

Fly Dance Fitness® Instructor License Agreement

This License Agreement (the "Agreement") is entered into between You So Fly, LLC, a Florida limited liability company doing business as Fly Dance Fitness (hereinafter "**Fly Dance Fitness**" or "Licensor"), and the undersigned individual whose name and signature are affixed to the end of this Agreement (hereinafter the "**Licensee**") and is effective as of the date the Licensee signs this Agreement (the "**Effective Date**"). Licensor and Licensee collectively referred to as the "Parties" and each, a "Party." In consideration of the foregoing and the mutual promises set forth below, the parties agree to be legally bound by this Agreement and its terms and conditions. The Licensee's signature serves as evidence of the Licensee's confirmation that he/she/they understand the obligations contained herein and that Licensee's agreement to be bound by the same is an express condition of participation in the Fly Dance Fitness® Certification Program.

1. Definitions.

- a. "Affiliates" shall mean any company, partnership, or corporation in which Licensor owns an interest, or any company, partnership, or corporation in which Licensor's owners share a common interest, including, but not limited to, Fly Properties, LLC, and Fly Dance Fitness Franchising, LLC.
- b. "Copyrights" mean Licensor's original literary, dramatic, musical, artistic and other works within the meaning of the U.S. Copyright Act and the Berne Convention.
- c. The "Marks" means all word marks, design marks and trade dress created or used, now or in the future, by Licensor including, but not limited to, those associated with the word marks, design marks, and trade dress including the terms Fly Dance Fitness® and Throw Down.™
- d. "IP" means any intellectual property right, both tangible and intangible, and any assets attributable to the same, including but not limited to Licensor's Copyrights, Marks, patents, and trade secrets.
- e. "Person" shall mean any natural person, corporation, partnership, joint venture, limited liability company, or any other business entity.
- f. Throw Down™ is Fly Dance Fitness's original format that incorporates high cardio and hip hop dance fitness moves.

2. Grant of License

Subject to the terms hereof, Fly Dance Fitness grants Licensee a limited, nonexclusive, non transferable, revocable license, without warranty, (i) to use the Fly Dance Fitness® and Throw Down™ Marks, as defined herein, to promote and teach Licensee's Throw Down™ classes and approved events, and to use the Fly Dance Fitness® and Throw Down™ Marks solely to identify Licensee as a Throw Down™ Certificated Instructor ("License"). Licensee shall not promote or teach Licensee's Throw Down™

classes or events within fifteen (15) miles of a Fly Dance Fitness® health club or studio, without the prior written approval from Fly Dance Fitness.

3. Training/ Certification

Licensee shall receive training from Fly Dance Fitness as a part of the Throw Down™ Certification Program. The grant of license provided herein is contingent on the Licensee's completion of the training in its entirety. Fly Dance Fitness reserves the right to cancel this Agreement effective immediately should the Licensee, in Fly Dance Fitness's sole discretion, not satisfactorily complete the Throw Down™ Certification Program, upon which no funds paid by Licensee shall be returned to Licensee as such funds are **non-refundable**.

Licensee agrees and acknowledges that the training and routines taught as part of Throw Down™ Certification Program are the property of Fly Dance Fitness. Licensee agrees that the permission/license granted to teach or reproduce in any way the exercises, movements, class formats, choreography, or music compilations from Fly Dance Fitness is limited to the Licensee as provided herein. Licensee expressly agrees that breaching the terms and conditions herein will result in irreparable damage to Fly Dance Fitness and that Fly Dance Fitness shall be entitled to legal and equitable remedies to the full extent of the law.

The training Licensee will receive from Fly Dance Fitness as a part of Throw Down™ Certification Program involves strenuous physical activity and exercise, and Licensee acknowledges that physical activity, by its very nature, involves certain inherent risks and dangers that cannot be eliminated regardless of the care taken to avoid injuries. Licensee hereby voluntarily indemnifies, unconditionally releases from liability, and holds harmless Fly Dance Fitness, its employees, agents, assigns, successors and Affiliates, for any accident, injury, illness, death, loss, or damages suffered by Licensee arising or resulting directly or indirectly from the training received as a part of Licensee's participation in the Throw Down™ Certification Program.

