

## Dancely<sup>SM</sup> Facility License Agreement

This Dancely<sup>SM</sup> Facility License Agreement (“License Agreement” or “Agreement”) is entered into between Clint Salter, Inc. d/b/a Dancely (“Dancely”), and \_\_\_\_\_, a \_\_\_\_\_ (“Facility”), and is effective as of the date on which this Agreement is executed (“Effective Date”). Dancely and Facility are referred to singularly as a “Party” and collectively as the “Parties.”

**WHEREAS**, Dancely is the owner of original music, lyrics, choreography and related materials and programs that utilize Dancely’s intellectual property for children aged one to ten, and which are identified by the Dancely service mark;

**WHEREAS**, Facility operates a daycare center/preschool, dance studio, gym, or other facility located at \_\_\_\_\_ (“Facility Location”) that offers various programs and instruction to children, including children ages one to ten;

**WHEREAS**, in addition to the programs and instruction that Facility offers to the children in its care, the Facility desires to offer or make available to suitably aged children in its care the music, choreography, and programs that Dancely has developed and plans to develop;

**WHEREAS**, Dancely is willing to allow Facility to offer its programs and materials and to utilize its IP in strict accordance with the terms and conditions set forth in this License Agreement; and

**NOW, THEREFORE** in consideration of the foregoing and the mutual promises set forth below, the Parties hereby agree as follows:

**1. Definitions.** For purposes of this Agreement, “Dancely IP Rights” shall mean the Dancely service mark, and all trademarks, service marks, logos, designs, slogans, trade dress, music, lyrics, choreography and other copyrights owned by Dancely, and any other intellectual property rights owned and/or controlled by Dancely, including trade secrets.

**2. Grant of License.** Subject to the terms of this Agreement, Dancely hereby grants to Facility during the term of this Agreement a limited, non-exclusive, nontransferable, revocable license, without warranty, to use the Dancely IP Rights and to provide Dancely classes at the Facility so long as the terms and conditions set forth in this Agreement are followed (the “License”).

**2.1. Instruction.** Each instructor teaching or using the Dancely works and materials at the Facility must first become familiar with and follow the instruction materials provided by Dancely. Facility shall insure that each of its instructors has reviewed all instructional materials provided by Dancely and is properly using the Dancely materials at all times. Facility shall also ensure that any of its Instructors that teach or use the Dancely materials are employees, agents or representatives of Facility, meet any applicable governmental licensing or certification requirements in effect in the jurisdiction of the Facility Location, and have no history of abuse, neglect, or mistreatment of minors.

**2.2. Territory.** Unless otherwise agreed by Dancely, the License is valid only for classes or instruction offered to children at the Facility Location. Facility shall not use any of the Dancely materials or offer any Dancely instruction to children off-site, or by use of the internet, DVDs, or other electronic media. Facility is not granted any exclusive rights to use the Dancely IP Rights, or instruct age children using the Dancely materials. Facility understands that others, including Dancely, may offer Dancely approved instruction to children located in close proximity to the Facility Location, and that Dancely specifically reserves the right to offer Dancely instruction directly to children by means of the internet, books, DVD

or other media.

**2.3. Use of Dancely Materials by Facility.** All Dancely materials distributed to Facility by Dancely are the property of Dancely and cannot be disseminated by to any third party without Dancely's approval. Notwithstanding the foregoing, a Facility providing Dancely classes may use the Dancely service mark in marketing materials approved by Dancely but only to advertise, promote, and identify Dancely's music, lyrics, choreography, and programs made available by Facility to suitably aged children during the term of this Agreement. Unless otherwise set forth herein, any and all uses of the Dancely IP Rights by Facility must be approved, in writing, by Dancely prior to any such use of the Dancely IP Rights by a Facility.

**2.4. Under License Language.** Facility must use the following "used under license" language on all materials, printed or electronic, which bear the Dancely IP Rights.

**2.5. Third Party IP Rights.** Facility must not include any third-party intellectual property rights in materials promoting Dancely classes at a Facility location without Dancely's prior written approval.

