

*Last Updated: 1/16/2021*

## **INTELLECTUAL PROPERTY LICENSE AGREEMENT**

This Intellectual Property License Agreement ("Agreement") constitutes a legally binding agreement by and between REVITALIZE HEALTH LLC, a Texas limited liability company, ("Licensor") and the purchaser of the Revitalize Health Virtual Curriculum licensee ("Licensee"). Licensee agrees that use of the Intellectual Property by any of the agents, representatives, staff, employees, contractors, owners, co-owners, or authorized parties of the purchaser of the Revitalize Health Custom Branded Virtual Curriculum constitutes agreement with the terms of this Agreement by the Licensee. Jointly the Licensor and Licensee are known as the Parties ("Parties").

By accessing the Revitalize Health Virtual Curriculum on any subdomain or domain owned or operated by Licensor, including but not limited to any subdomain or domain at "wellnesscurriculum.com" or "revitalizehealth.com," the Licensee agrees that they have read, understood, and agree to be bound by all of the terms in this Agreement. If they do not agree with all of this Agreement, then Licensee is expressly prohibited from using the Intellectual Property and must discontinue use immediately.

Licensor reserves the right, in their sole discretion, to make changes or modifications to this Agreement at any time and for any reason. Licensor will alert Licensee about any changes by updating the "Last Updated" date of this Agreement, and Licensee waives any right to receive specific notice of each such change. It is the responsibility of the Licensee to periodically review this Agreement to stay informed of updates. Licensee will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Agreement by their continued use of the Intellectual Property after the date such revised Agreement is posted.

Licensor has developed and licenses, on a per-user basis, its Intellectual Property, marketed under the name "Revitalize Health Virtual Curriculum," which consists of an online course portal containing educational materials developed by Licensor on the subjects of health and wellness. Additionally, the Intellectual Property also consists of a proprietary content delivery system, including videos, emails, documents, timings, coaching checklists, outlines, reports, questionnaires, FAQs, and other information provided by Licensor. The course portal presents a structured educational program through which users progress over time.

The Parties agree that the provision of the Intellectual Property by the Licensor to Licensee's clients is not a treatment or offer of treatment for any mental or physical disease or disorder or any physical deformity or injury or an attempt to cure any of these conditions. Therefore, the Parties agree that Licensor's provision of the Intellectual Property does not constitute the practice of medicine. The Parties further agree that Licensor is providing the Intellectual Property to Licensee's clients under Licensee's supervision and at Licensee's direction.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Licensors and Licensee agree as follows:

1. **License.** Licensors hereby grants to Licensee a non-exclusive, limited license to use the Intellectual Property on a per-user basis in the United States of America as set forth in this Agreement. Licensee agrees not to use, distribute, repurpose or modify Intellectual Property in any way outside of the per-user license set forth in this Agreement. These restrictions shall include, but are not limited to, any staff, professional, or agent of the Licensee. Licensee also agrees not to provide materials similar to or that would compete with Licensors's materials under this Agreement for a period of five years after the date of Licensee's last use of this material.

2. **Customization.** Licensee may request Licensors to customize the Intellectual Property to show the name of Licensee and pictures, logos, and/or videos of Licensee and Licensee's staff on the Intellectual Property.

3. **Fee.** In consideration for the grant of the per-user license and the set-up, customization, and use of the Intellectual Property, subject to the restrictions herein, Licensee agrees to pay Licensors the sums set forth in the attached **Schedule A**. Following the initial setup and customization, Licensee agrees to pay Licensors the per-user fee established **Schedule B**. Licensors reserves the right to modify the per-user fees. Licensors further agrees to notify in writing 30 days prior to change if such fees are modified. Licensee understands and agrees that Licensee is responsible for paying fees to the Licensors, according to the terms in this agreement, even if those fees differ from the current fees listed in Schedule B.

#### 4. **Payment.**

(a) Set up and customization fees shall be paid to Licensors in full prior to entering information for the Licensee's first client into the client portal, unless otherwise agreed in writing. Customization fees will be charged if customization is ordered by the Licensee. The customization charge will be based on the degree of customization ordered by the Licensee, as set forth in Schedule A.

