. If such refurbishment or remodeling substantially and permanently reduces the capacity of the Office, Doctor may terminate this Agreement upon 120 days' prior written notice to Licensor. Such notice from Doctor must be given within 30 days from the date Licensor shares the final remodel or refurbishment drawings to the Doctor.

10. OFFICE AND EQUIPMENT MAINTENANCE

- A. Licensor shall:
 - 1. Maintain the Office in good repair including:
 - a) Providing routine repairs to maintain a clean appearance including, but not limited to, repair or replacement of floor coverings, paint, wall coverings and ceiling tiles for interior walls and ceiling, and interior windows, doors, and plate glass of the Office;
 - b) Using reasonable efforts to ensure that the Landlord fulfills its obligations under the Lease Agreement to keep the Premises in good condition; and

- c) Providing any repairs to the Office interior that are necessary as a result of damage caused by burglary, vandalism, robbery or any other attempt to gain access to the Office.
2. Licensor reserves the right to deploy additional Equipment and/or remove Equipment, in its sole discretion, as further described in the attached Schedule A and as deemed necessary to support the implementation of any new Program. Doctor agrees to accept delivery and installation of additional Equipment provided by Licensor.

B. Doctor shall:

1. Use the Equipment only at the Office and at no other location and cooperate fully with Licensor in the scheduling and performance of Equipment maintenance and repair.
2. Provide reasonable routine Equipment maintenance and usual day-to-day housekeeping tasks for the Office as are customarily provided by commercial janitorial services. Reasonable routine Equipment maintenance includes, but is not limited to, regular daily cleaning, providing and changing light bulbs and lamps, and other routine maintenance suggested by the manufacturer or good industry practice.
3. Provide and pay for any repairs or replacements to the Equipment or Office necessitated by any failure to properly maintain the Equipment or Office.
4. Provide and pay for repairs or replacements to the Office or Equipment which become necessary as a result of damage caused by Doctor or Doctor's employees.
5. Comply with all state, federal, and local laws or requirements affecting the Equipment or Office. This includes, but is not limited to, maintaining the Office in a clean, sanitary and safe condition in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, and other agencies having jurisdiction.
6. Promptly advise Licensor in writing of any necessary repairs that are Licensor's or Landlord's responsibility.
7. Surrender the Equipment and Office in good condition, reasonable wear and tear excepted, upon termination of this Agreement.

11. INSURANCE

- A. During the term and any period Doctor is in possession of the Office, Doctor shall maintain at Doctor's own expense:
1. "all-risk" or "special causes of loss" property insurance with extended coverage and sewer back-up coverage covering all present and future Doctor's improvements and all Doctor owned property in the Office, in amounts sufficient to meet the insurance requirements set forth in the Lease Agreement. This policy shall include a waiver by Doctor's insurer of any right of subrogation against Luxottica Retail North America Inc., its parents, subsidiaries and affiliates by reason of any payment pursuant to such coverage. Licensor shall provide doctor with a waiver of subrogation on behalf of its insurer for losses covered by its "special causes of loss" property insurance with extended coverage.
 2. An occurrence form policy or policies of Commercial General Liability and excess umbrella liability insurance including blanket contractual liability (including in its coverage Doctor's indemnity under this Agreement) and personal injury, products and fire-legal liability coverages, in respect of the Office and the conduct and operation of Doctor's business. The combined single limits of such insurance policy or combined primary and excess umbrella liability policies shall be an amount which is from time to time acceptable to a prudent tenant in the community in which the Premises are located but not less than \$1,000,000 per occurrence with an annual aggregate of \$3,000,000. If Doctor has two or more offices, then annual aggregate is increased to \$4,000,000.
 3. An occurrence form policy of Optometric Professional Liability insurance in respect to the operation of Doctor's professional practice in the Office. The limit on such policy shall be at least \$2,000,000 per occurrence with an annual aggregate of \$4,000,000.

If Doctor is unable to purchase professional liability coverage on an occurrence form policy, Doctor is permitted to purchase claims-made professional liability insurance. If Doctor maintains at any time a claims-made policy and such policy is terminated for any reason, Doctor shall purchase and maintain tail or extended reporting coverage for such policy for a minimum of five years. Doctor

also agrees to replace such terminated policy with another professional liability policy with the same limits as set forth herein prior to the effective date of the termination of the existing policy.

The coverages required under sections 13.A.2 and 3 above can, as an alternative, be provided under one Commercial General Liability insurance policy as long as all coverages specified in these sections are included along with a waiver of subrogation.

The limits on such policy or combined primary and excess umbrella liability policies shall be at least as specified above.

4. Worker's Compensation coverage as required by law, including Employer's Liability coverage, with a limit of not less than One Hundred Thousand Dollars (\$100,000) and waiver by Doctor's insurer of any right of subrogation against Luxottica Retail North America Inc., its parents, subsidiaries and affiliates by reason of any payment pursuant to such coverage, if Doctor has employees and is required to provide said coverage.
 5. All statutorily required insurance coverages.
 6. Any other form of insurance as Landlord or Licensor, acting reasonably requires from time to time, in form, amounts and for insurance risks against which a prudent tenant would insure.
- B. All policies of insurance required of Doctor herein shall be issued by insurance companies with general policyholder's rating of not less than A- and a financial size rating of not less than Category VII, as rated in the most current available "Best's Key Rating Guide" and which are qualified to do business in the state in which the Office is located. All such policies, including the professional liability coverage but excluding the Worker's Compensation coverage, shall name Luxottica Retail North America Inc., its parents, subsidiaries and affiliates, any applicable host store company, and such other parties as Licensor directs as an additional insured.
- C. Executed copies of the policies of insurance or certificates thereof along with a copy of the "Additional Insured" endorsement shall be delivered to Licensor prior to Doctor, its agents or employees entering the Office for any purpose. Thereafter, executed copies of renewal policies or certificates thereof shall be delivered to Licensor within 30 days prior to the expiration of the term of each policy. All policies of insurance delivered to Licensor must contain an endorsement requiring that the company writing the policy will give to Licensor 30 days prior written notice of any cancellation or lapse or the effective date of any reduction in the amounts of insurance. All policies required of Doctor herein shall be endorsed to read that such policies are primary policies and any insurance carried by Licensor shall be noncontributing with such policies. Each policy shall contain a separation of insureds clause. No policy required to be maintained by Doctor shall have a deductible greater than Five Thousand Dollars (\$5,000) unless approved in writing by Licensor.
- D. Neither Licensor nor any of Licensor's agents make any representation that the types of insurance and limits specified to be carried by Doctor under this Agreement are adequate to protect Doctor. If Doctor believes that any such insurance coverage is insufficient, Doctor shall provide, at its own expense, such additional insurance as Doctor deems adequate. Nothing contained herein shall limit Doctor's liability under this Agreement.

12. INDEMNIFICATION

- A. The term Licensor as used in this Section shall refer to Luxottica Retail North America Inc., its parent, subsidiaries, affiliates, and their respective employees, officers, directors, agents, assigns and successors in interest.
- B. Doctor shall indemnify, defend and hold Licensor harmless from any and all claims (including claims against Licensor based on apparent agency or ostensible agency, or vicarious liability), demands, causes of action, suits, losses, obligations, judgments, costs of settlement, liabilities, debts, damages and expenses (including reasonable attorneys' fees and costs) for injuries, illnesses or death to any persons, for economic loss to a person, or for loss or damage to property of a person arising, in whole or in part, from (i) any infringement or alleged infringement of any patent, copyright, trademark, trade secret or other intellectual property rights of a third party relating to use of the Software or Equipment by Doctor or its employees, and/or (ii) any act, omission, negligence, or fault of the Doctor, Doctor's officers, agents, employees or invitees arising, in whole or in part, out of or in connection with Doctor's operation of the optometric practice at the Office, or Doctor's use of the Office, regardless of any negligence on the part of Licensor.