4. Fees

- a. **Throw Down™ Certification Program Enrollment Fee.** The certification training enrollment fee is \$199.00 (the “fee”). Licensee will be notified prior to the Certification training taking place of the date and location where the certification training will take place, and which may occur in person or online. Licensor may change the date or location of certification training, in Licensor’s sole discretion, provided Licensor notifies Licensee of the change at any time prior to the date the Certification training is set to occur. Licensor may, in its sole discretion, upon receiving written notice from Licensee no later than five (5) days prior to Licensee’s scheduled attendance to Fly Dance Fitness (with such notice being sent to info@flydancefitness.com) that Licensee needs to cancel or reschedule the date of Certification training, credit the fee to a different certification training date or location.

Licensee understands and agrees that the fee is non-refundable and that Licensee’s failure to attend the Certification training or contact Fly Dance Fitness as required herein shall result in a forfeiture of any fee(s) paid. Online training does not expire but all requirements must be met to receive certification.

- b. **Post-Certification subscription fee.** Licensee agrees to pay Licensor an ongoing monthly fee of thirty U.S. Dollars (\$30.00) (the “Subscription fee”) on or by the 1st day of each and every month during the Term for access Licensee will have to have certain content developed, created and maintained by Licensor for the benefit of Certificated Licensee(s) (the “Subscription content”). Fly Dance Fitness provides the Licensee the first thirty (30) days following the completion of the Throw Down™ Certification Program at no charge as a benefit to the Licensee. The first Subscription fee shall be due the first day of the month that follows. Fly Dance Fitness reserves the right to: i.) establish, revise, modify, increase its Subscription fee upon thirty (30) days written notice to Licensee; ii.) to amend its billing practices, methods and fees, including its collection practices, payment practices, and fees for content or services provided on its website(s) or through its Subscription services; and iii.) to update its terms of use, privacy policy, and other terms and conditions made accessible through Licensor’s website (collectively referred to as “Licensor’s policies”). Licensee agrees to accept notice of any changes to Licensor’s policies by way of such changes made accessible to Licensee through Licensor’s website: FlyDanceFitness.com.

Licensee’s failure to make timely Subscription payments due hereunder shall be a material breach permitting Fly Dance Fitness to immediately terminate this Agreement without notice to Licensee, and including the revocation of Licensee’s access to Licensor’s Subscription content. A payment will be considered untimely upon Licensee’s failure to pay Licensor by the 10th day of the month.

5. Term/Cancelation/Termination

Term. The term shall begin on the Effective Date. Following the Effective Date, the Agreement automatically renews for indefinite successive one-month periods unless Fly Dance Fitness or Licensee terminates the Agreement.

Fly Dance Fitness may immediately terminate this Agreement at any time, with or without cause, by giving Licensee written notice. Upon termination without cause, any Fee paid but not used will be returned to the Licensee.

a. **For Cause.** Fly Dance Fitness has the right to terminate this Agreement upon written notice in the event Licensee breaches this Agreement or as a result of any action or conduct by Licensee that Fly Dance Fitness deems detrimental to the Fly Dance Fitness IP, the Fly Dance Fitness brand or the goodwill associated therewith (deemed termination “for cause”). Fly Dance Fitness may, in its sole discretion, provide Licensee with an opportunity to cure any breach prior to termination. Upon termination for cause, any fee paid will not be returned to the Licensee.

b. **Cancellation by Licensee.** Licensee may cancel this Agreement at any time subject to the terms, conditions, and processes set forth by Fly Dance Fitness in this Agreement and in its policies.

c. **Effect of Termination/Cancellation.** Upon Licensor’s termination of this Agreement or revocation of Licensee’s license, Licensee must immediately (i) discontinue use of, and remove, all Fly Dance Fitness IP, including in any websites, social media, credentials, or promotional materials used by Licensee; and shall cause to be transferred all domain names incorporating the Marks in any way. All rights in the Fly Dance Fitness IP and the goodwill associated therewith remain the exclusive property of Fly Dance Fitness.