(b) Licensee shall pay Licensors the per-user license fee for each of the Licensee's clients, according to the length of time designated in Schedule B, at the time of entry of the new client in the new client portal. Additional fees shall also include any amounts due for selection of optional services including coaching, supplements, or the "all services" option.

5. **Maintenance and updates.** In consideration for the maintenance of and updates to Licensee's customized course portal and Intellectual Property as listed above, Licensee agrees to pay Licensors the sum of **\$149 per month** ("Maintenance Fee"). Licensors agrees to waive said maintenance fee upon the entry of any paid per-user license fee equal to or greater than the current maintenance fee in each calendar month. Maintenance fees are waived for the first three months of Intellectual Property use after release of course portal by Licensors. Licensors reserves the right to

modify the maintenance fee. Licensor further agrees to notify in writing 30 days prior to change if such fee is modified. Licensee understands and agrees that Licensee is responsible for paying fees to the Licensor, according to the terms in this agreement, even if those fees differ from the current fees listed.

6. **Term.** This Agreement is valid starting at midnight on the Effective Date. Either party may terminate this Agreement upon 30 days' written notice. The Agreement remains effective until terminated. If no new clients are entered into the client portal for a period of six months, the Licensor may terminate this Agreement and all associated licenses at will. The five-year term described in the non-competition agreement contained in Section 1, begins to run upon expiration of the term of this Agreement.

#### 7. **Warranty of Title.**

(a) Licensor hereby represents and warrants to Licensee that Licensor is the owner of the Intellectual Property or otherwise has the right to grant to Licensee the rights set forth in this Agreement. In the event any breach of the foregoing representation and warranty, Licensee's sole remedy shall be to require Licensor to do one of the following: i) procure, at Licensor's expense, the right to use the Intellectual Property, ii) replace the Intellectual Property or any part thereof that is in breach and replace it with Intellectual Property of comparable functionality that does not cause any breach, or iii) refund to Licensee the full amount of the setup and customization fees and then disable the Licensee's connection to the Intellectual Property.

(b) Licensee hereby represents and warrants to Licensor that Licensee is the owner of all materials, pictures, videos, logos, trade names, and other intellectual property and materials added to the Intellectual Property in the customization for Licensee ("Licensee's Added Material"), and that use of Licensee's Added Material on the Intellectual Property violates no law and interferes with no third party's rights. In the event of any breach or threatened breach of the foregoing representation and warranty, Licensor shall immediately remove the Licensee's Added Material from the Intellectual Property. Licensee's per-user licenses to use the Intellectual Property shall continue, though the licenses will be for a non-customized version of the Intellectual Property.

8. **Warranty of Functionality.** Licensor shall keep the Intellectual Property in operative condition. Other than this, Licensor provides the Intellectual Property to Licensee "as is" with no direct or implied warranty.

9. **Support.** Licensor agrees to provide limited support for issues and questions raised by the Licensee that are related to technical issues or those issues specifically related to use of the client and/or course portals.

#### 10. **Warranty Disclaimer.**

LICENSOR'S WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

**11. Limitation of Liability.**

Licensor shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether Licensor was advised of the possibility of such losses in advance. In no event shall Licensor's liability hereunder exceed the amount of license fees paid by Licensee, regardless of whether Licensee's claim is based on contract, tort, strict liability, product liability, or otherwise.

**12. Modifications.** Licensee may not modify the Intellectual Property in any way. All customization of the Intellectual Property for Licensee shall be performed by Licensor. If Licensor shall make improvements to the Intellectual Property during the term of this Agreement, said improvements shall be incorporated into this Intellectual Property Agreement.

**13. Transfer of Rights.** Licensee may not transfer, assign, or sub-license this Agreement without the written consent of Licensor, which may be withheld at Licensor's sole discretion.

**14. Notice.** Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to Licensor:

Revitalize Health LLC

15720 Kuykendahl Ct., Conroe, TX 77384

If to Licensee:

To the Licensee's business address provided to the Licensor.