- C. Licensor shall indemnify, defend and hold Doctor harmless from any claims, demands, causes of action, suits, losses, obligations, judgments, costs of settlement, liabilities, damages and expenses (including reasonable attorneys' fees and costs) for injuries, illnesses or death to persons other than Doctor or for loss of or damage to property of a person other than Doctor caused by the gross negligence or willful misconduct of Licensor, its employees or agents.
- D. In the event that any such claim, demand, suit or action is made or filed against Doctor, Doctor shall give Licensor notice in writing within three (3) business days of receipt of such claim, demand, suit or action, in writing by overnight, certified or registered mail, return receipt requested.
- E. Licensor expressly reserves the right to defend its interests against any such claim, demand, suit, or action and to recover from Doctor any expenses (including reasonable attorneys' fees and costs) so incurred by Licensor. This right shall include, but not be limited to, the right to appoint its own counsel and appear on its own behalf in any action.
- F. Licensor's right to indemnity under this Agreement shall arise notwithstanding that joint, vicarious or concurrent liability may be imposed on it by statute, ordinance, regulation, judgment or other law.

13. LEASE AGREEMENT

- A. Doctor shall abide by and be subject in all respects to the terms of the Lease Agreement pertaining to the Office. Doctor shall not cause, or permit its agents, employees or contractors to cause, a default by Licensor under the Lease Agreement.
- B. Doctor shall be in default under this Agreement if Doctor is responsible for any act or omission that would constitute default by Licensor under the Lease Agreement.

14. ASSIGNMENT

Doctor may not assign, sublicense, transfer, mortgage or otherwise encumber Doctor's interest, rights or obligations under this Agreement.

15. NO AGENCY

Neither Doctor nor Licensor is the agent, employee or legal representative of the other, for any purpose whatsoever. Neither party has any right or authority to assume or to create any obligation or responsibility, expressed or implied, on behalf of or in the name of the other or to bind the other in any manner whatsoever, except as expressly stated in this Agreement. This Agreement does not create a joint venture, partnership or agency relationship between Doctor and Licensor, and none shall be inferred.

16. EVENTS OF DEFAULT

- A. The occurrence of any one or more of the following events shall constitute an "Event of Default" by Doctor and shall give rise to Licensor's remedies set forth in Paragraph 16.B. below:
 1. Doctor fails to pay the License Fee, or any other indebtedness of Doctor to Licensor when due and fails to cure the non-payment within ten (10) days after Licensor provides written notice to Doctor;
 2. Doctor fails to maintain for the required period of time or to report the information required under Section 5.F.1 and 2 on three separate occasions and fails to cure the non-reporting within ten (10) days after Licensor provides written notice to Doctor.
 3. Doctor dies or becomes disabled, mentally or physically, so that Doctor is unable to actively engage in or manage the business of Doctor and to fulfill the terms of this Agreement.
 4. Doctor's professional license is lost, revoked or suspended in any state where Doctor is actively engaged in the practice of optometry;
 5. Doctor defaults in providing the agreed upon hours of operation for the location on three (3) separate occasions during the term of this Agreement for which Licensor has given notice of failure to comply;
 6. Doctor abandons the Office by failing to open and provide services at the Office for a period of three or more consecutive coverage days or a period of four or more coverage days in any seven-day period;
 7. Doctor defaults in the performance of any of the other terms of this Agreement and fails to cure the default within thirty (30) days after Licensor provides written notice to Doctor;

8. Criminal proceedings involving a crime of moral turpitude or any felony are instituted against Doctor;
 9. A general assignment by Doctor for the benefit of creditors is made or attempted, or a petition in bankruptcy is filed by or against Doctor or any proceeding seeking a reorganization, or a receiver, trustee or similar creditors' representative is appointed for the property or assets of Doctor or any part of them, or any other proceeding under any federal or state law for the relief of debtors is commenced against, by or for Doctor;
 10. An attachment of all or any part of Doctor's property or assets is made and is not discharged within 60 days after Doctor receives written notice of any such attachment, or any proceeding to foreclose or execute upon any lien or judgment against Doctor's property or assets is commenced and is not dismissed or discharged within 60 days; or
 11. The occurrence of an event of default under Section 10 of the Brand Affiliation Agreement attached hereto as Schedule B.
- B. If an Event of Default occurs, Licensor shall have the following rights and remedies which shall be distinct, separate and cumulative with and in addition to any other right or remedy allowed under applicable law, in equity or other provisions of this Agreement:
1. Re-enter the Office, and possess it, including all improvements, Equipment and appurtenances, as if this Agreement had not been made, and, at Licensor's election, store any property therein in a public warehouse or elsewhere at the cost of, and for the account of, Doctor, all without service of any notice of intention to re-enter and with or without resort to legal process and without Licensor being liable for any loss or damage which may be occasioned thereby;
 2. Terminate this Agreement and Doctor's license to use the Office and the Equipment upon written notice to Doctor and, if Doctor fails to immediately cease use of the Office, eject, evict, or otherwise lawfully remove Doctor from the Office by summary proceedings or other available action or proceeding;
 3. Demand immediate payment of all amounts Doctor owes Licensor under this Agreement including, but not limited to, all License Fees, for the remainder of the term which shall be accelerated and become immediately due and payable;
 4. Pursue any other rights or remedies at law or in equity for breach of contract, including, without limitation, recovery of damages caused by the Event of Default and injunctive relief; and
 5. Perform any obligation or make any payment required to cure an Event of Default by Doctor. The cost of performance, including attorneys' fees and all disbursements shall be immediately repaid by Doctor upon demand, together with interest from the date of expenditure until fully repaid at the rate of ten percent (10%) per annum but not in any event greater than the maximum rate permitted by applicable law.
- C. In the event Licensor terminates this Agreement due to an Event of Default, Doctor shall immediately surrender, cease using, and vacate the Office.

17. ENFORCEABILITY; ATTORNEY FEES; STATUTE OF LIMITATIONS

- A. If Licensor or Doctor finds it necessary to enforce any part of this Agreement, Doctor and Licensor agree that each party shall pay all of their own costs and attorneys' fees incurred for such purpose. The foregoing notwithstanding, Licensor and Doctor agree that Licensor shall be entitled to its costs and reasonable attorneys' fees, as determined by a court of competent jurisdiction: (1) if Licensor elects to enforce its rights under Schedule B of this Agreement, (2) if Licensor elects to commence any legal proceeding to recover any assets listed on Schedule A, or (3) if Licensor elects to commence any legal proceeding to collect any past due monies, including but not limited to License Fees.
- B. The parties stipulate and agree that any claim (whether based on contract, tort, statute or equity) asserted by one party against the other shall be commenced not later than two years following the accrual of the cause of action giving rise to the claim, unless a shorter period of time is provided by governing statute. The parties agree that the failure to assert such a claim within the limitations period set forth in this paragraph shall be construed as a complete, voluntary, knowing waiver and relinquishment of such claim.

18. IMPOSSIBILITY

If any of the following events occur, Licensor and Doctor are excused from any obligations that are rendered impossible or reasonably impracticable for so long as such event continues: strikes; lockouts; labor disputes; acts of God; non-appealable government regulations; judicial orders; enemy or hostile governmental action; civil commotion; fire or other casualty; epidemics and pandemics; and other causes beyond the reasonable control of the party obligated to perform. The foregoing does not excuse Doctor's obligations to pay the License Fees or any other amounts owed under this Agreement.

19. NOTICES

All notices, requests and demands under this Agreement shall be in writing. Notices shall be deemed to have been given upon delivery if delivered in person, via e-mail, or mailed by an express delivery service (a notice so delivered shall be deemed given on the first date indicated on the receipt of the carrier that delivery has been made or unsuccessfully attempted), to the parties' respective addresses set forth in the attached Schedule E.