6. Parties Relationship

The Parties’ relationship is that of licensor and licensee. Nothing herein shall be construed as creating any partnership, joint venture, agency, franchise, sales representative or employment relationship between the

Parties, nor shall Fly Dance Fitness be deemed to be acting in a fiduciary capacity with respect to Licensee. Licensee has no authority to make or accept any offers or representations on behalf of Fly Dance Fitness or to act for or bind Fly Dance Fitness in any manner. Licensee must not make statements or take actions that may contradict the relationship set forth herein or confuse or mislead any person regarding the nature of the Parties' relationship. The Licensee does not have any rights afforded to a Franchisee and is not authorized to extend this grant of License to any person.

7. Disparagement

Licensee must not make any unsavory or disparaging remarks or comments or create any materials or content that Fly Dance Fitness determines, in its discretion, dilutes, disparages, or is detrimental to the Fly Dance Fitness IP, the Fly Dance Fitness ® brand or the goodwill associated therewith. Licensee agrees to promptly comply with any instructions from Fly Dance Fitness, including the removal, deletion, or withdrawal of such remarks, content, or materials.

8. Ownership of the Fly Dance Fitness and Throw Down Intellectual Property

Fly Dance Fitness owns all right, title, and interest in the Fly Dance Fitness IP and Licensee must not take any action inconsistent with Fly Dance Fitness's ownership thereof. Licensee's use of the Fly Dance Fitness IP inures to the sole benefit of and is on behalf of Fly Dance Fitness. In that regard, Fly Dance Fitness shall own all live performance copyright rights in and to any Fly Dance Fitness classes or events taught by Licensee, including any copyright rights in the filming, recording, streaming, uploading or reproduction of such classes or events. Nothing in this Agreement gives or shall be construed as giving Licensee any right, title or interest in the Fly Dance Fitness IP other than the right to use the Fly Dance Fitness IP as permitted herein. Licensee must not contest Fly Dance Fitness's ownership of the Fly Dance Fitness IP, the validity or enforceability of the Fly Dance Fitness IP, or the validity of this Agreement. Licensee must not register or attempt to register any trademark, service mark, logo, trade dress, copyright, trade name or business name that incorporates "Fly Dance Fitness" or "Throw Down" or the Marks, or any derivations thereof, nor can Licensee assist any party in doing so.

