

CANNYNURSE Licensing Agreement

Section 1.0 Introduction

1. This Agreement is between Ariana Ayu (“CANNYNURSE”), and (“Agreement Partner”).
2. This Agreement provides Agreement Partner with rights, benefits, and obligations as a CANNYNURSE Partner for the use of the materials identified on Schedule 1 attached hereto and made a part hereof (the “Licensed Materials”), as such Schedule may be amended from time to time.
3. This Agreement provide additional benefits if such benefits are identified in Schedule 2, attached hereto.

Section 2.0 Definitions

1. “Commercial-Use” means the non-exclusive, non-transferable right and license to use the Licensed Materials identified in Schedule 1 for individual and/or group health and wellness nursing/ coaching/ consulting, including educational marketing (in-person or virtual talks/ lectures/ presentations) but NOT including products or teaching courses for Continuing Education Units (CEUs) under the CANNYNURSE brand to third parties, subject to any geographic restrictions identified in this Agreement. A Commercial-Use license includes the right to copy or have copied and distribute the Licensed Materials in the manner permitted under the terms of this Agreement to customers of Agreement Partner. Except to the extent expressly permitted under this Agreement, Agreement Partner shall not, nor permit any third party to, modify, redistribute, repackage, encumber, sell, rent, lease, assign, time-share, publish, broadcast, circulate, market, donate, disseminate, retransmit, or commercially-exploit the Licensed Materials provided under a Commercial-Use license.
2. “Intellectual Property” means any and all inventions, discoveries, ideas, improvements, know-how, data, processes, methods, models, patents, patent applications, works of authorship, copyrights trademarks, service marks, trade names, trade secrets, and other intellectual property recognized in any country in the world.

Section 3.0 Entire Agreement

1. Agreement Terms. This Agreement, including all appendices and exhibits contains the entire agreement between the parties and supersedes all previous agreements and understandings, whether oral or written, related to the subject matter of this Agreement. Except as provided in Sections 3.3 and 3.4, this Agreement may not be modified, enlarged or changed in any way hereafter, except by an amendment signed by each of the parties.

2. Agreement to Comply. The Agreement Partner agrees to comply with all of the specifications and procedures set forth in the this agreement, including but not limited to, the specifications and procedures specifically relating to the use of the Licensed Materials.
3. License Specifications. Agreement Partner understands and agrees that: a) CANNYNURSE may update or revise the Licensed Materials; b) such changes will become part of this Agreement as of the stated date of effect of the change; and, c) such changes are binding on Agreement Partner.
4. Fees. The parties agree that the current CANNYNURSE Partner Fees for the Licensed Materials are identified on Schedule 1 attached hereto, the terms of which are incorporated into this Agreement by reference. Agreement Partner understands and agrees that: a) CANNYNURSE may update or revise Schedule 1 from time to time; b) such changes will become part of this Agreement as of the stated date of effect of the change; and, c) such changes are binding upon Agreement Partner; however, CANNYNURSE agrees to send notice of any such changes to Agreement Partner at least ninety (90) days prior to the effective date of any such changes. The exception to this is changes to the annual agreement, which will be presented to Agreement Partner at time of renewal. All CANNYNURSE Partner Fees are non-refundable. Payments shall be made in accordance with Section 4, below.

Section 4.0 Financial Obligations

1. Payments. In consideration for the licenses provided to Agreement Partner under this Agreement, Agreement Partner shall provide the payments identified on Schedule 1. CANNYNURSE will NOT issue invoices for fees and the initial payment (annual or first monthly installment) will be due immediately upon joining program. Monthly and annual renewal payments will be automatically charged from the payment method used to make the original payment.
2. Late payments. Any and all late payments for an agreed-upon payment plan will be assessed a twenty percent (20%) administrative fee.

Section 5.0 Intellectual Property

1. License Grant. CANNYNURSE grants to Agreement Partner the license or licenses identified in Schedule 1. Agreement Partner understands and agrees that the license or licenses are subject to the terms of this Agreement.
2. Prior Versions of Licensed Materials. If CANNYNURSE updates or revises the Licensed Materials, Agreement Partner agrees to discontinue using the prior versions of the Licensed Materials as prescribed by CANNYNURSE.
3. Derivative Works. Agreement Partner shall not create any derivative works of the Licensed Materials unless Agreement Partner:
 - 3.1. Obtains prior written consent from CANNYNURSE;
 - 3.2. Supplies CANNYNURSE with a written statement describing Agreement Partner's

content and Agreement Partner's and other parties' Intellectual Property included in the derivative work; and