20. ENTIRE AGREEMENT; SURVIVAL

- A. This Agreement, including all Schedules hereto, supersedes all prior written or oral agreements and represents the entire understanding of Licensor and Doctor regarding the subject matter hereof. The parties acknowledge that they have entered into this Agreement without reliance upon any representations or promises other than as expressly contained herein, and such reliance is specifically disclaimed. The parties agree that this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party because of the authorship of any provision of this Agreement.
- B. Any provision of this Agreement which imposes an obligation on either party after termination or expiration of this Agreement shall survive such termination or expiration.
- C. This Agreement may be amended or modified only upon the written consent of both parties.
- D. Any prior agreement between the parties is hereby terminated, and Doctor hereby releases Licensor, and its parent, subsidiaries, affiliates, directors, assigns, officers, employees and agents, of and from any and all claims and causes of action, of any kind whatsoever, statutory, at common law or otherwise, arising out of or related to prior agreements or business relationships. Doctor agrees that neither it nor any of its shareholders, members, partners or employees will serve as a class representative or otherwise voluntarily participate in any class action litigation against Licensor, its parent, subsidiaries, affiliates, employees, officers, directors, agents, assigns and successors in interest, and will not join with any other party in pursuing any such class action litigation against Licensor.

21. ACCESS TO LICENSE AGREEMENT

Doctor and Licensor acknowledge that the State Board of Optometry may inspect, upon request, this Agreement pursuant to its investigational authority, and if such a request is made, the Licensor or Doctor, as applicable, shall promptly comply with the request. Failure or refusal to comply with the request for inspection of this Agreement within thirty (30) days of receiving the request constitutes unprofessional conduct and is grounds for disciplinary action by the appropriate regulatory agency. Only personal information as defined in Section 1798.3 of the Civil Code may be redacted prior to submission of the Agreement. This section shall not affect the Department of Managed Health Care's authority to inspect all books and records of a health plan pursuant to Section 1381 of the Health and Safety Code. Any financial information contained in the Agreement submitted to a regulatory entity, pursuant to this paragraph, shall be considered confidential trade secret information that is exempt from disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). Unless prohibited by applicable law, the Licensor or Doctor, as the case may be, shall notify the other party of the request by the State Board of Optometry to inspect this Agreement. This paragraph shall not be applicable to the relationship between any optometrist employee and the employer medical group, or the relationship between a medical group exclusively contracted with a health plan regulated by the Department of Managed Health Care and that health plan.

22. MISCELLANEOUS

- A. If any one or more of the provisions of this Agreement is for any reason held invalid, illegal, or unenforceable by the highest court of the jurisdiction in which the Office is located, the remaining provisions of this or the incorporated agreements with respect to such jurisdiction shall continue unimpaired. The invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable

valid, legal and enforceable provision pertaining to such jurisdiction that shall be in writing and signed by each party.

- B. The failure to enforce any provision of this Agreement is not a waiver of any such provision and shall not prevent a party from later enforcing such provision or any other provisions of this Agreement. The rights granted the parties are cumulative, and the election of one remedy is not a waiver of the party's right to assert all other legal and equitable remedies available under the circumstances.
- C. The captions in this Agreement are for convenience only and do not define or limit any of the terms.
- D. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio.
- E. The signers of this Agreement are authorized to bind the parties and the terms of this Agreement shall be binding on the parties hereto, their permitted assigns, successors, executors and administrators.
- F. All Schedules attached to this Agreement are incorporated herein by this reference.
- G. This Agreement may be executed in any number of counterparts and by facsimile transmission, each of which so executed shall be deemed to be an original, and all of which together shall constitute one and the same instrument.
- H. List of Schedules to this Agreement
 - a) Schedule A: Equipment in Optometrist Area
 - b) Schedule B: Brand Affiliation Agreement
 - c) Schedule C: Direct Payment Authorization & Agreement
 - d) Schedule D: Business Associate Agreement
 - e) Schedule E: Declarations
 - f) Schedule F: Computer Security Agreement
 - g) Schedule G: CLARIFYE Program License Agreement

[Remainder of page intentionally left blank - signatures on following page]

The parties acknowledge and agree that a party’s electronic signature shall be deemed an original signature for purposes of execution of this License Agreement.

LICENSOR:
LUXOTTICA RETAIL NORTH AMERICA INC.

DOCTOR:
«_Doctor_1_Name», O.D.

By: _____
Sr. Vice President, Eyecare

_____»
«_Doctor_1_Name», O.D.

[NOTE: DOCTOR CAN SIGN THE LICENSE AGREEMENT INDIVIDUALLY OR UNDER DOCTOR’S CORPORATE ENTITY]

DRAFT

SCHEDULE A:
EQUIPMENT IN OPTOMETRIST AREA

[INSERT LIST]

DRAFT

SCHEDULE B

BRAND AFFILIATION AGREEMENT

THIS BRAND AFFILIATION AGREEMENT (“**Agreement**”) is entered into between Luxottica Retail North America Inc., an Ohio corporation, its successors and assigns (“**Licensors**”), with its business address at 4000 Luxottica Place, Mason, Ohio 45040-8114, and the individual optometrist identified on the signature page to this Agreement (the “**Doctor**”). For purposes of this Agreement, “**License Agreement**” means the License Agreement entered into between Licensors and the individual or corporate entity described in Schedule E. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the License Agreement.

1. Individual Capacity. Doctor is entering into this Agreement in Doctor’s individual capacity. The obligations of Doctor contained in this Agreement, subject to the limitations and modifications applicable on a state-by-state basis provided in the attached Exhibit A which are incorporated in this Agreement by this reference, shall apply to Doctor in his/her individual capacity, irrespective of whether Doctor has established a corporate entity and executed the License Agreement under the corporate entity.
2. Term; Payment Guaranty.
 - A. This Agreement shall commence on the Effective Date (as defined in the License Agreement) and shall be coterminous with the License Agreement. In the event of expiration or termination of the License Agreement for any reason, this Agreement shall automatically terminate.
 - B. Doctor unconditionally guarantees the prompt payment of the License Fee, and any other amounts due to Licensors under the License Agreement.
3. Operations.
 - A. Doctor shall comply with all applicable federal, state and local statutes, regulations and ordinances in the practice of optometry.
 - B. Doctor shall staff the Office with fully licensed, accredited and professionally competent optometrists or other professionals qualified under law to perform eye examinations.
 - C. Doctor shall provide Licensors a copy of Doctor’s license to practice optometry and any new or renewal licenses promptly upon receipt by Doctor. Doctor hereby represents and warrants that only licensed optometrists or other licensed professionals will practice optometry at the Office and agrees that it shall be Doctor’s affirmative responsibility to ensure that Doctor and all such optometrists or other professionals have such licenses and are in good standing.
 - D. Doctor shall maintain and shall cause all persons employed by or associated with Doctor’s optometric practice to maintain a high level of professional ethics, conduct, and expertise. Doctor shall not take any action, or fail to take any action, which injures or adversely impacts the reputation of Licensors. Doctor agrees to participate in and complete and shall cause its staff to complete on-boarding training as established and when offered by Licensors and described on www.luxotticaeyecare.luxottica.com.
 - E. Doctor shall present and shall cause all employees, associates and agents of Doctor to present a professional image to the public and wear professional clothing that presents such a professional image.
 - F. Doctor agrees to fully cooperate with any reasonable security measures which Licensors might adopt, provided that these measures are applied equally to both parties’ employees.
 - G. While at the Office, Doctor shall not possess and shall cause all persons employed by or associated with Doctor’s optometric practice, not to possess, use or carry weapons of any kind (including collectors’ items or antique memorabilia).
4. Advertising; License to use Mark.
 - A. This Agreement imposes no restrictions on Doctor’s ability to, and Doctor may, at Doctor’s own expense, advertise the optometric services furnished at the Office; provided that any advertising using any trademark of the Licensors (the “**Mark**”) shall be subject to license granted herein. Doctor agrees, however, not to advertise any other business or practice from or in conjunction with the Office.

