



YogaHeart
 Licensing Management
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Commercial Licensing Fees and Agreement

Rev 9-8-13

Yoga for the Young at Heart™ (“Licensor”) offers the following simplified Licensing Agreement (“Agreement”) to authorize the use of Sitting Fit Anytime™ (“Content”) for commercial use. This Agreement is intended to provide business and organizational leaders (“Licensee”) with the legal use of our product(s) as a standalone wellness/exercise program, or to incorporate our exercise segments into their own proprietary wellness programs.

This Agreement authorizes the use of Licensor’s copyrighted yoga exercise Content in any format best suited to the Licensee’s distribution requirements. Licensee may distribute content through the use of conventional disc or tape players, or, at its own expense, convert content to digital format best suited for electronic delivery to licensed users by way of closed circuit television, intranet or secured internet. The only expressed restrictions to this Agreement are as follows:

1. No Content changes may be made to the exercise portions of the videos. Licensee may, however, customize their own intros and outros, or otherwise incorporate the Content as a component to their own health/wellness or exercise program.
2. Licensee’s liability advisory must remain stated at the beginning of each exercise or exercise series, or otherwise accounted for within the Licensee’s overall wellness program.
3. Content may be utilized only by Licensee’s direct users as contracted by this Agreement. Content may not be placed on an unsecured server or other distribution system intended for public access.
4. Content may not be sold, sub-licensed or otherwise re-distributed, in whole or in part, other than as specified herein.
5. The duration of use of the Content is limited by the licensing fee option selected below.

Subject to the above, the Licensee will be provided with the Content in DVD format, to be used according to the terms of this Agreement.

Licensing Fee Options: (Select the program best suited to your organization)

(NOTE: All prices in U.S. dollars)

User Licensing*

- Annual license
- Minimum license fee \$135

- | | |
|--|---|
| <input type="checkbox"/> 01 – 99 users | \$135 (as low as \$1.36 per user, per year) |
| <input type="checkbox"/> 100 – 249 users | \$295 (as low as \$1.19 per user, per year) |
| <input type="checkbox"/> 250 – 499 users | \$525 (as low as \$1.05 per user, per year) |
| <input type="checkbox"/> 500 – 999 users | \$940 (as low as \$.94 per user, per year) |
| <input type="checkbox"/> 1000+ users | Call for preferred pricing |

Venue Licensing**

- 3-year license
- Unlimited users

- | | |
|---------------------------------------|----------------------------|
| <input type="checkbox"/> 1 venue | \$2,500 |
| <input type="checkbox"/> 2 – 4 venues | \$2,200 per venue |
| <input type="checkbox"/> 5 – 9 venues | \$1,800 per venue |
| <input type="checkbox"/> 10+ venues | Call for preferred pricing |



*Total number of unique persons/employees who will have access to content **Total number of separate locations at which content will be made available on a continuing basis.

Product No: 77021 **Title:** Sitting Fit Anytime

Payment: Purchase order attached

Payment by: Visa MC AMEX Check Purchase Order*

Card. No. _____ Exp. _____ CSC _____

Cardholder Name _____

Purchase order attached P.O. No. _____

TOTAL LICENSING FEE: \$ _____

The authorized signature below indicates understanding and acceptance of the above terms of this licensing agreement.

Authorized signature: **X** _____

Date of purchase: _____

*Subject to credit approval

Licensee _____

Billing Address _____

City _____ State/Province _____ Zip/Code _____

Name of Authorized Buyer _____

Title _____

Telephone _____ Fax _____

Email _____