

# THIRD-PARTY CONTENT LICENSE AND APP STORE DISTRIBUTION AUTHORIZATION

Effective Date: \_\_\_\_\_

This Third-Party Content License and App Store Distribution Authorization ("Agreement") is entered into by and between:

**Licensor:**  
Cleveland County, Oklahoma  
("Licensor")

and

**Licensee:**  
BFAC, LLC  
("Licensee")

## RECITALS

WHEREAS, Licensor owns or controls certain intellectual property rights, including copyrighted content, trademarks, branding elements, images, likenesses, written materials, audio, video, and other proprietary content;

WHEREAS, Licensee has developed and operates a mobile application to be distributed through Apple's App Store and related Apple services;

WHEREAS, Licensor desires to grant Licensee permission to use such content in connection with the mobile application and its distribution;

NOW, THEREFORE, the parties agree as follows:

## 1. LICENSED CONTENT

For purposes of this Agreement, "Licensed Content" includes any content supplied, approved, owned, or controlled by Licensor, including but not limited to:

- Written articles, text, and educational materials;
- Photographs, images, graphics, and artwork;

- Audio recordings and voice content;
- Video recordings;
- Trademarks, logos, and branding assets;
- Licensor's name, image, likeness, biography, and professional profile;
- Marketing materials and promotional content;
- Any other content approved by Licensor for inclusion in the application.

## 2. GRANT OF LICENSE

Licensor hereby grants BFAC, LLC a worldwide, non-exclusive, transferable, sublicensable, royalty-free license to:

- a. Use, reproduce, display, perform, publish, distribute, transmit, and store the Licensed Content;
- b. Incorporate the Licensed Content into a mobile application and associated services;
- c. Modify, format, resize, adapt, or otherwise technically alter the Licensed Content solely as necessary for functionality, compatibility, display, and distribution;
- d. Use the Licensed Content in screenshots, app previews, promotional materials, advertising, websites, social media, and other marketing activities related to the application;
- e. Distribute and make available the application through Apple's App Store and any successor or affiliated Apple distribution platforms.

## 3. APPLE APP STORE AUTHORIZATION

Licensor expressly authorizes BFAC, LLC to submit, publish, distribute, market, maintain, update, and operate the application containing the Licensed Content through the Apple App Store.

Licensor further acknowledges that Apple Inc. and its affiliates may reproduce, host, cache, display, distribute, and transmit the application and associated content as necessary to provide App Store services and facilitate downloads by end users.

## 4. NAME, IMAGE, AND LIKENESS RIGHTS

To the extent applicable, Licensor grants BFAC, LLC the right to use Licensor's name, image, likeness, voice, biography, professional credentials, and related personal branding materials solely in connection with:

- The operation of the application;
- App Store listings;

- Promotional activities;
- Marketing materials;
- User-facing content contained within the application.

## 5. OWNERSHIP

All ownership rights in and to the Licensed Content remain vested in Licensor. Except for the rights expressly granted herein, no ownership interest is transferred to BFAC, LLC.

## 6. REPRESENTATIONS AND WARRANTIES

Licensor represents and warrants that:

1. Licensor owns or controls all rights necessary to grant the permissions set forth in this Agreement;
2. The Licensed Content does not knowingly infringe upon the intellectual property rights of any third party;
3. Licensor has full legal authority to enter into this Agreement;
4. No additional approvals, licenses, or permissions are required for BFAC, LLC to use the Licensed Content as authorized herein.

## 7. TERM

This Agreement shall become effective upon execution and shall remain in force unless terminated by mutual written agreement of the parties.

Any termination shall not affect copies of the application already distributed to users or Apple's right to maintain archival or operational copies required for App Store services.

## 8. INDEMNIFICATION

Licensor agrees to indemnify and hold harmless BFAC, LLC, its officers, members, employees, contractors, and affiliates from any third-party claims arising from a breach of the representations and warranties contained in this Agreement.

## 9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to conflict of law principles.

## 10. ENTIRE AGREEMENT

This Agreement constitutes the complete understanding between the parties regarding the Licensed Content and supersedes all prior oral or written agreements relating to the subject matter herein.

SIGNATURES

LICENSOR

I, \_\_\_\_\_, hereby confirm that I own or control the Licensed Content described in this Agreement and authorize BFAC, LLC to use such content for distribution through Apple's App Store.

Authorized Representative of Cleveland County, Oklahoma

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

LICENSEE

Authorized Representative of BFAC, LLC

Signature:  \_\_\_\_\_

Name: Bradley McMullan

Title: CEO

Date: July 6, 2026