B. Licensor grants Doctor a limited, non-exclusive license to use the phrase CLARIFYESM in accordance with the terms set forth in the CLARIFYE Program License Agreement, attached to the License Agreement as Schedule G. In addition, Licensor grants those licenses set forth below (as applicable). All uses of any trademarks licensed hereunder (“Marks”) shall be in compliance with Licensor’s written guidelines as provided from time to time. Doctor shall cease or modify any use in violation of the guidelines immediately upon Licensor request. Any use not licensed hereunder shall require the prior written consent of Licensor.

1. For Doctors operating at a LensCrafters location: Licensor hereby grants to Doctor a limited, non-exclusive license to use the phrase “THE DOCTORS OF OPTOMETRY NEXT TO LENSRAFTERSSM”.

2. For Doctors operating at a Pearle Vision location: Licensor hereby grants to Doctor a limited, non-exclusive license to use the Pearle Vision name and the phrase “(Insert Doctors Name) located at your neighborhood (insert location) Pearle Vision” solely in connection with the marketing and advertising of Doctor’s optometric practice and for the products and services set forth in Section 3 of the License Agreement.

3. For Doctors operating at a Target Optical location: Doctor may use the Target Optical name as a locator for Doctor’s specific practice location but may not use the Target logo separately or in association with the Target Optical name.

C. Doctor shall maintain a file of any and all uses of the Marks and provide Licensor copies of the content of such file immediately upon request. Doctor agrees to notify Licensor of any unauthorized use of the Mark by others that come to the attention of Doctor.

D. Upon written request from Licensor or upon termination of this Agreement for any reason, Doctor shall immediately cease all use of the Marks.

5. Annual Business Conversation.

A. In advance of each anniversary of this Agreement, Licensor may schedule and conduct an Annual Business Conversation. Licensor shall conduct the Annual Business Conversation during the standard hours of operation of the Office. Doctor agrees to be available for up to four (4) hours during such Annual Business Conversation to answer questions and provide other information as may be required.

B. For purposes of the Annual Business Conversation, Doctor and all employees, associates and agents of Doctor shall provide Licensor access to observe (outside of the exam lane) experience and people performance standards.

C. Licensor agrees that any information obtained regarding the Doctor’s books, records, business plans, action plans and strategic goals shall be kept confidential; provided, that Licensor may disclose such records to the extent required to comply with a court order, subpoena, governmental request, or applicable law.

D. Availability Review: Doctor shall create an availability adjustment plan, in a format designated by Licensor, if Doctor does not maintain at least 20% availability in a twelve (12) month period. Doctor shall submit such availability adjustment plan at the Annual Business Conversation. Doctor agrees to provide documentation of performance of availability adjustment plan within sixty (60) days of Doctor’s submission of the availability adjustment plan.

6. Freedom of Doctor’s Professional Judgment. Licensor shall not interfere with or attempt to control the professional judgment of Doctor or any optometrists or other licensed professionals employed by or associated with Doctor. Licensor will not dictate or attempt to control Doctor’s fees for services provided or products sold at the Office. The optometric records at the Office are the sole property of Doctor. Doctor acknowledges that Doctor maintains and is in full control of all aspects and every phase of and exercises unfettered independent professional judgment regarding the practice of optometry at the Office, including but not limited to the selection and supervision of optometric staff directly employed by Doctor, the amount of time Doctor spends with patients, fees charged for optometric products and services, the examination procedures and treatment provided to patients and Doctor’s contracting with managed care organizations. Notwithstanding the foregoing, Licensor may (i) require the provision of optometric services at the Premises during certain days and hours, (ii) restrict the Premises from being used for the sale or

offer for sale of certain products, (iii) require that the Doctor contract with a health plan network, health plan or health insurer, and (iv) provide Equipment for the Premises. Nothing contained in this Agreement shall require the Doctor to contract exclusively with a health plan.

7. Confidentiality.

- A. Doctor may be entrusted with or may obtain access to confidential and proprietary information about Licensor, its management, business plans, practices and policies including, but not limited to, trade secrets, customers, and other information considered confidential and proprietary by Licensor (collectively, “**Confidential Information**”). Doctor may receive various training and best practices materials from Licensor from time to time. Doctor agrees that the secrecy of Licensor’s Confidential Information is of high value to Licensor business. Doctor agrees to, at Licensor’s request, either return or destroy all such Confidential Information upon termination of this Agreement.
- B. During or after the term of this Agreement, Doctor shall not for any reason whatsoever, either directly or indirectly, communicate or divulge to any other person or entity or use for the benefit of Doctor or any other person or entity, any of Licensor’s Confidential Information without the express written consent of Licensor.
- C. Doctor shall maintain the confidentiality of this Agreement and shall not, without Licensor’s written consent, provide a copy of nor discuss or reveal its terms or conditions to any third party excluding Doctor’s and Licensor’s attorneys, outside auditors or accountants or pursuant to a lawful subpoena or demand by a governmental agency. Doctor agrees to provide Licensor with notice of receipt of a subpoena or demand immediately upon service and to use best efforts to provide Licensor with an opportunity to quash the subpoena. Licensor agrees to maintain the confidentiality of this Agreement with Doctor and shall not discuss or reveal its terms or conditions to any third party, excluding Doctor’s and Licensor’s attorneys, outside auditors or accountants or pursuant to a lawful subpoena or demand by a government agency.
- D. Doctor shall not, during or after the term of this Agreement, distribute, sell or offer for sale or distribution any listing of Licensor’s customers who are not patients of Doctor.
- E. The parties agree to the terms and conditions in the attached Schedule D, Business Associate Agreement.

8. Events of Default. The occurrence of any one or more of the following events shall constitute an “**Event of Default**” by Doctor and shall give rise to Licensor’s remedies set forth in Section 11 below:

- A. Doctor breaches any of the covenants set forth in Section 7 of this Agreement;
- B. Doctor fails to deliver any of the documents as described in Section 5 of this Agreement at the scheduled Annual Business Conversation.
- C. Doctor fails to participate in the scheduled Annual Business Conversation.
- D. Doctor defaults in the performance of any of the other terms of this Agreement and fails to cure the default within 30 days after Licensor provides written notice to Doctor;
- E. Criminal proceedings involving a crime of moral turpitude or any felony are instituted against Doctor;
or
- F. The occurrence of an event of default under Section 16 of the License Agreement.

9. Remedies. If an Event of Default occurs, Licensor shall have the following rights and remedies which shall be distinct, separate and cumulative with and in addition to any other right or remedy allowed under any law, in equity or other provisions of this Agreement:

- A. Terminate this Agreement upon written notice to Doctor;
- B. Demand immediate payment of all amounts Doctor owes Licensor under this Agreement;
- C. Seek injunctive relief in the event of Doctor’s breach of any of the covenants set forth in Section 7;

- D. Pursue any other rights or remedies at law or in equity for breach of contract, including, without limitation, recovery of damages caused by the Event of Default; and
- E. Perform any obligation or make any payment required to cure an Event of Default by Doctor. The cost of performance, including attorneys' fees and all disbursements shall be immediately repaid by Doctor upon demand, together with interest from the date of expenditure until fully repaid at the rate of ten percent (10%) per annum but not in any event greater than the maximum rate permitted by applicable law.

10. Indemnification. The provisions of Section 12, Indemnification, of the License Agreement are incorporated herein by reference as if fully set forth herein.

