

BREATHE FUNCTION THRIVE

LICENSED MATERIALS AGREEMENT

This Licensed Materials Agreement (“Agreement”) is between Breathe Function Thrive PLLC (the “Company” or “BFT”) and the individual (“You” or “Participant”) registering for or participating in one or more BFT courses, programs, trainings, mentorships, communities, group meetings, or other educational activities (collectively, the “Program”). The Program may include, but is not limited to, Breathing Nose to Toes™, Baby Jaws™, The CMORE Method – Powered by Mouth Magic™, Whole Body Balance™, CapnoCoach™, Cranial Nasal Optimization Techniques (CNOT™), and other courses, programs, or educational activities offered by BFT.

This Agreement applies only to BFT handouts, worksheets, guides, templates, tools, exercises, patient/client resources, or other materials that the Company specifically identifies as authorized for limited use with an individual patient or client treated or served directly by You (each an “Individual” and collectively, the “Individuals”) (the “Licensed Materials”). Licensed Materials may be identified in Exhibit A, within the applicable Program, on a download page, in an email or other written communication from the Company, or by a notice included with the material.

This Agreement supplements and incorporates the Breathe Function Thrive Participant Agreement applicable to the Program (the “Participant Agreement”), the Company Privacy Policy located at <https://breathefunctionthrive.com/privacy/>, and any applicable Program-specific written terms. Unless the Company specifically identifies material as Licensed Materials, no right to reproduce, distribute, teach, train from, modify, or otherwise share Program presentations, slides, videos, manuals, instructor materials, demonstrations, methods, teaching content, or other Program content is granted under this Agreement.

1. GRANT OF LICENSE

1.1 License Grant. Subject to the terms and conditions of this Agreement, the Company grants You a limited, non-exclusive, non-transferable, revocable license to use, reproduce, and distribute the Licensed Materials only to Individuals receiving services directly from You and only for the therapeutic, educational, or supportive purpose for which the applicable Licensed Material was provided. This license does not authorize sale or resale of the Licensed Materials or use of the Licensed Materials to teach, train, mentor, certify, or provide educational programming to other professionals or third parties.

1.2 Scope of Use. The following conditions apply to all Licensed Materials:

- 1.2.1.** You will use the Licensed Materials only as appropriate to the applicable Program and, where applicable, within Your professional scope of practice, credentials, licensure requirements, professional judgment, and applicable law. The Licensed Materials will only be used in connection with the treatment of Your individual patients.
- 1.2.2.** You will use and distribute the Licensed Materials in their entirety, including all copyright, trademark, attribution, explanatory, and “How You Can Use This Handout” pages or notices included by the Company, unless the Company expressly authorizes otherwise in writing.
- 1.2.3.** You shall not modify, re-create, adapt, sell, resell, sublicense, publish, post, upload, share, teach, train, mentor, co-treat for instructional purposes, use in shadowing, or otherwise transfer or distribute the Licensed Materials to any person or entity except as expressly permitted by this Agreement or with the Company’s prior written consent.
- 1.2.4.** You shall not post or make the Licensed Materials available on a public or shared website, social media account or group, learning-management system, shared drive, file-sharing service, community, membership platform, or other location where they may be accessed by persons other than the Individual for whom the material is being used, unless expressly authorized in writing by the Company.
- 1.2.5.** The Company may update, replace, or discontinue Licensed Materials from time to time in its sole discretion. The Company may, but is not obligated to, provide You with updated versions. If an updated version is provided, You agree to use the most recent version and discontinue distribution of prior versions unless the Company instructs otherwise.
- 1.2.6.** A certificate, Trained badge, digital credential, listing, or other designation issued by BFT does not expand the license granted by this Agreement or authorize You to teach, train, license, sublicense, or redistribute Program content or Licensed Materials beyond the permissions expressly stated herein.

2. TERM AND TERMINATION

2.1 Term. This Agreement begins when You first accept this Agreement or receive access to Licensed Materials under a Program, whichever occurs first, and continues indefinitely unless terminated in accordance with this Agreement.

2.2 Termination for Cause. Either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and, where the breach is capable of cure, does not cure the breach within fourteen (14) days after receiving written notice.

2.3 Immediate Termination. Notwithstanding Section 2.2, the Company may terminate this Agreement immediately upon written notice if You sell, sublicense, publicly post, distribute, teach or train from, or otherwise make the Licensed Materials available in a manner not authorized by this Agreement, or if Your conduct materially infringes or threatens the Company's intellectual property rights.

2.4 Effect of Termination. Upon termination of this Agreement, You shall immediately cease all use, reproduction, and distribution of the Licensed Materials and shall delete, return, or destroy all copies within Your possession or control, except to the extent retention is required by applicable law or professional recordkeeping requirements. Any required retained copy may not be further used or distributed except as legally required.

2.5 No Renewal Required. This Agreement does not require renewal and remains in effect unless terminated pursuant to this Section 2.