**2.6. Proper Use of the Marks.** Facility must (i) use the Dancely IP Rights only in the forms shown in Exhibit A, including adhering to the colors, fonts, stylization, proportionality and other elements of the Dancely IP Rights; (ii) follow Dancely's brand use guidelines; (iii) use the appropriate trademark symbol (® or ™) with each use of a mark; (iv) follow all instructions, requests and/or demands made by Dancely concerning Facility's use of the Dancely IP Rights; and (v) use its best efforts to use the current versions of the Dancely IP Rights as provided by Dancely.

**2.7. Use of Dancely Works.** All Dancely materials, including all music, lyrics, and choreography, licensed for use by Dancely, shall be used by the Facility only for the purpose of providing Dancely classes and identified by the Dancely service marks or Dancely trademarks, and shall not be used for any other purpose without first receiving Dancely's written consent. Facility shall not modify or alter the music or lyrics provided by Dancely and licensed for use to the Facility under this Agreement, and agrees to follow all directions and guidelines provided by Dancely regarding the proper use of such works. Facility shall not use the Dancely name or service marks as part of its business name, and shall not allow the Dancely service marks to become substantially associated with the overall business conducted by Facility.

**2.8. Compliance with Laws.** Facility must (i) strictly comply with all applicable laws, statutes, regulations and ordinances (whether a country, federal, state, municipal, local and/or other government body) in which the Facility is located related to and/or concerning the care and/or instruction of children without a parent or guardian being present; and (ii) have secured (and must maintain in good standing) all required approvals and permits from the applicable governmental bodies in which the Facility is located (whether a country, federal, state, municipal, local and/or other government body) in order to care for and/or provide instruction to children without a parent or guardian being present; and (iii) obtain all required approvals and permits pertaining to marketing, advertising, or providing services related to the instruction of children, including any requirements for the instruction of children without a parent or guardian being present. ***Facility understands, acknowledges, and agrees that any and all government fees and/or tax obligations resulting from and/or concerning any transactions related to any Dancely classes or programs offered by Facility under this Agreement, including but not limited to income tax, sales tax, shall be Facility's sole and exclusive responsibility.***

**3. Noncompete Covenants.** Facility agrees that it will receive valuable training, confidential information and goodwill that it otherwise would not receive or have access to but for the use of the Dancely IP, as set forth herein. Facility and its affiliates, related entities, members, directors, officers, and employees ("Facility

Parties”) therefore agree to the following noncompetition covenants: (i) Facility Parties covenant that during the term of this Agreement they will not, except as Dancely otherwise agrees to in writing, either directly or indirectly, consult with, invest in or have any ownership interest in any preschool dance curriculum program or similar company; (ii) Facility Parties covenant that they will not, for a period of one year after the expiration or termination of this Agreement either directly or indirectly, consult with, invest in or have any ownership interest in any preschool dance curriculum program or similar company.

**4. License Fee.** Facility agrees to pay Dancely for the rights to use the Dancely IP Rights as provided in this Agreement a monthly license fee of \$99.<sup>00</sup>. This monthly fee shall be paid on or before the first day of each month, and shall be paid in such manner as Dancely may specify from time-to-time. Dancely may increase the monthly license fee on fifteen (15) days’ notice.

**4.1. Other Fees.** Dancely may offer optional services and goods that Facility may elect, but is not required, to purchase from Dancely. Such services may include training, coaching, or the sale of branded merchandise or marketing materials. Facility is not required to purchase such services or materials, but if it elects to do so, Facility shall pay all amounts due Dancely before shipment or delivery of the services or goods.

**5. Term.** This Agreement shall be for a term of one month, which shall be automatically renewed for successive one-month periods unless terminated or cancelled as provided for in the Agreement.

**6. Termination.** Dancely may immediately terminate this License Agreement for any reason by giving Facility thirty (30) days written notice, and may terminate this Agreement immediately for cause, which includes any breach by Facility of the terms of this Agreement, or by any conduct by Facility or its agents or employees that Dancely believes may harm or damage Dancely’s IP Rights. Facility may terminate this License Agreement for any reason by giving Dancely thirty (30) days written notice. Upon termination, Facility must cease using any of the Dancely service marks, and any of the music, lyrics, choreography, or other materials provided to Facility by Dancely.

