

## SURVEY SPONSORSHIP AGREEMENT

This Survey Sponsorship Agreement (the “**Agreement**”) is entered into effective as of the last date set forth on the signature page below by and between What Are Kids Saying LLC, a Colorado limited liability company (the “**Company**”), and the survey sponsor identified on the signature page below (the “**Sponsor**”).

1. **Recitals.** The Company operates an Internet website located at [www.WhatAreKidsSaying.com](http://www.WhatAreKidsSaying.com) (the “**Site**”), which is dedicated to providing a creative outlet for self-expression for children and teens between the ages of 7 and 18 (the “**Members**”). The Site allows Members, without charge, to post poems, short stories, and other creative content in any supported format (the “**Member Content**”) in public areas, privately store such Member Content in their “Time Capsules” or other private areas of the Site, and enter Member Content in contests, among other activities. The Site also includes surveys in which Members may elect to respond to questions posted by the Company or by various sponsors. The Sponsor desires to submit survey questions to be posted on the Site on the terms set forth herein.

2. **Survey Questions and Design.** Each survey posted on the Site (the “**Survey**”) is limited to a maximum of twenty-five (25) questions. Sponsor shall be permitted to design the Survey within the parameters supported by the Site, including formulating questions and answers, adding photographs or other visual elements to the Survey, placing its logo or other trademark or trade dress, or other identifying text or images (collectively, the “**Survey Content**”). Except as expressly set forth in this Agreement, the Company shall not be under any obligation to protect the Survey Content or other information used in connection with the Survey or the data collected in the course of the Survey. The Company reserves the right to review all Survey Content and to reject any Survey that includes Survey Content that it considers offensive, inappropriate, objectionable, or otherwise not consistent with the standards of the Site, as determined by the Company in its sole and absolute discretion. The Survey title included in the “Voting Booth” area of the Site shall identify the Sponsor to Members who may elect to participate in the Survey.

3. **Survey Results.** The Survey will be made available to Members for a period of 30 days (the “**Survey Period**”), and the Survey may be renewed for additional 30-day periods in the parties’ discretion. The Members’ participation in the Survey will be entirely in the Members’ discretion, and the Company does not warrant that any Members, or any minimum number of Members, will complete the Survey, that any Member will not respond more than once, or that the Survey will accurately reflect anything other than the responses given by Members who elect to participate. After the Survey Period, the Company will deliver a report to the Sponsor by email describing the results of the Survey, including a summary of the responses received from participants categorized by the grade, gender, state, and/or country of the participant. The Company will not provide any names, addresses, email addresses, or other personal information of participants.

4. **Survey Fees.** In submitting the Survey, the Sponsor agrees to pay to the Company a fee of One Thousand U.S. Dollars (\$1,000) per question included in each Survey submitted for each Survey Period (the “**Survey Fee**”). The Survey Fee shall be payable in full prior to the posting of the Survey on the Site and shall be non-refundable. Delivery of the Survey results by the Company (as described in Section 3 above) is contingent upon Sponsor’s payment of the Survey Fees in full.

5. **Responsibility for Survey Content.** Sponsor shall be solely responsible for all Survey Content whether or not reviewed by the Company as provided in Section 2 above. In submitting any Survey for posting, Sponsor represents and warrants to the Company that (i) it owns, or has valid rights to use, all Survey Content, including, without limitation, any trademarks, trade names, trade dress, any copyrighted or copyrightable materials, and/or any other intellectual property incorporated into the Survey posted on the Site by or at the request of Sponsor; (ii) the Survey Content is not libelous, defamatory, misleading to consumers, or otherwise unlawful material; and (iii) the Survey and the results thereof will not be used for any unlawful purpose. The Survey Content may not include links to any other website or the address of any other website without the express written consent of the Company.

6. **Storage and Use of Survey Content.** Sponsor is solely responsible, at its sole cost and expense, for creating backup copies and replacing any Survey and/or Survey Content that Sponsor may post or store on the Site or provide to the Company. The Company agrees that it will not disclose the results of the Survey to any third person without the consent of the Sponsor. Sponsor hereby authorizes the Company to make such copies of the Survey and/or the Survey Content as the Company deems necessary in order to facilitate the posting and storage of the Survey and the Survey Content on the Site and as the Company deems necessary for its recordkeeping and general business purposes. Sponsor hereby grants, and represents and warrants that Sponsor has the right to grant, to the Company an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), and use and distribute such Survey Content for the purposes described in this Agreement.

7. **Termination of Survey.** The Company, in its sole and absolute discretion, reserves the right to terminate any Survey for any reason, including if the Company determines that Sponsor, the Survey, or any of the Survey Content violates any laws, including, without limitation, the Digital Millennium Copyright Act (“**DMCA**”) (see the Terms of Use for a further discussion of the DMCA Policies) or violates any of the terms of this Agreement, the Terms of Use, or the Privacy Policy. Any such termination will not entitle Sponsor to a refund of Survey Fees.

8. **Terms of Use; Privacy Policy.** By accepting these terms and submitting a Survey, Sponsor (1) acknowledges and agrees that Sponsor has read, understands, and agrees to be bound by the terms and conditions set forth in the terms of use found at <http://www.whatarekidssaying.com/about-us/terms-of-use> (the “**Terms of Use**”); and (2) acknowledges and agrees that Sponsor has read, understands, and agrees to be bound by

the terms and conditions set forth in the privacy notice found at <http://www.whatarekidssaying.com/about-us/privacy-policy> and incorporated into this Agreement by reference (the “**Privacy Policy**”).