- 3.3. Agrees to provide CANNYNURSE with a copy of any such derivative work.
4. Except to the extent otherwise provided by CANNYNURSE when granting permission to create derivative works, any derivative works authorized will be considered Licensed Materials and may be used by Agreement Partner only in accordance with the terms of this Agreement. Unless otherwise agreed to in writing by CANNYNURSE, CANNYNURSE will own any derivative works of the Licensed Materials created by Agreement Partner.
5. CANNYNURSE Proprietary Markings. Agreement Partner shall maintain any CANNYNURSE proprietary markings on all Licensed Materials or derivative works thereof. No other markings, which would distinguish such materials from the same items provided by CANNYNURSE itself, shall be permitted, except that Agreement Partner may add their own identifying and contact information to the materials.

Section 6.0 Term and Termination

1. Term. This Agreement is effective for one year from the date of purchase (from the first payment if choosing a monthly payment plan) or until terminated as provided in this Section 6.0 ("Term"). If Agreement Partner purchases as a subscription, the program will auto-renew unless terminated.
2. Termination. For any reason, either party may terminate this Agreement by delivering written notice to the other party in accordance with the provisions set forth in Section 11 below at least thirty (30) days prior to termination. If any party terminates this Agreement, it shall not be liable to the other party for any costs resulting from or related to the termination.
3. Rights and Obligations Upon Termination. Except as provided in Sections 8.4 and 8.5, all rights and obligations of the parties terminate upon termination of this Agreement and Agreement Partner agrees to use commercially reasonable efforts to destroy all Licensed Materials in its possession and agrees not to use the Licensed Materials or Marks. Agreement Partner has no obligation to retrieve or destroy any Licensed Materials provided to customers of Agreement Partner prior to the date of termination.
4. Outstanding Fees. The termination of this Agreement shall not terminate the obligation of Agreement Partner to pay any fees which are accrued under this Agreement or which are otherwise to be paid. Agreement Partner understands this is a renewable year-long contract.
5. Surviving Provisions. Upon termination of this Agreement, the provisions of the following Sections shall survive: 4.0 Financial Obligations, 5.6 Derivative Works, 5.8 Data Submission Requirements, 7.5 Preservation of CANNYNURSE Rights, 7.6 No Registration, 8.4 Outstanding Fees, 8.5 Surviving Provisions, 9.0 Limitation of Liability, 10.0 Indemnification, 11.0 Notice and 12.0 Other Provisions.

Section 7.0 Limitation of Liability

1. ANY AND ALL INFORMATION, MATERIALS, SERVICES, INTELLECTUAL PROPERTY AND OTHER PROPERTY AND RIGHTS GRANTED AND/OR PROVIDED BY CANNYNURSE PURSUANT TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO THE LICENSED MATERIALS) ARE GRANTED AND/OR PROVIDED ON AN "AS IS" BASIS. CANNYNURSE MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER, AND ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CANNYNURSE DOES NOT MAKE ANY WARRANTY OF ANY KIND RELATING TO EXCLUSIVITY, INFORMATIONAL CONTENT, ERROR-FREE OPERATION, RESULTS TO BE OBTAINED FROM USE, FREEDOM FROM PATENT, TRADEMARK AND COPYRIGHT INFRINGEMENT AND/OR FREEDOM FROM THEFT OF TRADE SECRETS. AGREEMENT PARTNER IS PROHIBITED FROM MAKING ANY EXPRESS OR IMPLIED WARRANTY TO ANY THIRD PARTY ON BEHALF OF CANNYNURSE RELATING TO ANY MATTER, INCLUDING THE APPLICATION OF OR THE RESULTS TO BE OBTAINED FROM THE INFORMATION, MATERIALS, SERVICES, INTELLECTUAL PROPERTY OR OTHER PROPERTY OR RIGHTS GRANTED AND/OR PROVIDED BY CANNYNURSE PURSUANT TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO THE LICENSED MATERIALS).

CANNYNURSE SHALL NOT BE LIABLE TO AGREEMENT PARTNER OR ANY THIRD PARTY FOR ANY REASON WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING ANY BREACH OF THIS AGREEMENT) FOR LOSS OF PROFITS OR FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF CANNYNURSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES.

2. UNDER NO CIRCUMSTANCES SHALL THE TOTAL AGGREGATE LIABILITY OF CANNYNURSE, UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF PAYMENTS MADE BY AGREEMENT PARTNER TO CANNYNURSE UNDER THIS AGREEMENT.