**7. Interpretation & Enforcement.** Any claim or controversy related to or arising out of this License Agreement shall be interpreted and construed under the laws of the State of Florida. Any judicial action brought by you against Dancely shall be brought exclusively, and any action brought by us against you **may** be brought, in the federal district court or state court covering the location at which we have our principal place of business at the time the action is commenced; provided, however, that if the federal court would not have subject matter jurisdiction had the action been commenced in such court, then, in such event, the action shall (with respect to actions commenced by you) and may (with respect to actions commenced by us) be brought in the state court within the judicial district in which we have our principal place of business at the time the action is commenced. At the time of signing this License Agreement, our principal place of business is located in Miami-Dade County, Florida. You and we acknowledge that our agreement regarding jurisdiction provides each of us with the mutual benefit of uniform interpretation of this Agreement or our relationship created by 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 License Agreement. Any judgment entered by a court in connection with this Agreement is fully enforceable in the state where Facility is located.

**8. Acceptance of Agreement.** This License Agreement takes effect upon its acceptance and execution by Dancely in Florida.

**9. Parties’ Relationship.** The Parties’ relationship is that of licensor and licensee of intellectual property

belonging to Dancely. Nothing herein shall be construed as creating any partnership, joint venture, agency, franchise, sales representative or employment relationship between the Parties. Facility has no authority to act for or bind Dancely in any manner. Facility must not make statements or take actions that may contradict the relationship set forth herein or confuse or mislead any person or entity regarding the nature of the Parties' relationship.

**10. Limitation of Liability.** Dancely makes no representations or warranties, express or implied, with respect to the Dancely or any Dancely materials, including, without limitation, warranties of fitness, merchantability or non-infringement. Under no circumstances and under no legal or equitable theory, whether in tort, contract, strict liability or otherwise, will Dancely or any of its affiliates, related entities, members, directors, officers, and or employees (or any member, director, officer, or employee of a Dancely affiliate or related entity (collectively, "Dancely Related Parties")) be liable to Facility or any other person for any indirect, special, incidental or consequential losses or damages arising out of or in connection with this Agreement, including damages for lost profits or loss of goodwill.

**11. Indemnification.** Facility agrees to indemnify, defend and hold Dancely and Dancely Related Parties harmless from all expenses (including attorneys' fees and costs) and liabilities of any kind or nature arising from or in any way connected to any activity of Facility even if our negligence or culpability is alleged, unless the expenses or liabilities result solely from our willful misconduct or gross negligence as determined by a judicial tribunal of competent jurisdiction.

**12. Insurance.** Facility shall at all times keep and maintain comprehensive liability insurance covering all activities at Facility's Location with limits of liability no less than two million dollars

**13. Disparagement.** Facility must not make any unsavory remarks or comments and/or create any materials or content that Dancely determines, in its discretion, dilutes, disparages, or is detrimental to the Dancely IP Rights, the Dancely brand or the goodwill associated therewith. Facility agrees to promptly comply with any instructions from Dancely, including the removal, deletion or withdrawal of such remarks, content or materials.

**14. Nature of Services.** Dancely classes or programming may not be safe or appropriate for all children and Instructors. Any information Dancely provides to Facility about the Dancely program or classes, marketing or promotion of Dancely programs, instructor recruiting or retention, or regarding early childhood development is intended solely as a general educational aid and is not a substitute for educational, developmental or medical advice. Facility is encouraged to have any of its Instructors (employees, agents and/or representatives that that are offering Dancely classes or programming at the Facility) to seek medical advice before providing these offerings, or if any such Instructor has any medical condition affecting their ability to provide the Dancely classes or programming. Faculty is solely responsible for ensuring that all children may safely participate in Dancely classes or programming prior to offering the same. ***Facility must ensure that it (and any of its employees, agents and/or representatives) complies with all applicable laws, regulations and ordinances governing the instruction of children in the country, state and locality where Facility is located, and is solely responsible for the hiring or retention of any instructor Facility selects to utilize and teach any aspect of the Dancely program.*** Dancely and the Dancely Related Parties assume no responsibility for any consequence relating directly or indirectly to any action or inaction of Facility (or any of its employees, agents and/or representatives) based on the information, services, or other materials provided by Dancely. While Dancely strives to provide complete, up-to-date and accurate information on its website(s) and in other materials, Dancely and the Dancely Related Parties do not guarantee, and will not be responsible or liable for, any damage or loss related to the accuracy, completeness, or timeliness of such information. Facility on behalf of itself and its employees, agents and/or representatives releases from liability, and holds harmless Dancely, and the Dancely Related Parties for any accident, injury, illness, death, loss, damage to person or property, or other consequences suffered by any person (including any minor

