Content Distribution and Licence Agreement

Community licence for the guided practices of Somatics with Serena.

Licensor	Serena Reynell, trading as Somatics with Serena
Licensee	The purchasing organisation
Licensed materials	The guided practices included in your package
Licence fee	The price shown for your chosen package
Permitted audience	Maximum of 50 individual founders
Licence period	12 months from the Effective Date

1. Purpose and Grant of Licence

The Licensor grants the Licensee a limited, non-exclusive, non-transferable licence to provide access to the Licensed Materials to a maximum of 50 individual founders for the Licensee's internal founder support, education or wellbeing programme, as agreed in writing.

The licence is valid for 12 months from the Effective Date. Any extension or renewal requires the Licensor's prior written agreement and may be subject to an additional fee.

No rights are granted beyond those expressly stated in this Agreement.

2. Intellectual Property Ownership

All intellectual property rights in the Licensed Materials remain the exclusive property of the Licensor or the relevant underlying rights holder.

This includes, without limitation:

- Video recordings, audio recordings, guided meditations and written materials.
- Original content, scripts, concepts expressed in original materials, and creative works.
- Pre-existing and independently developed methods, frameworks, processes, methodologies, exercises and know-how.
- All associated branding, trademarks, designs and other intellectual property rights.

The Licensee receives permission to use and distribute access to the Licensed Materials only within the scope of this Agreement. No sale, assignment, transfer or other conveyance of intellectual property ownership takes place.

3. Licence Limit: Maximum of 50 Founders

The licence permits access for a maximum of 50 individual founders during the licence period.

The Licensee must not:

- Provide access to more than 50 individual founders.
- Extend access to additional cohorts, networks, programmes, affiliates or third parties beyond the agreed limit.

- Circumvent the founder limit through shared accounts, duplicate access arrangements or alternative distribution channels.
- Represent that it has unlimited, enterprise-wide or unrestricted distribution rights.

Any increase in the permitted audience requires the Licensor's prior written authorisation and agreement on any additional fees and revised licence terms.

4. No Downloading, Copying or Redistribution

The Licensee must ensure that founders access the Licensed Materials only through an authorised viewing or listening method approved by the Licensor.

Neither the Licensee nor any founder may, without the Licensor's prior written consent:

- Download, save, record, capture or extract the Licensed Materials.
- Copy, reproduce, edit, adapt, translate or create derivative works from the Licensed Materials.
- Upload, forward, share, publish or redistribute the Licensed Materials.
- Make the Licensed Materials available through public links, shared drives, third-party platforms or other unauthorised channels.
- Resell, sublicense, commercially exploit or otherwise transfer access rights to another person or organisation.
- Remove copyright notices, branding or other ownership information.

The Licensee must take reasonable steps to prevent unauthorised access and notify the Licensor promptly if it becomes aware of a breach.

5. Protection of Pre-existing and Future Intellectual Property

This Agreement does not transfer, assign or grant ownership rights in any pre-existing intellectual property of the Licensor, including existing methods, frameworks, methodologies, know-how, concepts, materials or business processes.

It also does not automatically transfer any rights in future materials, new versions, updates, additional recordings, derivative resources or other works subsequently created by the Licensor.

Any additional materials or expanded rights are subject to separate written agreement. The Licensee acquires no automatic entitlement to future content, improvements or developments.

Nothing in this Agreement prevents the Licensor from independently using, developing, adapting, licensing or commercialising her own methods, frameworks, expertise and intellectual property, subject to any applicable third-party rights and contractual obligations.

6. No Unauthorised Use of Name or Branding

The Licensee may identify Somatics with Serena as the provider of the Licensed Materials solely for the agreed programme.

The Licensee must not use the Licensor's name, logo, branding, testimonials or other identifying materials in advertising, endorsements, partnership announcements or other promotional activity without prior written approval.

Nothing in this Agreement creates a partnership, joint venture, employment relationship or transfer of ownership between the parties.

7. Breach, Suspension and Termination

Any unauthorised distribution, downloading, copying, sublicensing, exceeding of the 50-founder limit or other material breach of the restrictions in this Agreement constitutes grounds for immediate suspension and termination.

In the event of a breach, the Licensor may, to the extent permitted by applicable law:

- Immediately suspend access to the Licensed Materials.
- Terminate the licence with immediate effect by written notice.
- Require the Licensee to cease all unauthorised use and distribution and take reasonable steps to remove unauthorised copies and access.
- Pursue legal action and seek any remedies available under applicable law, including injunctive relief and recovery of proven losses and recoverable legal costs where permitted.

Where immediate suspension or termination is necessary to protect the Licensor's intellectual property or prevent continuing unauthorised use, no prior opportunity to remedy the breach is required, to the extent permitted by law.

Termination does not affect rights or remedies accrued before termination. No refund is due in respect of a breach by the Licensee, subject to applicable law and the circumstances of the breach.

8. Expiry and Consequences of Termination

At the end of the 12-month licence period, or upon earlier termination, the Licensee must immediately cease providing access to the Licensed Materials.

The Licensee must remove or disable access through its systems and ensure that founders can no longer access the materials under the expired or terminated licence. Any copies held by the Licensee must be deleted, except where retention is required by law.

Continued use requires a new written licence or renewal agreed by the Licensor.

9. No Transfer or Sublicensing

The Licensee may not assign, transfer, delegate or sublicense any rights under this Agreement without the Licensor's prior written consent.

The Licensee remains responsible for ensuring that its employees, contractors, programme partners and participating founders comply with the applicable access and use restrictions.

10. Health and Wellbeing Disclaimer

The Licensed Materials are guided wellbeing practices intended for general relaxation and stress management. They are not medical, psychological or mental-health advice, diagnosis or treatment, and they are not a substitute for care from a qualified health professional.

The Licensee must make clear to participating founders that:

- Participation is voluntary and at each individual's own risk.
- Anyone with a medical or mental-health condition, or who is pregnant, should consult a qualified health professional before taking part.
- Anyone who feels unwell or distressed during a practice should stop and seek appropriate support.

To the extent permitted by law, the Licensor accepts no liability for any injury, loss or damage arising from participation in the practices. Nothing in this Agreement excludes or limits liability for death or personal injury caused by negligence, or any other liability that cannot be excluded or limited by law.

11. General Terms

This Agreement constitutes the agreement between the parties concerning the Licensed Materials and supersedes prior discussions on the same subject, except for any other terms expressly incorporated in writing.

Any amendment, extension or additional permission must be agreed in writing by both parties.

If any provision is found unenforceable, the remaining provisions will continue in effect to the extent permitted by law.

This Agreement is governed by the laws of England and Wales, and the courts of England and Wales shall have jurisdiction, subject to any mandatory applicable legal requirements.

12. Signatures

By signing below, each party confirms that it has read, understood and agreed to the terms of this Agreement.

For Somatics with Serena (Licensor)	**For the Licensee**
Name: Serena Reynell	Organisation: _____
Signature: _____	Name: _____
Date: _____	Position: _____
	Signature: _____
	Date: _____