**15. Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

**16. Arbitration.** In the event of a dispute between Licensor and Licensee of any matter whatsoever regarding this contract or any other related claim, the Parties agree to submit the dispute to binding arbitration conducted by the National Center for Life and Liberty, Inc. The prevailing party in an arbitration may seek to have the arbitrator's award entered as a judgment by the District Court of Montgomery County, Texas.

17. **Final Agreement.** This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement constitutes the entire agreement of the Parties.

18. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

19. **Headings.** Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

20. **Data Privacy.** Licensor agrees to protect private user data (if any) as a business associate of the Licensee. This includes maintaining confidentiality of any data and destroying any data, as requested by the user and/or the Licensee, provided under this Agreement.

21. **Refund Policy.** Refunds for clients for whom a per-user fee has been paid to Licensor by the Licensee will be governed according to the following rules and limitations:

(a). Curriculum, tracking & compliance refunds are processed as follows: there is a \$49 non-refundable portion of the curriculum upon initial access by the program member. After that, the refund will be calculated based on the total remaining curriculum fee less \$15 per module accessed.

(b). Coaching refunds are processed as follows: there is a \$35 non-refundable portion of the coaching service after the welcome call is placed, regardless of whether the client was able to be reached during the placement of the call. After that, the refund will be calculated based on the total remaining coaching fee less \$25 per week of time elapsed since original start date.

(c). Supplements and/or fees related to supplements are non-refundable upon shipment. Unused supplement stock can be applied toward future programs.

(d). No refunds will be given for clients for whom a per-user fee has been paid to Licensor by Licensee after a period of 90 days from the end of the client's program. The end of the client's program is defined as a period of a) 30 Days for a 30 Day Program, b) 60 Days for a 60 Day Program, c) 90 Days for a 3 Month Program, d) 120 Days for a 4 Month Program, or e) 180 Days for a 6 Month Program from the client's original start date as entered on purchase by the Licensee and/or any of their agents, staff, representatives, coaches, contractors, or employees, or by the Licensor or any of their agents, staff, representatives, coaches, contractors, or employees, at the request of the Licensee.

## **SCHEDULE A**

### **LITE - \$1997**

Online education classes  
Branded Automated emails  
Unique subdomain for classes  
Title slide for videos

### **STANDARD - \$3,497**

Online education classes  
Branded Automated emails  
Unique subdomain for classes  
Logo slide added for videos

### **PROFESSIONAL- \$5,997**

Online education classes  
Customizable Branded Automated emails  
Unique subdomain for classes  
Animated logo slide added for videos  
Customized videos produced by provider  
Customized detox supplement protocols by provider

### **OPTIONAL SERVICES FOR ALL PROGRAMS:**

- Supplements ordered through your account by Revitalize Health (per schedule B)
- Coaching services provided by Revitalize Health (per schedule B)
- Additional customizations, at a rate to be determined by the scope of the customizations and timeframe required for completion

**SCHEDULE B**

**REVITALIZE HEALTH PER-USER FEES\***

<b>Program</b>	<b>Curriculum, (Includes Tracking &amp; Compliance)</b>
30 Day	\$99
60 Day	\$149
3 Month	\$179
4 Month	\$229
6 Month	\$229

<b>Curriculum + Coaching</b>	<b>Curriculum + Supplements**</b>	<b>Curriculum + Coaching + Supplements**</b>
\$224	\$150	\$473
\$399	\$238	\$488
\$504	\$284	\$609
\$679	\$349	\$799
\$804	\$378	\$953

\*Subject to Paragraph 3 above.

\*\* Supplements are for providers using the Revitalize Health protocol only, and are ordered through provider's Xymogen account and paid using provider's credit card on file in provider's Xymogen account. Revitalize Health ensures that the correct Gut Repair and Detox program protocol supplements are ordered and sent to the practice member and that any issues related to shipping errors or incomplete supplement orders by Xymogen during fulfillment are resolved.