

License Agreement

This License Agreement ("Agreement") is entered into between Radical Rebounding LLC ("Radical"), and you ("Instructor/studio" or "you"), and is effective as of Instructor's date of enrollment in the Radical Rebounding Training Program (the "Effective Date"). Radical and Instructor may be referred to singularly as a "party" and collectively as the "parties."

Radical owns the Radical IP (as that term is defined below) and uses the Radical IP in connection with educational services in the field of trampoline-based fitness training and coaching (the "Services"). Instructor has completed an official Radical instructor training and desires to make use of the Radical IP for purposes of performing Services for others ("Radical Classes").

In consideration of the mutual undertakings of Radical and Instructor under this Agreement, the parties agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms have the following meanings:
 - 1.1. **Term.** The term of this Agreement begins from the Effective Date and continues until Radical terminates the Agreement or Instructor cancels his/her membership pursuant to Radical's cancellation policy.
 - 1.2. **Radical Marks.** Means certain word trademarks and/or service marks owned by Radical, including Radical Rebounding™, On the Rebound™, and the trademarked logo(s) attached as **Exhibit A.**
 - 1.3. **Radical Copyrights.** Means original literary, dramatic, musical, artistic, and other works within the meaning of the U.S. Copyright Act and the Berne Convention used in association with the Radical Marks.
 - 1.4. **Radical IP.** Means the Radical Marks and Radical Copyrights.
 - 1.5. **Radical Materials.** Means any written documents provided to Instructor by Radical as part of the Radical Rebound Training or otherwise in connection with the Services.
2. **Grant of License.** Subject to the terms hereof, Radical grants Instructor a limited, nonexclusive, nontransferable, revocable license to use the Radical Marks to promote and teach Instructor's Radical Classes and approved events during the Term (the "License").
 - 2.1. **Territory.** The License is not valid in any country to which the United States restricts trade or where exercising rights hereunder would violate any law, regulation, or ordinance.
 - 2.2. **Affiliation.** All uses of the Radical IP must be made in accordance with this Agreement and cannot imply an affiliation with any third party, including an implied affiliation with any brand, organization, or company, or with any individual not licensed hereunder. Where Instructor wishes to use the name, logo, or marks of a third party in connection with the Radical IP, Instructor must obtain Radical's prior approval. Notwithstanding the foregoing, Instructor may use the business name, trade name, and trademark of a gym or facility where a Radical Class or approved event is being held, so long as such use is subordinate to the Marks and the use is permitted by the gym or facility.
 - 2.3. **Disparagement.** Instructor must not make any unsavory remarks or comments or create any materials or content that Radical determines, in its sole discretion, dilutes, disparages, or is detrimental to the Radical IP, the Radical brand, or the goodwill associated therewith. Instructor agrees to promptly comply with any instructions from Radical, including the removal, deletion, or withdrawal of such remarks, content, or materials. This section shall survive termination of this

Agreement.

- 2.4. Ownership of Radical IP. Radical owns all right, title, and interest in the Radical IP and Instructor must not take any action inconsistent with Radical's ownership thereof. Radical's use of the Radical IP inures to the sole benefit of and is on behalf of Radical. In that regard, Radical shall own all live performance copyright rights in and to any Radical Classes or events taught by Instructor, including any copyright rights in the filming, recording, streaming, uploading, or reproduction of such classes or events. Nothing in this Agreement gives Instructor any right, title, or interest in the Radical IP other than the right to use the Radical IP as permitted herein. Instructor agrees not to contest Radical's ownership of the Radical IP or the validity or enforceability of the Radical IP. Instructor agrees not to register or attempt to register any trademark, service mark, logo, copyright, trade name, or business name in relation to goods or services the same as or similar to the Services and which incorporates "Radical Rebounding," "Radical," or any of the Marks, or any derivations thereof, nor can Instructor assist any party in doing so.
- 2.5. During the Term of this Agreement, Radical Rebounding LLC will not contract with any other Studio within a 50 mile radius of the address of service.
3. Fee. Instructor agrees to pay Radical a subscription fee in an amount to be set by Radical (\$597.00/annual fee), or each and every month during the Term on completion of initial 6 months post training. The Fee is subject to change at Radical's discretion. Radical reserves the right to establish, revise, modify, or amend its billing practices, methods, and fees. Instructor agrees to accept notice of any changes by way of the changes posted on radicalrebounding.com. Instructor's failure to make timely payments due hereunder is a material breach permitting Radical to terminate this Agreement and to pursue legal action to collect payment.
4. No Third-Party Use of Radical Materials. This Agreement is between the parties only. All Radical Materials distributed to Instructor are the property of Radical and Instructor. Any other use or distribution of such materials is prohibited.
5. Proper Use of the Radical Marks. Instructor agrees to (i) use the Radical Marks only in the forms shown in Exhibits A, including adhering to the colors, fonts, stylization, proportionality, and other elements of the Marks; (ii) follow any brand use guidelines provided by Radical; (iii) use the appropriate trademark symbol (® or ™) with each use of a Radical Mark; (iv) follow all instructions, requests, or demands made by Radical concerning Instructor's use of the Radical IP; and (v) use its best efforts to use the current versions of the Radical Marks as provided by Radical.
 - 5.1. Under License Language. Instructor must use the following "used under license" language on all materials, printed or electronic, which bear the Marks:

Radical Rebounding™, [insert other Marks], and the Radical Rebounding logos are trademarks of Radical Rebounding LLC, used under license.
 - 5.2. Quality Standards. The nature and quality of Instructor's marketing and Services using the Radical Marks must conform to all standards set by Radical (i) in the instructor training courses and manuals; (ii) at Radical's website; and (iii) in this Agreement and any supplement subsequently provided by Radical. Instructor must cooperate with Radical in facilitating Radical's control over the nature and quality of Instructor's marketing and services, to permit observation of Instructor's Radical Classes or approved events, to promptly comply with all instructions from Radical, and to supply Radical with evidence confirming compliance with this Agreement and any other requirements specified by Radical.
 - 5.3. Compliance With Laws. Instructor must comply with all applicable laws, regulations and ordinances in the country, state, and locality in which Instructor teaches Radical Classes and approved events and obtain all appropriate government approvals pertaining to marketing,

advertising, or providing Instructor's services, including any requirements for the instruction of children.

- 5.4. Promotional materials. Instructor may use the Radical Marks on flyers, posters, emails, and other printed or online materials whose sole purpose is to promote Instructor's Radical Classes and approved events. Such materials must include the "used under license" language.
- 5.5. Email addresses. Instructor may use "Radical Rebounding" as part of Instructor's email address so long as Instructor uses such address solely for the promotion of Instructor's Radical Classes and approved, related Radical activities.
- 5.6. Domain Names. Upon receiving written preapproval from Radical, Instructor may use "Radical Rebounding" as part of Instructor's domain name for a website promoting only Instructor's Radical Classes and approved events. Under a domain name containing the Radical Mark, Instructor must not sell, offer for sale, advertise or promote any services or goods except Instructor's Radical Classes, approved events and related, authorized Radical goods and activities.
- 5.7. Internet Uses. Instructor may use the Radical Marks on the internet, including blogs and social media sites, only where Instructor uses the Radical Marks to promote Instructor's Radical Classes and approved events in accordance with this Agreement and under the following guidelines:
 - (a) Trademark Notice. Instructor must include the "used under license" language on the home page of Instructor's website, which must reference all Radical Marks used on the site.
 - (b) Link to RadicalRebounding.com. Instructor must include a prominent hyperlink on the home page to RadicalRebounding.com.
 - (c) Ownership. Instructor must identify his/herself as the owner of Instructor's Site by indicating his/her legal name on the home page. In addition, Instructor must post the following statement on his/her homepage: "This site is owned and operated by [insert name], a licensed Radical Rebounding™ instructor."
 - (d) Adwords/Keywords. Instructor must not use any Radical Marks as AdWords, paid search, keywords or otherwise for search engine optimization, or for creating "sponsored links".
- 5.8. Sale of Radical Products. Instructor may use the Radical Marks in connection with the resale of genuine Radical products purchased from Radical or an authorized distributor, so long as such sales are subordinate to Instructor's Radical Classes or approved events.
6. Restricted Use of the Radical Marks & Radical IP. Radical may use, or license others to use, the Radical IP in connection with various goods and services. Instructor must not use the Radical IP for purposes of promoting any workshop, training, instruction, choreography session, or other activity except Instructor's own Radical Classes or approved events. Instructor must not use any Radical IP to identify a gym, workout facility, business or trade name, or any other facility, program or product, except as authorized herein, without Radical's prior approval. Radical reserves the right to remove any content posted on the internet or used by Instructor that violates Radical's rights in the Radical IP.
 - 6.1. Never Modify the Marks. Instructor must use the Radical Marks in accordance with the terms of this Agreement and refrain from modifying the Radical Marks in any manner.
 - 6.2. Never Use the Marks in Business or Trade Names. Instructor must not use the Radical Marks in

the name of a business or trade name including, for example, "Radical Rebounding Club" or "Radical Rebounding Studio."