3. OWNERSHIP AND INTELLECTUAL PROPERTY

3.1 Ownership. The Company retains all right, title, and interest in and to the Licensed Materials and all associated copyrights and other intellectual property rights, including applicable registered and unregistered trademarks, service marks, trade names, logos, designs, and other brand identifiers. No ownership interest is transferred to You.

3.2 No Implied Licenses. Except for the limited license expressly granted in Section 1, nothing in this Agreement grants, whether expressly, by implication, estoppel, or otherwise, any license or other right in or to the Licensed Materials, Program content, Company Marks, or other Company intellectual property.

4. CONFIDENTIALITY AND PROTECTION OF MATERIALS

You acknowledge that the Licensed Materials are proprietary Company materials. You shall protect them from unauthorized access, copying, disclosure, reproduction, re-creation, or distribution and shall use them only as expressly permitted under this Agreement. Providing a Licensed Material to an Individual as authorized by Section 1 does not violate this Section. Your confidentiality obligations under the Participant Agreement also remain in effect.

5. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

5.1 No Warranty. The Licensed Materials are provided "as is" without warranties, express or implied, including any implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement, to the extent such disclaimers are permitted by applicable law. The Company does not warrant that use of the Licensed Materials will produce any particular clinical, therapeutic, educational, professional, business, or other outcome.

5.2 Participant Responsibility. You are responsible for determining whether and how a Licensed Material is appropriate for a particular Individual, including any modifications to Your own services, instructions, or recommendations that the Individual's circumstances may require. Where applicable, You remain solely responsible for Your professional assessment, judgment, scope of practice, licensure obligations, and compliance with applicable law. This Agreement does not authorize modification of the Licensed Material itself unless the Company provides written permission.

5.3 Limitation of Liability. To the fullest extent permitted by applicable law, the Company shall not be liable for indirect, incidental, special, consequential, exemplary, cover, or punitive damages arising out of or relating to the Licensed Materials or their use. The liability limitations and other protections stated in the Participant Agreement also apply to this Agreement and the Licensed Materials.

6. MISCELLANEOUS

6.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflicts-of-law principles. The dispute and jurisdiction provisions of the Participant Agreement apply to this Agreement.

6.2 Relationship to Participant Agreement. This Agreement supplements the Participant Agreement and is intended to be read together with it. If there is a direct conflict between this Agreement and the Participant Agreement concerning the scope, reproduction, distribution, protection, or permitted use of Licensed Materials,

this Agreement controls with respect to the Licensed Materials. The Participant Agreement controls with respect to all other matters unless applicable Program-specific written terms expressly provide otherwise.

6.3 Program-Specific Licensed Materials. Different Programs may provide different Licensed Materials, and some Programs may provide no Licensed Materials at all. The Company may add, replace, remove, or identify Licensed Materials for a Program through Exhibit A, the Program portal, a download page, email, written Program materials, or another written notice. Only materials specifically designated by the Company as Licensed Materials are covered by the license in Section 1.

6.4 Entire Agreement. With respect to the subject matter of this Agreement, this Agreement, the Participant Agreement, applicable Program-specific written terms, the Company Privacy Policy, and documents expressly incorporated by any of them constitute the parties' entire agreement and supersede prior or contemporaneous oral or written understandings relating to the licensing and permitted use of the Licensed Materials.

6.5 Binding Effect. The obligations, duties, covenants, and restrictions in this Agreement are binding upon and enforceable against each party and, to the extent applicable, its agents, employees, contractors, representatives, and affiliates. You are responsible for ensuring that any person acting on Your behalf who is permitted access to Licensed Materials complies with the relevant terms of this Agreement. Unauthorized use or disclosure by such a person may be treated as a breach by You.

6.6 Notices. Notices to the Company under this Agreement must be in writing and sent to Connect@BreatheFunctionThrive.com. The Company may provide notice to You using the email or physical address You provided during application, registration, enrollment, purchase, or participation in a Program.

ACCEPTANCE

The parties have entered into this Breathe Function Thrive Licensed Materials Agreement by the Participant's electronic or written acknowledgment and acceptance during the application, registration, enrollment, purchase, or other Program acceptance process, or before receiving access to Licensed Materials.

EXHIBIT A: LICENSED MATERIALS

For each applicable Program, "Licensed Materials" consist only of those BFT materials that the Company specifically identifies as authorized for limited use with Individual patients or clients. Such materials may be delivered by electronic download, email, a Program portal, printed materials, or another method selected by the Company. The Company may identify Licensed Materials by title, label, copyright or licensing notice, download location, accompanying instructions, or other written communication. Materials not specifically designated as Licensed Materials remain subject to the Participant Agreement and are not licensed for reproduction or distribution under this Agreement.

Examples of materials that may be designated as Licensed Materials include certain patient/client handouts, worksheets, home-program guides, tracking tools, or other resources associated with BFT Programs such as Breathing Nose to Toes™, Baby Jaws™, The CMORE Method – Powered by Mouth Magic™, Whole Body Balance™, CapnoCoach™, CNOT™, or other BFT Programs. Inclusion of a Program name in this Exhibit does not mean that every material within that Program is a Licensed Material.