Section 8.0 Indemnification

- 10.1 Agreement Partner shall defend, indemnify and hold harmless CANNYNURSE and its affiliated entities and their directors, officers, employees, attorneys and agents from and against any and all liability, damage, loss or expense (including reasonable attorney's fees and expenses) incurred by or imposed upon any of CANNYNURSE and/or its affiliated entities and their directors, officers, employees, attorneys and agents in connection with any claim, suit, action or demand arising out

of or relating to any exercise of any right or license granted or provided to Agreement Partner or any of its Permitted Affiliates under this Agreement (including but not limited to the Licensed Materials) under any theory of liability (including without limitation, actions in the form of tort, warranty, or strict liability, or violation of any law, and regardless of whether such action has any factual basis).

Section 9.0 Notice

1. Except as set forth below in Section 11.1.1 or 12.1, all notices permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, nationally recognized overnight courier (such as FedEx), by email, or by certified or registered mail, return receipt requested, and shall be deemed given upon the earlier of receipt or three days after sending. Notices shall be given to the appropriate person or department identified below and shall be written in the English language. Either party may change its notice address and/or contact person by giving the other party written notice of such change in the manner specified above.

Section 10.0 Other Provisions

1. **Assignment.** CANNYNURSE may freely assign this Agreement. Agreement Partner may not assign, voluntarily, by operation of law, or otherwise, this Agreement without the prior written consent of CANNYNURSE. For purposes of this section, a change in the persons or entities who control fifty (50%) percent or more of the equity securities or voting interest of Agreement Partner shall be considered an assignment.
2. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to its conflicts of laws provisions. All claims and/or controversies of every kind and nature arising out of or relating to this Agreement, including any questions concerning its existence, negotiation, validity, meaning, performance, non-performance, breach, continuance or termination shall be settled: (1) at CANNYNURSE's election, by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and, in such case (a) the arbitration proceedings shall be conducted before a panel of three arbitrators, with each party selecting one disinterested arbitrator from a list submitted by the AAA and the two disinterested arbitrators selecting a third arbitrator from the list, (b) each party shall bear its own costs of arbitration, (c) all arbitration hearings shall be conducted in Arlington County, Virginia, United States, and (d) the provisions hereof shall be a complete defense to any suit, action or proceeding instituted in any Federal, state or local court or before any administrative tribunal with respect to any claim or controversy arising out of or relating to this Agreement and which is arbitrable as provided in this Agreement, provided that either party may seek injunctive relief in a court of law or equity to assert, protect or enforce its rights in any intellectual property and/or proprietary information as described in this Agreement; or (2) in the event that CANNYNURSE does not elect binding arbitration as permitted in point (1) above, exclusively in the United States District Court for the Eastern District of Virginia or, if such Court does not have jurisdiction, in any court of general jurisdiction

in Fairfax County, Virginia and each party consents to the exclusive jurisdiction of any such courts and waives any objection which such party may have to the laying of venue in any such courts.

- 3. Agreement Partner Agents. Agreement Partner understands and agrees that to the extent it utilizes its employees, contractors, and/or other agents to perform its obligations and/or exercise its rights under this Agreement, it is responsible for informing them of the applicable terms (which may include, without limitation, license restrictions or student privacy obligations) and that any breach of Agreement terms by its employees, contractors, and/or agents will be considered a breach by Agreement Partner. Notwithstanding the foregoing, for any course or service delivered under this Agreement, only the Agreement Partner or another CANNYNURSE Partner is permitted to enter into a direct contractual relationship with a customer for such course or service and Agreement Partner is prohibited from allowing a contractor, subcontractor and/or other agent to enter into a contract on its behalf with third parties for the delivery of courses or services under this Agreement.
- 4. Delay in Performance. Except with respect to Agreement Partner’s financial obligations (see Section 4.0), neither party shall be liable for delay in performance due to any cause beyond the party’s reasonable control including fire, flood, strike, or other labor difficulty, act of any governmental authority, civil unrest, acts of terrorism, acts or omissions of the other party, riot, or fuel or energy shortage.
- 5. Independent Contractors. In all matters relating to this Agreement, the parties shall act as independent contractors, regardless of the use of the term "partner" in this Agreement or in other CANNYNURSE materials. Neither party will represent that it has any authority to assume or create any obligation or warranty, express or implied, on behalf of the other party, or to represent the other party as agent, employee or in any other capacity.