- 6.3. Merchandise. Other than genuine Radical products, Instructor must not manufacture, create, offer for sale, sell, or distribute any merchandise, including apparel, accessories, content, or promotional items, bearing the Radical IP or any names, designs, or logos similar to the Radical Marks.
- 6.4. Videos/Recording. Instructor must not film, record, live-stream, create DVDs of, or reproduce in any manner Radical Classes.
- 6.5. Program Names. Instructor may only use the program names for which Instructor is licensed to teach. Instructor must not alter the Radical program names or create his/her own program names.
7. Termination. Radical may immediately terminate this Agreement and Instructor's Radical membership at any time, with or without cause, by giving Instructor written notice. Upon termination without cause, any Fee paid but not used will be returned to the Instructor.
 - 7.1. For Cause. Radical has the right to terminate this Agreement upon written notice in the event Instructor breaches this Agreement or as a result of any action or conduct by Instructor that Radical deems detrimental to the Radical IP, the Radical brand, or the goodwill associated therewith. Radical may, in its discretion, provide Instructor with an opportunity to cure any breach prior to termination. Upon termination for cause, any Fee paid but not used will not be returned to Instructor.
 - 7.2. Effect of Termination. Upon termination, Instructor must immediately (i) discontinue use of the Radical IP, including in any websites or email addresses used by Instructor; (ii) comply with this Agreement concerning Radical materials; and (iii) transfer all domain names incorporating the Radical Marks to Radical. All rights in the Radical IP and the goodwill associated therewith remain the exclusive property of Radical.
 - 7.3. Cancellation by Instructor. Instructor may cancel this Agreement at any time, subject to the terms and conditions set forth by Radical.
8. Third-Party Infringement. Instructor must promptly notify Radical of any unauthorized use of the Radical IP by a third party for which Instructor becomes aware. Radical has the sole right and discretion to take action, including bringing action involving the Radical IP and retaining the proceeds of any settlement or recovery in such action. Instructor agrees to cooperate with Radical in enforcing and protecting the Radical IP.
9. Modifications to Agreement. Instructor acknowledges that he/she has read and understands this Agreement in its entirety and that this Agreement may be modified at Radical's discretion. Such changes may be effected by Radical posting of a change notice or new agreement on RadicalRebounding.com. Such modified terms are deemed incorporated herein and made part hereof. Radical will make commercially reasonable efforts to notify Instructor of all modifications prior to implementation. The enforceability of such changes is not contingent upon actual notification, provided that Radical has posted the changes on RadicalRebounding.com. In the event Instructor does not agree to abide by the terms of the Agreement, as modified, Instructor's sole remedy is to terminate this Agreement. Instructor must monitor RadicalRebounding.com for changes to this Agreement.
10. 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 Radical be deemed to be acting in a fiduciary

capacity with respect to Instructor. Instructor has no authority to make or accept any offers or representations on behalf of Radical or to act for or bind Radical in any manner. Instructor 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.