SPONSOR IS ADVISED TO READ THE TERMS OF USE AND PRIVACY POLICY CAREFULLY BECAUSE THEY CONTAIN IMPORTANT INFORMATION REGARDING SPONSOR’S LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS, INCLUDING, WITHOUT LIMITATION, VARIOUS LIMITATIONS AND EXCLUSIONS.

9. **Sponsor Conduct.** Sponsor agrees not to:

- use the Site or the Survey in a manner that violates any laws or is otherwise unlawful or in any manner that could damage, disable, overburden, or impair the Site;
- harvest or collect email addresses or other contact information of Members or Subscribers from the Site by electronic or other means;
- use automated scripts to collect information from, or otherwise interact with, the Site;
- solicit personal information or solicit passwords or personal identifying information for any purpose; or
- intimidate or harass any Member or Subscriber.

In addition, Sponsor agrees not to upload, post, transmit, share, store, or otherwise make publicly available in the Survey or elsewhere on the Site:

- any private information of any third party, including addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers;
- any unsolicited or unauthorized advertising, solicitations, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation;
- any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- content that would constitute, encourage, or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national, or international law;
- content that the Company deems, in its sole and absolute discretion, to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically, or otherwise objectionable; or
- content that, in the sole judgment of the Company, is objectionable or that restricts or inhibits any other person from using or enjoying the Site or that may expose the Company, its Members, or other users to any harm or liability of any type.

10. **Availability of Site.** The Site may be temporarily unavailable from time to time for maintenance or for any other reason whatsoever. The Company assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, or unauthorized access to, or alteration of, Survey Content. The Company is not responsible for any technical malfunction or other problems of any computer systems, servers, or providers or traffic congestion on the Internet, including, without limitation, injury or damage to Sponsor or to any other person's computer. UNDER NO CIRCUMSTANCES WILL THE COMPANY BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING ANY LOSS OR DAMAGE TO ANY SURVEY CONTENT OR PERSONAL INJURY OR DEATH, RESULTING FROM ANYONE'S USE OF THE SITE, ANY SURVEY CONTENT, ANY DATA COLLECTED IN CONNECTION WITH THE SURVEY, ANY THIRD-PARTY APPLICATIONS, SOFTWARE, OR CONTENT POSTED ON OR THROUGH THE SITE, OR ANY INTERACTIONS AMONG SPONSOR, MEMBERS, AND OTHER USERS OF THE SITE, WHETHER ONLINE OR OFFLINE.

11. **Warranty Disclaimer.** THE SITE AND THE SURVEY RESULTS ARE PROVIDED "AS-IS," AND THE COMPANY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE COMPANY FURTHER MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SURVEY RESULTS OR THE SITE'S CONTENT AND DOES NOT ENDORSE THE SURVEY OR ANY OTHER CONTENT POSTED ON THE SITE. THE COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF SURVEY RESULTS OR THE SITE, (II) UNAUTHORIZED ACCESS TO OR USE OF THE COMPANY'S SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (III) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (IV) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (V) ERRORS OR OMISSIONS IN ANY CONTENT OR DATA OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT OR DATA POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. THE COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE OR ANY HYPERLINKED SITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND THE COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING THE SUBMISSION OF SURVEY QUESTIONS OR ANSWERS OR OTHER INFORMATION.

12. **Limitation of Liability.** Under no circumstances will the Company or its owners, officers, directors, employees, or agents be liable to Sponsor for any indirect, incidental, consequential, special, or exemplary damages arising from any provision of this Agreement or Sponsor's use of the Survey or the data retrieved from the Survey or the Site. In all events, the Company's liability for any damage or loss arising in connection with this Agreement or the Survey shall be limited to the Survey Fee.

13. **Indemnity.** Sponsor agrees to defend, indemnify, and hold harmless the Company, its managers, members, officers, directors, employees, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including, but not limited to, reasonable attorneys' fees) arising from: (i) Sponsor's use of and access to the Site; (ii) Sponsor's violation of any term of this Agreement, the Terms of Use, or the Privacy Policy; (iii) Sponsor's violation of any third-party right, including, without limitation, any copyright, trademark, property, or privacy right; or (iv) any claim that Sponsor's Survey Content caused harm, damage, or loss to a third party. This limitation of liability and indemnity will survive this Agreement, the Survey Period, and Sponsor's use of the Site.

14. **Miscellaneous.** Failure by the Company to enforce any provision(s) of this Agreement shall not be construed as a waiver of any provision or right. This Agreement, and all other aspects of use of the Site, shall be governed by and construed in accordance with the laws of the State of Colorado without regard to its conflict of laws rules. All claims and disputes arising out of this Agreement, the Privacy Policy, or the policies or use of the Site, other than action for specific performance or injunctive relief brought by the Company, shall be exclusively brought in the federal, state, or local courts located in Denver, Colorado; and, with regard to such claims and disputes, Sponsor hereby irrevocably (i) submits to the exercise of personal jurisdiction over them by these courts, and (ii) waives any jurisdictional, venue, or inconvenient forum objections to such courts. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining provisions shall remain in full force and effect. The Sponsor may not assign or otherwise transfer any rights and licenses granted hereunder; provided that the Company may assign any of the foregoing without notice or prior written consent. This Agreement shall inure to the benefit of the Company, its successors, and assigns. This Agreement, the Terms of Use, the Privacy Policy, and any other legal notices published by the Company on the Site shall constitute the entire agreement between Sponsor and the Company regarding the use of the Site.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the latest date set forth below.

**SPONSOR:**

\_\_\_\_\_  
[Entity Name, if applicable]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**COMPANY:**

WHAT ARE KIDS SAYING LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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