9. Licensee Responsibilities/ Use of Marks

- a. **Licensee Use.** Licensee may only use the Fly Dance Fitness and Throw Down IP for promoting the Licensee's own classes or approved events.
- b. **Use of Marks.** Licensee must follow all instructions, requests and/or demands made by Fly Dance Fitness concerning Licensee's use of the Fly Dance Fitness IP; and (v) use its best efforts to use the current versions of the Marks as provided by Fly Dance Fitness. Licensee must use the following "used under license" language on all materials, printed or electronic (the "materials"), and when bearing the Marks must also state in bold as follows on all materials used "**Fly Dance Fitness®**" and the **Fly Dance Fitness ®** logos, as well as "**Throw Down™**" are registered trademarks of You So Fly, LLC; used under license." Licensee agrees to use the ™, or ® symbol(s) whenever required or requested to do so by Licensor, in connection with the Marks or any IP.
- c. **Limited Use and Prohibition on Modification of Marks.** Licensee is expressly prohibited from using Fly Dance Fitness IP for the purposes of promoting any workshop, training, instruction, choreography session, virtual classes, or other activity except Licensee's own Throw Down in-person classes or approved events. The Fly Dance Fitness and Throw Down Marks and name must not be used as a part of any business name, gym name, for newsletters or publications, or for any social media accounts, AdWords/search keywords, i.e. SEO for online traffic, or customized hashtags that are not affiliated with Fly Dance Fitness. Further, Fly Dance Fitness IP and marks must not be used to identify a gym, workout facility, business or trade name, or any other facility, program, or product, without Fly Dance Fitness's prior written approval. Fly Dance Fitness will monitor Licensee's usage of the Marks and IP and reserves the right to report and remove any content posted in violation of, and terminate, this Agreement for cause. Licensee must not modify the Marks to refer to a class or alter usage for class names or promotions or change the spelling of Fly Dance Fitness Marks in any way (e.g. "Come Fly with Me" or "Fly Dance Divas").
- d. **Merchandise.** Licensee must not manufacture, create, offer for sale, advertise, promote, sell or distribute any merchandise, including apparel, accessories, CDs, DVDs or promotional items, virtual classes, bearing the Fly Dance Fitness ® or Throw Down™ IP or any names, designs or logos similar to the Marks.
- e. **Prohibition on Distribution of Fly Dance Fitness Materials.** Licensee must not copy, duplicate, sell, distribute, upload, stream or otherwise disseminate

any Fly Dance Fitness materials including, but not limited to, Subscription content; Continuing Instructor Content; training manuals; lesson planning materials; or CDs and DVDs. In the event of termination or cancellation of this Agreement, Licensee's license shall be deemed immediately revoked by Licensor, and Licensee shall destroy all Fly Dance Fitness materials or return them to Fly Dance Fitness, or otherwise certify, to the satisfaction of Licensor, that Fly Dance Fitness materials will be secured and maintained for personal use and access only.

- f. **Third-Party Infringement.** Licensee must promptly notify Fly Dance Fitness of any unauthorized use of the Fly Dance Fitness IP by a third party for which Licensee becomes aware. Fly Dance Fitness has the sole right and discretion to take action, including bringing action involving the Fly Dance Fitness IP and retaining the proceeds of any settlement or recovery in such action. Licensee agrees to cooperate with Fly Dance Fitness in enforcing and protecting the Fly Dance Fitness IP.

10. Indemnification

Licensee agrees to defend, indemnify, and Fly Dance Fitness, its subsidiaries, affiliates, suppliers, and licensors and each of their respective officers, agents, partners and employees (the collectively "Fly Dance Fitness Related Parties") harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees and costs, arising from: (i) Licensee's use of the Fly Dance Fitness website, content, Marks; (ii) a breach of this Agreement or Licensor's policies, and (iii) Licensee's use of the techniques and class instruction taught through the Certification Program or Subscription.

11. Disclaimer & Limitation of Liability

Fly Dance Fitness makes no representations or warranties, express or implied, with respect to warranties of fitness, merchantability of any products or non-infringement. Fly Dance Fitness maintains an ASCAP and BMI music license for its studio and use. The limited license granted to the Licensee in this Agreement does not extend to the Licensee any right, license, interest, or authorization to the use of the songs included in the Fly Dance Fitness routines and program. U.S. copyright law requires the Licensee, or the Licensee's gym, to obtain and maintain permission from music copyright owners for the use of the music.

Under no circumstances, or legal or equitable theory, whether in tort, contract, strict liability or otherwise, will Fly Dance Fitness or the Fly Dance Fitness Related Parties be liable to Licensee or any other person for any indirect,

special, incidental or consequential losses or damages of any nature arising out of or in connection with this Agreement, including damages for lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or computer failure or malfunction. Fly Dance Fitness makes no representation that the operation of Fly Dance Fitness's website(s) or Subscription services will be uninterrupted or error-free. Fly Dance Fitness is not liable for the consequences of any interruptions or errors, although Fly Dance Fitness will make commercially reasonable efforts to correct errors or interruptions. In no event will Fly Dance Fitness be liable for any damages in excess of the Fees paid by Licensee during the six-month period preceding the date on which a claim arises.