child) arising or resulting directly or indirectly from Dancely classes or programming held at a Facility location. Dancely assumes no responsibility for any medical expenses, injury, or damage suffered by any person, or any participant of a Dancely classes held at a Facility location.

**15. No Waiver & Reservation of Rights.** Dancely's failure to enforce a provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provisions hereof. Dancely reserves all rights not granted herein.

**16. Complete Agreement.** This agreement is the entire agreement between the Parties and supersedes any prior understanding, arrangement or agreement between the Parties as to the subject matter contained in this agreement.

**17. Notices.** Any notice, request, demand or other communication given hereunder may be given to a Party at the addresses set forth below. Any notice or request hereunder must be given by registered or certified mail, return receipt requested; courier; or, e-mail.

**If to Dancely:**

**If to Facility:**

The Facility Location: \_\_\_\_\_

Email: \_\_\_\_\_

**18. Amendments/Modifications.** This Agreement may not be amended or modified orally, but may only be amended or modified by a writing signed by all of the parties to this License Agreement.

The Facility hereby fully consents and agree to all of the terms hereof as of \_\_\_\_\_, \_\_\_\_\_, 202\_\_.

**FACILITY**

**Name of Facility:** \_\_\_\_\_

**Address of Facility:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**DANCELY**

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **Photograph, Video, and Image License Agreement**

This Agreement (the "**Agreement**") is by and between Clint Salter, Inc., a Florida corporation ("**Company**") and Licensor.

- A. Licensor solely and exclusively owns or controls the rights to certain photographs and videos related to Licensor's dance studio (the "**Images**") and wishes to grant to Company a license to use those Images; and
- B. Company wishes to obtain a license to the Images on the terms and conditions set forth in this Agreement.

In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. License.

1.1 Grant of Rights. Licensor hereby grants to Company and its affiliates, and each of their respective, sublicensees, successors, and assigns (each, a "**Licensee**") the nonexclusive, perpetual, irrevocable, freely transferable and sublicensable right and license worldwide to use the Images in any and all formats and media, whether now or hereafter known or devised, by any and all technologies and means of delivery, whether now or hereafter known or devised, for the purpose of promoting its services. For purposes of clarity and without limiting the foregoing, Licensor acknowledges and agrees that the rights and license granted to Licensee under this Agreement include Licensee's rights: (a) to modify, edit, combine with other materials (including, but not limited to, in combination or conjunction with Licensor's name or any other name, or no name), translate, include in collective works, and create derivative works of the Images in whole or in part (collectively, "**Adapt,**" "**Adapted,**" and "**Adaptation**" have correlative meanings); and (b) to reproduce, perform (publicly or otherwise), display (publicly or otherwise) and transmit the Images, in whole or in part, as provided by Licensor or as Adapted for such purposes and uses as are permitted under this Section 1.1.

1.2 Waiver of Moral Rights. Licensor hereby knowingly, voluntarily, and irrevocably waives all rights of attribution and integrity and any other rights in or to the Images arising under Section 106A of the Copyright Act, 17 U.S.C. § 106A, or under any other applicable law of the United States or any state, country, or other jurisdiction that acknowledges or confers rights of the same or similar nature (collectively, "**Moral Rights**"). To the extent this waiver is not permitted by applicable law, Licensor hereby agrees not to enforce such Moral Rights against Licensee or any individuals or entities acting on behalf of Licensee or permitted to receive copies of the Images under this Agreement (collectively, "**Licensee Parties**").