11. Waiver.

A. IN NO EVENT SHALL LICENSOR, ITS OFFICERS, AGENTS, EMPLOYEES, OR DIRECTORS BE LIABLE TO DOCTOR FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, MULTIPLIED OR EXEMPLARY DAMAGES (EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), AND DOCTOR EXPRESSLY DISCLAIMS THE RIGHT TO RECOVER SUCH DAMAGES OR PENALTIES, UNDER ANY CAUSE OF ACTION, WHETHER BASED ON CONTRACT, TORT, STATUTE, LAW OR EQUITY.

B. THE FAILURE TO ENFORCE ANY PROVISION OF THIS AGREEMENT IS NOT A WAIVER OF ANY SUCH PROVISION AND SHALL NOT PREVENT A PARTY FROM LATER ENFORCING SUCH PROVISION OR ANY OTHER PROVISIONS OF THIS AGREEMENT. THE RIGHTS GRANTED THE PARTIES ARE CUMULATIVE, AND THE ELECTION OF ONE REMEDY IS NOT A WAIVER OF THE PARTY'S RIGHT TO ASSERT ALL OTHER LEGAL AND EQUITABLE REMEDIES AVAILABLE UNDER THE CIRCUMSTANCES.

12. Miscellaneous. The provisions of Section 22, Miscellaneous, paragraphs A - H, of the License Agreement are incorporated herein by reference as if fully set forth herein.

The parties acknowledge and agree that a party's electronic signature shall be deemed an original signature for purposes of execution of this Brand Affiliation Agreement.

LICENSOR:
LUXOTTICA RETAIL NORTH AMERICA INC.

DOCTOR:

By: _____
Sr. Vice President, Eyecare

[INDIVIDUAL NAME], O.D.

[NOTE: DOCTOR MUST SIGN THE BRAND AFFILIATION AGREEMENT INDIVIDUALLY]

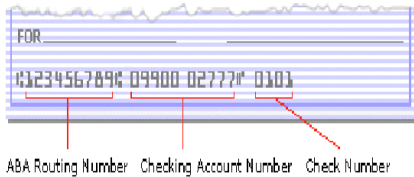
**SCHEDULE C:
DIRECT PAYMENT AUTHORIZATION & AGREEMENT**

CONSUMER AUTHORIZATION FOR DIRECT PAYMENT VIA ACH (ACH DEBITS)

Direct Payment via ACH is the transfer of funds from a consumer account for the purpose of making a payment.

I (we) authorize Luxottica Retail North America Inc. ("Licensor") to electronically debit my (our) account for the payment of all amounts due under this Agreement and any Late fees due under this Agreement (and, if necessary, electronically credit my (our) account to correct erroneous debits) as follows:

Checking Account / Savings Account (select one) at the depository financial institution named below ("DEPOSITORY"). I (we) agree that ACH transactions I (we) authorize comply with all applicable law.



Depository Name: _____

Account Name: _____

Routing Number: _____

Account Number: _____

Amount of debit: See Schedule E

Date(s) and/or frequency of debit(s): 10th day of each month

A voided check must be attached for the checking account you wish to debit. This check will be used solely to verify the bank account and Electronic Funds Transfer (EFT) numbers.

I (we) acknowledge there can be no lapse in Direct Payment and I (we) will give sixty (60) days advance notice in writing to Licensor of any changes in the depository institution or other payment instructions. Licensor will provide notice of the effective day of any proposed change. If a payment is scheduled before the effective day of the proposed change, I (we) agree to maintain sufficient funds in the account on this Direct Payment Authorization until the effective day of change.

I (we) understand that I (we) will receive confirmation of the date of our first deduction. Until then, I (we) agree to make payments by check.

In the event that a payment is returned for Non-sufficient funds more than two (2) times, Licensor reserves the right to require payment in the form of certified funds. Further, if your payment is returned unpaid, you authorize Licensor to make a one-time electronic fund transfer from your account to collect a return item fee and/or charge late fees (where applicable).

I (we) understand that this authorization will remain in full force and effect until I (we) notify Licensor in writing that I (we) wish to revoke this authorization. I (we) understand that Licensor requires at least two (2) weeks prior notice in order to cancel this authorization.

I (we) understand that in the event that corrections in the debit amount, or a credit is necessary, such adjustments will be made as soon as possible, but not later than ten (10) business days after determination of the error.

I (we) acknowledge and agree that verification or reverification of any information may be made at any time by Licensor, its agents, successors, or assigns either directly or through a credit reporting agency.

In the event of any increase or decrease in the amount of debit [or range of debit], Licensor agrees to provide you with notice of such increase or decrease at least ten (10) calendar days prior to the date on which the amount is scheduled to be initiated.

Printed Name(s): _____

Signature(s): _____

Date: _____

All Persons who are listed in the Account Name MUST include their Printed Name and Signature.

Source: NACHA 2013 Operating Rules and Guidelines.

SCHEDULE D

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made effective on the earlier of: (a) the first date on which protected health information (as defined below) is disclosed to, or created or received by Licensor, or (b) the effective date of the License Agreement referenced below, between Doctor ("Covered Entity"), and Licensor, as business associate (collectively, Covered Entity and Licensor are referred to as the "Parties", or individually as a "Party").

Background Information

- A. Licensor and Covered Entity are the parties to a License Agreement (the "License Agreement").
- B. In connection with the License Agreement, Licensor will have access to "protected health information" and "electronic protected health information" regarding Covered Entity's patients (collectively, "PHI"), as those terms are defined in the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended (such statute and regulations collectively, "HIPAA"). In addition, both parties are a "covered entity," as that term is defined under HIPAA.
- C. The Parties are entering into this Agreement to comply with HIPAA as it relates to the use and disclosure of PHI and related matters.

Statement of Agreement

The Parties hereby acknowledge the accuracy of the foregoing Background Information and agree as follows:

1. Definitions. Any capitalized terms used but not otherwise defined in this Agreement shall have the respective meanings given those terms under HIPAA.
2. Term. The term of this Agreement shall begin on the effective date of this Agreement as described above, and shall end on the date on which the License Agreement is terminated.
3. HIPAA Compliance and Subcontractors. (a) During the term of this Agreement, to the extent Licensor has access to, creates, receives, uses, or discloses PHI for or on behalf of Covered Entity, Licensor shall comply with the requirements under HIPAA that are applicable to Business Associates. Without limiting the foregoing, Licensor may use or disclose PHI only if such use or disclosure is permitted by this Agreement, HIPAA or otherwise Required by Law. (b) Licensor shall ensure that each of its agents or subcontractors as defined in 45 C.F.R. § 160.103 ("Subcontractors") to whom it provides PHI received from, or created, used or disclosed by Licensor for or on behalf of Covered Entity, shall enter into a written business associate agreement with Licensor containing the same restrictions, terms and conditions as are applicable to Licensor under this Agreement, including, without limitation, the requirement to implement administrative, physical and technical safeguards, including the safeguards described in the Security Standards for the Protection of Electronic Protected Health Information found at 45 C.F.R. part 164, subpart C (the "Security Standards") with respect to Electronic PHI ("ePHI"), that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI that the Subcontractor creates, receives, maintains, or transmits on behalf of Covered Entity or Licensor, and to report any Security Incident or unauthorized use or disclosure of PHI, as more fully described in this Agreement.
4. Use and Disclosure; Rights. Licensor may use or disclose the PHI disclosed to, received or created by it: (a) to perform functions, activities, or services for, or on behalf of, Covered Entity pursuant to the Agreement, as it may be amended from time to time, or for other related purposes requested or approved by Covered Entity, including without limitation (i) audits, (ii) business reviews of the Doctor's practice, (iii) assistance in the preparation and mailing of patient appointment reminders or recall notices, (iv) assistance in scheduling patient appointments (as permitted by state law), (v) the preparation and mailing of marketing materials for Doctor, (vi) loss prevention reviews and services, and (vii) Contact Lens By Mail or general contact lens ordering or fulfillment related services as may be requested by Doctor from time to time, (b) to perform its obligations under this Agreement, (c) to

properly manage and administer Licensor's business or carry out Licensor's legal responsibilities, and (d) for 'data aggregation functions,' as defined by HIPAA, with respect to healthcare operations of Covered Entity, and (e) as otherwise expressly permitted by HIPAA or Required by Law. Covered Entity shall not request that Licensor use or disclose PHI in any manner that would not be permitted under HIPAA if done by Covered Entity as a Covered Entity. If, pursuant to clause (c) of this section, Licensor discloses PHI to others, Licensor shall obtain reasonable written assurances from the recipient of the PHI that (i) such PHI shall be held confidentially and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to such recipient by Licensor, and (ii) that the recipient shall notify Licensor of any instances of which it becomes aware that the confidentiality of the information has been breached.