12. Interpretation & Enforcement.

This Agreement will be construed in accordance with the laws of the U.S. and the State of Florida. Each Party irrevocably submits to the exclusive jurisdiction of the federal courts of the United States of America located in the Middle District of Florida, Tampa Division, or the courts of the state of Florida, located in Sarasota County, Florida for any legal action arising from or relating to this Agreement. The Parties waive any challenge to personal jurisdiction or venue in those courts. The prevailing party in any such action is entitled to recover its attorneys' fees and costs. THE PARTIES EXPRESSLY WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION RELATING TO THIS AGREEMENT.

13. No Waiver

Fly Dance Fitness's failure to require or enforce strict performance of any provision of the Agreement or to exercise any right under the Agreement shall not be construed as a waiver or relinquishment of Fly Dance Fitness's right to assert or rely upon any such provision or right in that or any other circumstance.

14. Entire Agreement/ Changes

The Agreement constitutes the entire agreement between the parties and supersede all prior agreements, understandings, or statements. Licensee understands and acknowledges that this Agreement may be modified at Fly Dance Fitness's discretion. Such changes may be affected by Fly Dance Fitness's posting of a change, notice, or new agreement made available at FlyDanceFitness.com. Such modified terms are deemed incorporated herein and made part hereof. Fly Dance Fitness will make commercially reasonable efforts to notify Licensee of all modifications prior to implementation. The enforceability of such changes are not contingent upon actual notification to Licensee, provided that Fly Dance Fitness has posted the changes on FlyDanceFitness.com. In the event Licensee does not agree to abide by the terms of the Agreement, as modified,

Licensee's sole remedy is to terminate this Agreement. Licensee acknowledges that it is Licensee's sole responsibility to monitor FlyDanceFitness.com for changes to this Agreement.

15. Survivability

The provisions of this Agreement that, by their nature and content, must survive the completion, rescission, cancelation, termination, or expiration of the Agreement in order to achieve the fundamental purposes of the Agreement (including, without limitation, those provisions such as dispute resolution, disclaimer of warranties, and limitation of damages/liability), shall so survive and continue.

16. Severability

If any provision of the Agreement shall be held or made invalid by a court of competent jurisdiction, statute, or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected or rendered unenforceable thereby.

17. Assignment

Licensee is prohibited from assigning any rights under this Agreement. Fly Dance Fitness may assign the Agreement at any time without notice to the Licensee. Such assignment by Fly Dance Fitness shall not invalidate or render this Agreement void. Any attempted assignment in violation of the foregoing restrictions shall be void.

18. Notice. All notice(s) required to be sent to Licensor pursuant to this Agreement shall be sent to Licensee at the email address Licensee provides to Licensor, and if to Licensor, by certified mail or overnight courier, along with an copy sent via email to Licensor at:

You So Fly, LLC
Attention: Kari Schroeter
999 Cattlemen Rd, Unit F
Sarasota, FL 34232
info@flydancefitness.com

All notice(s) sent shall be deemed delivered: i.) if to Licensor, upon receipt; if to Licensee, upon dispatch of email.

19. Counterparts & Electronic Signature(s)

The Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of the Agreement and all of which, when taken together, will be deemed to constitute the same agreement. Signatures and documents electronically transmitted shall be binding and as valid as originals.

By executing this agreement and/or completing the Fly Dance Fitness™ Certification Program, the Licensee acknowledges that he/she/they has/have read, understand(s), and agree(s) to be bound by all of the terms of the Agreement and that this Agreement may be modified at Fly Dance Fitness discretion. Such changes may be affected by Fly Dance Fitness posting a notice of a change or new agreement on FlyDanceFitness.com.

“LICENSEE”:

Print Full **LEGAL** Name above

Signature of Licensee

“Effective Date” _____, 20

Today's Date