11. Disclaimer and Limitation of Liability. Radical makes no representations or warranties, express or implied, with respect to the Services, Radical Materials, or any Radical-related products, including warranties of fitness, merchantability, or non-infringement. Under no circumstances, or legal or equitable theory, whether in tort, contract, strict liability or otherwise, will Radical or its affiliates, owners, employees, directors, officers, agents, vendors, and suppliers (together "Radical Related Parties") be liable to Instructor 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, or computer failure or malfunction, even if an authorized representative of Radical has been advised of or should have known of the possibility of such damages. Radical makes no representation that the operation of Radical's website(s) will be uninterrupted or error-free. Radical is not liable for the consequences of any interruptions or errors, although Radical will make commercially reasonable efforts to correct errors or interruptions. In no event will Radical be liable for any damages in excess of the Fees paid by Instructor during the three-month period preceding the date on which a claim arises.
12. Indemnification. Instructor agrees to indemnify, defend, and hold harmless Radical and the Radical Related Parties from any and all losses, liabilities, damages, and expenses (including attorneys' fees and costs) as a result of any claims, demands, actions, or other proceedings made or instituted by a third party which arises out of any (i) criminal and/or negligent acts of Instructor; (ii) breach by Instructor of this Agreement; or (iii) other act or omission of Instructor.
13. Nature of Services. Radical classes or events may not be safe or appropriate for everyone. Any information Radical may provide to Instructor through a Radical training, in Radical Materials, or on Radical's website(s) regarding health and fitness is intended solely as educational aids and are not substitutes for medical advice. Instructor is encouraged to seek medical advice before providing the Services, or if Instructor experiences any medical condition affecting Instructor's ability to provide the Services. Instructor agrees to comply with all applicable laws, regulations, and ordinances governing the instruction of children in the country, state, and locality where Instructor teaches. Radical and the Radical Related Parties assume no responsibility for any consequence relating directly or indirectly from any action or inaction of Instructor based on the information, services, or other material provided by Radical. Radical and the Radical 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. Instructor releases from liability, and holds harmless Radical and the Radical Related Parties for any accident, injury, illness, death, loss, damage to person or property, or other consequences suffered by any person arising or resulting from Instructor's provision of the Services. If Instructor is injured providing the Services, Instructor assumes any financial obligations for any medical costs Instructor may incur. Radical assumes no responsibility for any medical expenses, injury, or damages suffered by Instructor, or Instructor's clients, in connection with the provision of the Services.
14. 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, or by courier or email.

To Radical:

Rachel Lawrence
Radical Rebounding LLC
346 Navahopi Dr.
Sedona, AZ 86336
info@radicalrebounding.com

To Instructor:

NAME
ADDRESS 1
ADDRESS 2
EMAIL

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

16. General Terms.

- 16.1. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Arizona without regard to principles of conflict of laws that would cause the laws of any other jurisdiction to apply.
- 16.2. Mediation and Arbitration. Any controversy, claim, or dispute between the parties arising out of or relating to this Agreement, including controversies, claims, or disputes involving the validity or infringement of any intellectual property rights, shall be resolved through the following mediation/arbitration approach. The parties agree to select a mutually agreeable, neutral third party to help them mediate any dispute that arises under the terms of this Agreement. Costs and fees associated with the mediation shall be shared equally by the parties. If the mediation is unsuccessful, the parties agree that the dispute shall be decided by a single arbitrator by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association in Phoenix, Arizona. The decision of the arbitrator shall be final and binding on the parties and may be entered and enforced in any court of competent jurisdiction by either party. In the event of any claim or dispute arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, as determined by the arbitrator(s), its reasonable attorneys' fees and court costs, at all levels, including without limitation, in arbitration, on appeal and in bankruptcy and post-judgment proceedings.
- 16.3. Jurisdiction and Venue. The parties: (i) agree any suit or other legal proceeding arising out of or relating to this Agreement must be brought only in the state or federal courts, as applicable, located in Yavapai County, Arizona; (ii) consent to the jurisdiction of each such court in any such suit or proceeding; and (iii) waive any objection regarding venue or *forum non conveniens*.
- 16.4. Attorneys' Fees and Costs. The prevailing party in any dispute between the parties litigated through final judgment shall be entitled to reimbursement by the other party for all attorneys' fees and costs, including court costs, costs of expert witnesses, and other litigation-related fees and costs.
- 16.5. No Oral Modification. No modification, extension, or waiver of or under this Agreement shall be valid unless made in writing and signed by both parties. No written waiver shall constitute, or be construed as, a waiver of any other obligation or condition of this Agreement.
- 16.6. Severability. In the event a court of competent jurisdiction determines any provision of this Agreement is invalid, illegal, or unenforceable, such determination will not affect the validity, legality, or enforceability of the remaining provisions of the Agreement, and the remaining provisions will continue to be valid and enforceable.
- 16.7. Entire Agreement. This Agreement constitutes and contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior written and oral negotiations, correspondence, agreements, understandings, duties or obligations between the parties respecting the subject matter hereof.
- 16.8. Counterparts. This Agreement may be executed in counterparts via email or similar electronic means, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

RADICAL

RADICAL REBOUNding, LLC

By:

Name:

Title:

Rachel Lawrence

Owner

INSTRUCTOR

NAME

By:

Name:

Name

Exhibit A

Radical Logo(s):

