

## WIDGET LICENSE AGREEMENT

This Widget License Agreement ("**Agreement**") is a legal agreement between you and ActivityTree, LLC. ("**ActivityTree**") for use of any ActivityTree Widget (as defined below). By copying or otherwise using any ActivityTree Widget you agree to be bound by the terms of this Agreement. ActivityTree may modify the terms of the Agreement at any time with or without notice and your continued use of the ActivityTree Widget constitutes your agreement to such modifications. If you do not agree to the terms of this Agreement, do not copy or otherwise use the ActivityTree Widget.

As a condition of your use of any ActivityTree Widget, you agree as follows:

1. **Widget Description.** The "ActivityTree Widget" is a graphic and text widget comprised of static elements, such as text, images and ActivityTree trademarked logo, a zip code search box and active links to ActivityTree.com. The widget allows a visitor to your site to enter a zip code and be directed to ActivityTree.com to see a list of kid's activity or camp providers near the visitor's zip code. Each ActivityTree Widget is licensed as a single unit and its component parts may not be separated for individual use apart from the ActivityTree Widget.

### 2. **License**

(a) The ActivityTree Widget may only be downloaded and displayed on a Qualified Website. A "**Qualified Website**" is: (a) (i) an online, personal, non-commercial journal, diary or blog; (ii) a local, state or federal government department, division or entity, such as a website for a city, county, library, school district, school that offers resources for parents, or (iii) a commercial website that offers resources or advice for parents, but does not receive any compensation from parents for the services or advice it offers to parents or for use of the ActivityTree Widget, and (b) approved by ActivityTree, in our complete discretion.

(b) ActivityTree grants you a limited, non-transferable, royalty-free, non-sublicensable, non-exclusive license to download and display the ActivityTree Widget on one **Qualified WebSite** for use by third party visitors to your website.

(c) You agree not to sell, assign, sublicense, distribute or otherwise grant rights to the ActivityTree Widget, or any part thereof, to any third party, whether by operation of law or otherwise.

(d) You will not cause, permit or authorize any modification of the ActivityTree Widget, which includes separation into component parts or creation of derivative works.

(e) The ActivityTree Widget, including any content or services provided therewith, are protected by copyrights, trademarks, and/or other proprietary rights

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(f) ActivityTree reserves the right to charge fees for future use of the ActivityTree Widget or the ActivityTree.com content and services relating thereto in ActivityTree's sole discretion.

### 3. Use of ActivityTree Widget

(a) You may not directly or indirectly change, edit, add to or otherwise modify the ActivityTree Widget or any content on the ActivityTree website.

(b) You may not alter any links embedded within the ActivityTree Widget. You must ensure that any links embedded in the ActivityTree Widget are fully functional.

(c) You shall not, and shall not allow or authorize any third party to, use or display the ActivityTree Widget on any website that, in ActivityTree's sole opinion, (i) incite hatred or discriminate against any specific social group or exploit persons whether based on race, religion, gender, sexuality or any other attribute or belief; (ii) promote, encourage or facilitate violence, disruptive behavior, terrorism or illegal activity, including activities that risk national security; (iii) is unsuitable for family viewing or are misleading, libelous, pornographic, or defamatory, or (iv) disparage or in any manner tarnish or diminish the image or reputation of ActivityTree or its affiliates.

(d) ActivityTree has absolute editorial control over the ActivityTree Widget and ActivityTree content, which ActivityTree may modify, in whole or in part, at any time without prior notice.

(e) YOU MAY NOT DIRECTLY OR INDIRECTLY ATTEMPT TO RE-SELL, REDISTRIBUTE, SYNDICATE OTHERWISE COMMERCIALIZE THE ACTIVITYTREE WIDGET OR ACTIVITYTREE CONTENT IN ANY WAY.

4. Trademark. ActivityTree and Kid Activity Finder are registered or common law trademarks of ActivityTree, LLC. All contents of the ActivityTree website are copyrighted.

5. No Endorsement. You may not directly or indirectly suggest any endorsement or approval by ActivityTree of you, any product or content displayed on your website, any website, or any business operated by or affiliated with you.

6. Indemnification. You agree to defend and indemnify ActivityTree, its subsidiaries and corporate affiliates and/or their respective suppliers and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, arising from claims of third parties as a result of your: (i) breach of this Agreement or any documents referenced herein, if any; (ii) violation of any law or the rights of a third party; or (iii) use of the ActivityTree.com Widget or website.

7. Disclaimer and Limitation of Liability

(a) ActivityTree Widget are made available by ActivityTree on an "as is" and "as available" basis and ActivityTree disclaims all implied warranties, whether express, implied, statutory or otherwise, including but not limited to the implied warranties of merchantability, fitness for a particular use, non-infringement, quality, compatibility, and accuracy regarding any ActivityTree Widget, the ActivityTree website and any content thereon.

(b) TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL ACTIVITYTREE BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION, LOST REVENUE, PROFITS OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO ANY OF THE ACTIVITYTREE WIDGET, THE ACTIVITYTREE WEBSITE, AND ANY AND ALL CONTENT ON, OWNED, LICENSED, OR DISPLAYED BY ACTIVITYTREE ON THE ACTIVITYTREE WEBSITE, OR ANY VIRUS OR OTHER CONTAMINATION OR ANY USE OR UNAVAILABILITY OF THE ACTIVITYTREE WIDGET, ACTIVITYTREE WEBSITE OR ANY CONTENT THEREON, EVEN IF ACTIVITYTREE AND/OR ITS AFFILIATES AND /OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Termination.

(a) You may terminate this Agreement and the license granted herein at any time by removing all copies of the ActivityTree Widget from your Site, all hard drives, networks and other storage media.

(b) ActivityTree may restrict, suspend or terminate the license granted herein at any time with or without reason. You agree to remove all copies of the ActivityTree Widget in use immediately upon receiving notice of termination from ActivityTree.

(c) Sections 2(e) and 9 will survive any cancellation or termination of this Agreement.

9. General

(a) In the event you receive any inquiries which relate to ActivityTree any ActivityTree Widget, contact us promptly with such enquiries at: [customercare@activitytree.com](mailto:customercare@activitytree.com).

(b) This Agreement supersedes all prior agreements, arrangements and understandings between the parties concerning its subject matter. Each of the parties acknowledges that it has not relied on any statement made by the other in the course of entering into this Agreement.

(c) If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees. This Agreement shall be construed and controlled by the laws of the State of Minnesota, and the parties' further consent to exclusive jurisdiction and venue in the federal courts sitting in Hennepin County, Minnesota.

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