5. HIPAA Security Rule; Safeguards. Licensor shall implement, document, and use administrative, physical, and technical safeguards that prevent use or disclosure of PHI other than as permitted or required by this Agreement, and that reasonably and appropriately protect the confidentiality, integrity, and availability of any ePHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, including, without limitation, reporting to Covered Entity any Security Incident of which Licensor becomes aware. Additionally, Licensor shall comply with the provisions of the Security Standards with respect to all ePHI it creates, receives, uses, discloses, maintains or transmits for or on behalf of Covered Entity. Licensor shall implement and maintain reasonable and appropriate policies, procedures, training, documentation, monitoring and evaluation where applicable under the aforementioned Security Standards.
6. Minimum Necessary. Licensor shall limit any use, disclosure, or request for use or disclosure to a "limited data set," as defined under HIPAA, to the extent practicable, or the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request, in accordance with the requirements of HIPAA as amended from time to time.
7. HIPAA Privacy Rule; Covered Entity Access to Records. To the extent that Licensor is responsible under the Agreement or this Agreement to carry out obligations of Covered Entity under Subpart E of 45 C.F.R. Part 164 (the "Privacy Rule"), Licensor shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations. Licensor shall maintain such records of PHI received from, or created or received on behalf of, Covered Entity and shall document subsequent uses and disclosures, other than as for treatment, payment, or healthcare operations, pursuant to a valid authorization, or otherwise excepted from the accounting requirement under HIPAA, made by Licensor as may be deemed necessary and appropriate in the sole discretion of Covered Entity. Licensor shall grant Covered Entity reasonable access to examine and copy, at Covered Entity's expense, such PHI, and records and documents of Licensor related thereto, during normal business hours.
8. DHHS Access to Books, Records, and Other Information. As required under the Privacy Rule, Licensor shall make available to the Secretary of the U.S. Department of Health and Human Services ("DHHS") Licensor's internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by Licensor on behalf of Covered Entity, for purposes of determining compliance with HIPAA. Licensor shall cooperate and assist Covered Entity in good faith with complying with the requirements of HIPAA and any investigation of Covered Entity regarding compliance with HIPAA conducted by DHHS, its Office for Civil Rights, or any other administrative or judicial body with jurisdiction over Covered Entity.
9. Designated Record Set. Licensor shall comply with Covered Entity's requirements for maintaining a Designated Record Set, as defined by HIPAA, in connection with services performed under the License Agreement. Licensor shall make an Individual's Designated Record Set available to Covered Entity for purposes of complying with such Individual's rights under HIPAA to access, copy or amend such record.
10. Accounting. Licensor shall make available, within twenty (20) days following a written request from Covered Entity, any PHI or any other information in its possession reasonably required by Covered Entity to prepare, or reasonably assist Covered Entity in preparing, an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Licensor shall document disclosures of PHI in such a manner as will assist Covered Entity in responding to any request for an accounting of disclosures of PHI under said provision. With respect to written PHI, Licensor shall have this information and documentation available for the six years preceding any request by Covered Entity. Notwithstanding the foregoing, if Licensor has

provided services to Covered Entity for less than the six-year period described herein, Licensor shall be obligated to make available to Covered Entity only the information relating to the period during which Licensor provided services to Covered Entity. In the event the provisions of the Privacy Rule relating to providing an Individual with an accounting of disclosures of PHI are amended during the term of this Agreement, Licensor shall make available the above-referenced PHI and documentation reasonably required by Covered Entity to comply with such amended provisions as if such provisions were set forth herein in their entirety

11. Access to and Amendment of PHI. In accordance with an Individual's right to access or copy his or her own PHI under 45 C.F.R. § 164.524, and an Individual's right to append amendments to such PHI under 45 C.F.R. § 164.526, Licensor shall make available all PHI maintained by Licensor in a Designated Record Set to Covered Entity, or to the Individual to whom the information pertains, or to such Individual's Personal Representative, in any case within twenty (20) days following a written request by Covered Entity. For Designated Record Sets maintained electronically, such access or copies shall be made available in an electronic form or format if requested by the Individual. Licensor shall append amendments to PHI in a Designated Record Set that Licensor maintains, in accordance with a written request from Licensor that includes the nature of the amendment to be appended, within the time period necessary to enable Covered Entity to timely comply with an Individual's request for amendment under 45 C.F.R. § 164.526.
12. Individual Authorizations; Restrictions. Covered Entity shall inform Licensor of any restriction on the use or disclosure of PHI that Covered Entity has agreed to with an Individual, or that is otherwise required by HIPAA, or that Covered Entity has placed in its Notice of Privacy Practices, or of any changes in or revocation of an authorization or other permission by an Individual, to the extent that such restriction, change or revocation may affect Licensor's use or disclosure of PHI. Covered Entity shall inform Licensor of any change in or revocation of any restriction on the use or disclosure of PHI that Covered Entity had previously agreed to with an Individual, or that Covered Entity had placed in its Notice of Privacy Practices, or that is required under HIPAA.
13. Material Breach of Agreement.
 - a) Termination of Business Associate. Upon Covered Entity's knowledge of a material breach of this Agreement or a violation of HIPAA, including, without limitation, a Breach of Unsecured PHI, committed by any workforce member or Subcontractor of Licensor, Covered Entity shall notify Licensor in writing, and, as determined in Covered Entity's sole discretion, Covered Entity shall either:
 - i. terminate this Agreement and the License Agreement between Covered Entity and Licensor, if Licensor does not cure the breach or end the violation within thirty (30) days of receiving notice of the breach from Covered Entity; provided, however, all of the obligations imposed on Licensor under this Agreement shall continue with respect to PHI for which return or destruction by Licensor under Section 17 hereof is not feasible; or
 - ii. immediately terminate this Agreement and the License Agreement between Covered Entity and Licensor, if Licensor (or a Subcontractor of Licensor) has breached a material term of this Agreement and cure is not feasible as determined by Covered Entity; provided however, all of the obligations imposed on Licensor under this Agreement shall continue with respect to PHI for which return or destruction by Licensor under Section 17 hereof is not feasible.
 - b) Termination of Subcontractors. Upon Licensor's knowledge of a material breach of the Business Associate Agreement between Licensor and a Subcontractor, or a violation of HIPAA by a Subcontractor, including, without limitation, a Breach of Unsecured PHI committed by a Subcontractor or its workforce member or Subcontractor, Licensor shall notify Covered Entity of such occurrence, and either:
 - i. terminate Licensor's agreement with such Subcontractor if the Subcontractor does not cure the breach or end the violation within thirty (30) days of receiving notice of the breach from Licensor; or
 - ii. immediately terminate Licensor's agreement with such agent or Subcontractor, if the Subcontractor has breached a material term of this Agreement, caused a Breach of Unsecured PHI or otherwise violated HIPAA, and cure is not feasible as determined by Licensor, or as so directed by Covered Entity.