This Agreement is executed by the duly authorized representatives below upon the signature of the last person. Please note, open enrollment periods are specific to each graduating cohort and expire on the date listed in Schedule 1.

CANNYNURSE

AGREEMENT PARTNER

Signature: _____

Signature: _____

Name: ___ Ariana A. Ayu _____

Name: _____

Title: ___ CEO/ Founder _____

Title: _____

Date: _____

Date: _____

Schedule 1: License

Licensed Materials: CANNYNURSE name, CANNYNURSE logo, infographics, handouts, forms, talk outlines/ slides, articles, graphics, marketing materials.

The CANNYNURSE name must be written exactly as shown below and the CANNYNURSE logo must not be altered in any way. The only exception to these rules is if a deviation is authorized in writing by CANNYNURSE. CANNYNURSE logo will be provided to Agreement Partner on the membership website with other licensed materials.

Name: CannyNurse®

Name must be written as one word with a capital C and a capital N with Registered Trademark symbol (®). When possible to choose fonts, the name should be in the Arial font.

Note: The CannyNurse® name may NOT be used in social media handles, business names, website addresses, or other permanent identifiers.

This is for your protection; if, in the future, you decide NOT to remain a member of the CannyNurse® Tribe, you would forfeit your eligibility to license the CannyNurse® brand name. This could potentially damage the personal or business brand you've built, which could confuse your customers/ clients, and result in a loss of earning potential.

Type of License: Worldwide, for one year (or until agreement is terminated) for the purposes described in this license. If client continues membership beyond the first year (as in a subscription purchase), the agreement is in force until member stops paying for that subscription (but no less than 12 months).

Fees: Fees are set per year, but monthly payment plans may be chosen in lieu of one annual payment. Fees and terms in subsequent years will be set by CANNYNURSE and are subject to change.

Promotional Rates for December 2023

Gold+ Membership (includes Cannabis Nurses Network annual membership) — **\$1,580/ year or \$150/ month**

Gold Membership (for current Cannabis Nurses Network annual members) — \$1300/ year or \$125/ month

Silver+ Membership (includes Cannabis Nurses Network annual membership)— **\$1,280/ year or \$125/ month**

Silver Membership (for current Cannabis Nurses Network annual members) — \$999/ year or \$99/ month

Schedule 2: Additional Rights and Opportunities

Licensing and Listing Membership (Bronze Membership Tier)

In addition to access to the licensed materials described above, Partner receives the following benefits –

1. Premium photo listing on the CANNYNURSE.COM website;
2. Access to a private networking group;
3. Access to a library of pre-recorded business and clinical trainings.

Licensing, Listing, and Group Mentorship (Silver Membership Tier)*

In addition to the above benefits and for the increased membership fee set out in Schedule 1 of this agreement, Partner receives the following benefit and opportunity –

4. Twelve (12) Group Mentorship calls per year on varied topics such as clinical practice, lifestyle medicine, and business building.

Group calls will be conducted online via video conferencing (e.g. Zoom), recorded, and led by professionals within the cannabis field selected at CANNYNURSE's discretion.

5. CNT Become a Mentor Opportunity:

If partner spends ten (10) hours in a calendar year mentoring other CANNYNURSE graduates within the CANNYNURSE Tribe, Agreement Partner's license fee for the following year will be waived. The determination whether an Agreement Partner performs such mentoring and the types of activities to be included in the 10 hour requirement will be determined by CANNYNURSE at its sole discretion but in accordance with a guide CANNYNURSE will publish.

To be eligible for this program, an Agreement Partner must (A) be a current member of the Licensing, Listing, and Mentorship Tier of the CannyNurse Tribe® and (B) had at least six months of clinical practice experience in cannabis nursing, medical cannabis coaching, or medical cannabis consulting.

Please note: An Agreement Partner that is interested in the above described program must apply for the program and be accepted prior to being allowed to credit mentoring against the following year's license fee. Decisions on whether to accept a Partner into this program are at CANNYNURSE's sole discretion.

Licensing, Listing, Group, and Private Mentorship (Gold Membership Tier)*

In addition to the above benefits and for the increased membership fee set out in Schedule 1 of this agreement, Partner receives the following benefit –

6. Six (6) 25-minute Private Mentorship calls per year (starting in the second month of membership and available every other month for the remainder of the program) with professionals in the cannabis industry, to be selected from available CannyNurse® Professional Mentorship partners.

***Please note:** Bronze membership is not available during the promotional period starting December 2023. Gold+ and Silver+ memberships also include annual membership to the Cannabis Nurses Network.