1.3 Grant Back License. Company on behalf of itself and each Licensee hereby grants Licensor a limited non-transferable and non-sublicensable license to use the Adaptations solely for the purpose of promotion of the Company's and/or the Licensor's services.

2. Licensor Obligations.

2.1 Prior to delivery of the Images, Licensor shall obtain from all persons who are, or whose trademark or other property is, identified, depicted, or otherwise referred to in any such Images, such written and signed licenses, permissions, waivers, and consents (collectively, "Permissions" and each, individually, a "Permission"), including those relating to publicity and privacy, as are or reasonably may be expected to be necessary for Licensee to exercise its rights in the Images, including all intellectual property rights therein, without incurring any payment or other obligation to, or otherwise violating any right of, any such person; and

2.2 Upon Company's request, provide Company with an executed copy of each such fully executed Permission.

3. Ownership

3.1 Licensor will own and retain all right, title, and interest in and to the Images, subject to the license granted in Section 1.1. Company will own and retain all right, title, and interest in and to all Adaptations of the Images made by, or by any third party for the benefit of, Company, subject to Licensor's rights in the underlying Images.

4. Use of Licensor's Name, Likeness, and Information. Licensor hereby grants to Licensee the right (with no obligation) to use Licensor's name, image, likeness, and biographical and professional information (including information Licensor provides to Company and any other information about Licensor that is publicly available) in connection with Licensee's use of the Images and any Adaptations.

5. Representations and Warranties.

5.1 Mutual Representations and Warranties. Each party represents and warrants that it has the full right, power, and authority to enter into, perform, and grant the rights and licenses it grants and is required to grant under this Agreement.

5.2 Licensor Representations and Warranties. By providing the Images to Company, Licensor hereby represents and warrants that:

(a) Licensor has not granted and will not enter into any license or contractual or other obligation that could conflict or interfere with Licensee's receipt or exercise of its rights or license hereunder;

(b) Licensor is the sole and exclusive legal and beneficial owner of the entire right, title, and interest in and to the Images, including all copyrights and other intellectual property rights therein;

(c) Licensor has obtained, in legally binding and irrevocable written instruments, all Permissions as are or reasonably may be expected to be necessary for Licensee to fully and lawfully exercise the Licensee's rights and licenses under this Agreement, including all required Permissions of the representatives of any deceased individuals who are, or whose property is, identified, depicted or otherwise referred to in such Images;

(d) There is no settled, pending, or, to the best of Licensor's knowledge after exercising reasonable diligence, threatened litigation, opposition, or other claim or proceeding challenging Licensor's ownership of copyrights in or use of the Images

or the validity, enforceability, or registration of such copyrights or any other intellectual property rights in or to the Images;

6. Indemnification. Each party shall indemnify, defend, and hold harmless the other party and the other party's respective officers, directors, employees, agents, affiliates, successors, and assigns from and against any claims, judgments, damages, liabilities, settlements, losses, costs, and expenses, including attorneys' fees and disbursements, arising from or relating to any breach by such party of its representations, warranties, or other obligations hereunder. Licensor shall release, indemnify, defend, and hold harmless the Company's sublicensees from and against any claims, judgments, damages, liabilities, settlements, losses, costs, and expenses, including attorneys' fees and disbursements, arising from or relating to said sublicensee's use of the Adaptations or for any breach of either parties' representations, warranties, or other obligations hereunder.

7. Miscellaneous.

7.1 Assignment. Either Party may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

7.2 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by the parties. No waiver by either party of any of the provisions hereof shall be effective unless expressly set forth in writing signed by the waiving party, nor shall the waiver of any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

7.3 Severability. If any part of this Agreement is invalid, illegal, or unenforceable in any jurisdiction it shall not affect any other part of this Agreement or invalidate or render unenforceable such part in any other jurisdiction.

7.4 Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction of the federal and state courts located in the city of Miami and in any legal suit, action, or proceeding arising out of or related to this Agreement or any Images.

7.5 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter.

The Facility hereby fully consents and agree to all of the terms hereof as of June, \_\_\_\_,202\_\_ .

FACILITY

Name of Facility: \_\_\_\_\_

Address of Facility: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DANCELY

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_