14. Unauthorized Disclosure; Breach of Unsecured PHI.
- a. Licensor shall report to Covered Entity any use or disclosure of PHI not authorized by this Agreement within twenty (20) business days after discovery of such unauthorized disclosure.
 - b. Without limiting the foregoing, Licensor shall notify Covered Entity of any Breach or potential Breach of Unsecured PHI by Licensor, any of its workforce members or Subcontractors, in accordance with 45 C.F.R. § 164.410, within twenty (20) business days after discovery by Licensor of the Breach or potential Breach. The notice to Covered Entity shall include the date(s) of the Breach (or potential Breach) and nature of the violating use or disclosure, the type(s) and amount of PHI used or disclosed, the identity of the person(s) suspected of making the violating use or disclosure and to whom the PHI was disclosed, and the corrective actions Licensor has or shall take (including any actions that Individuals should take) to mitigate and prevent further harm or loss, and any other information that Covered Entity is required to include in notifications to the affected Individuals required under 45 C.F.R. § 164.404(c) or that Covered Entity reasonably requests. Licensor shall supplement its notice to Covered Entity upon discovery of additional relevant facts pertaining to the Breach.
 - c. For any unauthorized use or disclosure of PHI by Licensor, its workforce members or Subcontractors that does not constitute a Breach of Unsecured PHI, Licensor shall document, in a written breach analysis made available to Covered Entity upon request, Licensor's risk assessment that includes the factors relied upon by Licensor to determine that there is a low probability that the PHI was compromised, including, but not limited to, the factors listed under 45 C.F.R. § 164.402.
 - d. Licensor shall fully cooperate in good faith with Covered Entity's investigation of any Breach or potential Breach of Unsecured PHI, and in any notifications to Individuals undertaken by Covered Entity. The Parties acknowledge that the ultimate determination of whether a potential Breach has compromised the privacy or security of an Individual's PHI, and authority for notifying Individuals of such Breach, lies solely with Covered Entity.
15. Mitigation. In addition to any other obligations or remedies applicable under this Agreement, Licensor shall take any other reasonable and appropriate actions available to it to mitigate any detrimental effects of a violation of HIPAA, a Breach of Unsecured PHI, or a failure by Licensor to comply with the terms and conditions of this Agreement.
16. Electronic Standards, Code Sets. If Licensor conducts, in whole or in part, electronic transactions on behalf of Covered Entity of the type covered by HIPAA regulations, including Standards for Electronic Transactions and Electronic Code Sets, Licensor shall comply, and shall require any of its agents or subcontractors to comply, with each applicable requirement of such regulations.
17. Return of PHI. Upon termination of this Agreement, Licensor shall return or destroy all PHI received from, or created or received by Licensor on behalf of, Covered Entity that Licensor maintains in any form and retain no copies of such information; provided that, if and to the extent Licensor reasonably determines that such return or destruction is not feasible, including, without limitation, where retention is necessary for Licensor to fulfill its legal responsibilities or as Required by Law, upon prior notice to and approval by Covered Entity (which approval shall not be unreasonably withheld) Licensor shall not be required to return or destroy such PHI, but Licensor shall extend the protections of this Agreement to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.
18. Data Use Agreement. If Licensor is the recipient of a 'limited data set', as defined by HIPAA, or if Licensor is engaged by Covered Entity to create a limited data set for purposes of Covered Entity's health care operations, this Agreement shall also be considered to be a 'data use agreement,' as defined by HIPAA, that establishes the permitted uses and disclosures of the information by Licensor as a limited data set recipient as required by HIPAA. To the extent that, and for as long as, it possesses limited data set information for or on behalf of Covered Entity, Licensor hereby agrees to fully comply with the requirements of HIPAA with respect to limited data set information, including without limitation, 45 C.F.R. §164.514(e). The provisions of this Agreement relative to PHI shall also apply to limited data set information, if any, in the possession or control of Licensor. Limited data set information may be used or disclosed by Licensor only for the purposes of research, public health, or health care operations of Covered Entity. Licensor may not disclose limited data set information in a manner that would violate HIPAA if Licensor were a covered entity thereunder. Licensor may only disclose limited data set information to and permit the use of such information by other persons as may

be agreed upon between Covered Entity and Licensor in writing from time to time. Licensor shall not identify or attempt to identify the Individual(s) to whom the limited data set information pertains or contact or attempt to contact the Individual(s) that Licensor believes to be the subject of any limited data set information.

19. Sale of PHI. Licensor shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual unless Covered Entity has approved of such activity in writing in advance of such disclosure or sale, and, when directed to do so by Covered Entity, Licensor has obtained from the Individual a valid written authorization that includes a statement that PHI can be further exchanged for remuneration by the entity receiving PHI of the Individual, and all other requirements under applicable HIPAA regulations are met. The compensation of Licensor for performance of its services under the Agreement shall not constitute remuneration from the sale of PHI for purposes of this Section.
20. HIPAA Amendments.
 - a. In the event Congress or DHHS amend, supplement or otherwise modify the administrative simplification provisions of HIPAA, this Agreement shall be deemed automatically amended to incorporate any supplemental, amended or modified requirements as are expressly applicable to Covered Entity and/or Licensor, effective on the effective date of such amendment(s).
 - b. Without limiting the foregoing, the Parties agree to negotiate and cooperate in good faith in the execution of any amendments, agreements or other instruments deemed necessary or appropriate by the Parties in their reasonable discretion to carry out such HIPAA amendments, or to effectuate compliance with an applicable state or federal law respecting use, disclosure or security of any individual health information created, received, used or disclosed by Licensor hereunder.
21. Notices. All notices and other communications in connection with this Agreement to any Party shall be in writing and shall be deemed given when delivered personally, mailed by certified mail (return receipt requested) to that Party, at such other address for such Party as such Party shall have specified in a prior written notice to the other Parties, or delivered to Federal Express, United Parcel Service, or any similar express delivery service for next business day delivery to that Party at that address.
22. Non-Waiver. The failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall not affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
23. Gender and Numbers; Headings. Where permitted by the context, each pronoun used in this Agreement includes the same pronoun in other genders and numbers, and each noun used in this Agreement includes the same noun in other numbers. The headings of the various sections of this Agreement are not part of the context of this Agreement, are merely labels to assist in locating such sections, and shall be ignored in construing this Agreement.
24. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same Agreement.
25. Amendment. Except as expressly required with respect to HIPAA amendments described in Section 20 above, this Agreement may be amended only by written Agreement signed by Covered Entity and Licensor.
26. Binding Effect; Assignment or Delegation. This Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the Parties and their respective heirs, personal representatives, parents, subsidiaries, successors, and assigns.
27. Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be

reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

28. Survival. All representations, covenants, and agreements in or under this Agreement or any other documents executed in connection with the transactions contemplated by this Agreement, shall survive the execution, delivery, and performance of this Agreement and such other documents. The respective rights and obligations of Licensor under Section 17 of this Agreement shall survive termination or expiration of this Agreement.
29. Further Assurances. Each Party shall in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other Party to carry out the purpose and intent of this Agreement.
30. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of Covered Entity and Licensor and their respective successors and assigns, and nothing contained in this Agreement shall be construed as creating any rights or benefits in or to any third party and shall not be enforceable by any third party.
31. Governing Law; Interpretation. This Agreement shall be interpreted and governed under the laws of the State of Ohio to effectuate compliance by Covered Entity with applicable provisions of the federal HIPAA standards. In addition, this Agreement shall continue to apply to the License Agreement as it may subsequently be amended or restated. In the event of any inconsistency between the provisions of the License Agreement, as so amended and restated (if applicable), and this Agreement, the provisions of this Agreement, to the extent necessary to enable Covered Entity to comply with applicable provisions of HIPAA, shall control. This Agreement supersedes all prior agreements or understandings regarding the subject matter of this Agreement.

The parties acknowledge and agree that a party's electronic signature shall be deemed an original signature for purposes of execution of this Business Associate Agreement.

LICENSOR:
LUXOTTICA RETAIL NORTH AMERICA INC.

COVERED ENTITY:
«_Doctor_1_Name», O.D.

By: _____
Sr. Vice President, Eyecare

«_Doctor_1_Name», O.D.

[NOTE: DOCTOR CAN SIGN THE BUSINESS ASSOCIATE AGREEMENT INDIVIDUALLY OR UNDER DOCTOR'S CORPORATE ENTITY]

SCHEDULE E: DECLARATIONS

“Doctor” is defined as [INDIVIDUAL DOCTOR OR CORPORATE ENTITY NAME], whose current address is [DOCTOR ADDRESS].

Section 1 ADDRESS OF OFFICE
[ADDRESS]
[ADDRESS]
[CITY, STATE ZIP CODE]

Section 2 TERM
The term of this Agreement begins on [EFFECTIVE DATE] (the “Effective Date”) and extends until close of business [EXPIRATION DATE].

Section 4 HOURS OF OPERATION
After negotiation and discussion, Doctor has informed Licensor and Licensor agrees that an optometrist shall be physically present and available to see patients in the Office as described below:

STANDARD HOURS OF OPERATION						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday

[Doctor initials: _____]

In addition to the coverage set forth above, Doctor agrees to provide the following additional coverage:

[INSERT ADDITIONAL COVERAGE HOURS, IF APPLICABLE]

Section 5 LICENSE FEE

<u>Location</u>	<u>Amount</u>
<<Location>>	\$
<<City>>, <<State>>	

SUPPORT HOURS: Yes No*

Unless requested by Doctor in writing to Licensor, Licensor will follow its labor scheduling guidelines to provide staff support which will not be less than the hours of doctor coverage. The hourly rate for such support shall be as determined by Licensor and will be billed in the month following actual usage. Payment shall be due within thirty (30) days of the date of such invoice. The hourly rate may be adjusted on an annual basis as determined by Licensor in its sole discretion.

* If “NO” is checked above, then no dedicated staff support hours will be provided to Doctor.

Section 8 MONTHLY SOFTWARE FEE \$

Doctor’s License Fee and applicable Software Fee obligation begins [EFFECTIVE DATE] with the first payment due by [FIRST PAYMENT DATE - MUST BE ON THE 10TH DAY OF MONTH] and thereafter, by the tenth calendar day of each month during the term of this Agreement. For any partial month of operation, Doctor shall pay a pro-rata License and Software Fee.

Clarifye Logo (LensCrafters locations only):



Software Fee (if applicable)

<u>Location</u>	<u>Amount</u>
(insert merge location) \$ (insert merge city/state)	

Section 22

NOTICES

If to Licensor: Luxottica Retail North America Inc.
4000 Luxottica Place
Mason, OH 45040-8114
Attention: VP of Eye Care

With a copy to: Luxottica Retail North America Inc.
4000 Luxottica Place
Mason, OH 45040-8114
Attention: Office of General Counsel

If to Doctor: [DOCTOR NAME]
[ADDRESS]
[ADDRESS]
[CITY, STATE ZIP CODE]
E-mail address:

Or
At Doctor's Office: [DOCTOR NAME]
[ADDRESS]
[ADDRESS]
[CITY, STATE ZIP CODE]

SCHEDULE F: Computer Security Policy

Purpose	Individuals can use a variety of tactics to tamper with computer systems and networks. This policy will provide guidance to Doctors on acceptable and non-acceptable use of Licensor computer systems and networks.
Scope	The computer security policy applies to all Doctors. The policy applies to all interactions with computer equipment associated with the business of Licensor to include but not limited to computers, hardware, software, DVR's, wireless access points, or the network.
Doctor agrees:	<ol style="list-style-type: none"> 1. To use Licensor's resources only for office related purposes. 2. Cables shall not be removed from any computer device unless directed by Licensor. 3. Doctor agrees not to connect any device not owned by Licensor to a store's network, phone lines, or computer device. 4. Doctors shall not be permitted to connect to or disconnect any computer equipment owned by Licensor. 5. Doctors shall not connect any device owned by Licensor that is not assigned to that store without direction from Licensor. 6. Doctors shall not unplug any network or phone line without approval from Licensor. 7. Doctors shall communicate any problems to Licensor. 8. Doctors shall communicate to Licensor knowledge of successful or unsuccessful attempts, inappropriate or unauthorized use, or access of Licensor computer systems or networks. 9. Upon termination or expiration of the License Agreement, Doctor agrees to remove any and all data belonging to Doctor from computers, equipment or devices belonging to Licensor.

SCHEDULE G

CLARIFYE PROGRAM LICENSE AGREEMENT

A. Licensor desires to implement an initiative known as “CLARIFYESM” (the “Mark”) and Doctor desires to participate and engage in use of the Mark and logo set forth in Schedule E on the terms and conditions set forth herein.

B. Grant of License. Licensor grants to Doctor for the stated term the non-transferrable, non-exclusive right, license and privilege to use the Mark and associated systems solely in connection with the License Agreement at the locations specified (the “CLARIFYE License”). For purposes of this Agreement, “**License Agreement**” means the License Agreement entered into between Licensor and the individual or corporate entity described in Schedule E. Doctor agrees to use only the Marks designated by Licensor and to use them only in the manner prescribed by Licensor.

The term of the EyeCare License, with respect to each Office, will begin and end on the same dates as the License Agreement relating to such Office, unless otherwise terminated earlier. Doctor will immediately cease using the Mark when the License Agreement terminates.

C. Promotion of Experience. Licensor agrees to provide promotional materials to Doctor from time to time to assist Doctor in promoting CLARIFYESM (the “**Materials**”). Licensor also agrees to promote the CLARIFYESM from time to time through various marketing and advertising media, all as determined by Licensor in its sole discretion.

D. Doctor Participation. In exchange for the Materials provided by Licensor to Doctor, Doctor agrees to participate in CLARIFYESM by engaging in the following behaviors:

1. **Participate** - Doctor agrees to participate and direct his/her staff to participate in Clarifye Training Session(s).
2. **Think Out Loud** - Explain each step of the Eye Exam using patient-centered language to provide consistent and compelling communication of the digital technology and CLARIFYESM procedures.
3. **Make a Personal Connection** - Make a personal connection by conveying information on the myLife Vision form to seek to make the patient feel comfortable and confident in their CLARIFYESM experience. Determine purpose of visit through active listening and gathering lifestyle and medical history information.
4. **Elevate Diagnostic Capabilities** - Elevate the CLARIFYESM diagnostic capabilities by sharing Corneal Topography, Retro Illumination, Visual Images with the patient.
5. **Provide Personalized Care** - Deliver personalized care through the use of the Eye Health Assessment Signature Tools, including: myLife Vision form, Eye Health and Wellness form, VueSimulator, OPD Maps, and CLARIFYESM Rx Form.
6. **Ensure Continuity of Care** - Introduce the patient to the Retail Associate as the optical professional who will ensure they will receive frames, lenses, and precise optical measurements to see and look their best.

D. Staff Participation. In addition to Doctor’s participation in CLARIFYESM as described above, Doctor agrees to cause its staff to engage in the behaviors as described above.

E. Patient Satisfaction Survey Questions and Results. As available, Licensor agrees to provide Doctor with Patient Satisfaction Survey Results.

LICENSOR:
LUXOTTICA RETAIL NORTH AMERICA INC.

DOCTOR:

By: _____
Sr. Vice President, Eyecare

[INDIVIDUAL NAME], O.D