

ADDENDUM A:
WEB CAM LICENSING & USAGE AGREEMENT

This entire Web Cam Licensing & Usage Agreement, is made and entered into this _____, day of _____, 20____, in Mequon, Wisconsin, between Kids Rule Accademy, LLC. (hereafter "KRA"), a Wisconsin Limited Liability Corporation (hereinafter "KRA") and the undersigned Parent jointly and severally, _____ in his/her capacity as the Parent or Legal Guardian of minor child _____ (hereinafter referred to as " PARENT") and shall be effective Date on this _____ day of _____ 20____.

RECITALS:

- WHEREAS,** Kids Rule Accademy, LLC is a Limited Liability Company organized under laws of the State of Wisconsin; and
- WHEREAS,** the above - named and the below signed Parent is a legal guardian of the above-named minor child; and
- WHEREAS,** said Parent desires to utilize Web Cam services rendered by Kids Rule Accademy LLC in accordance with the terms and conditions set forth herein; and
- WHEREAS,** Kids Rule Accademy LLC desires to render its services as specified herein to the above-named child of above - named Parent in accordance with all terms, conditions and covenants set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed that the undersigned Parent will retain services of Kids Rule Academy LLC in accordance with the terms and conditions hereby agreed upon as follows:

1. PURPOSE, SCOPE AND DURATION OF THE AGREEMENT:

1.1. Purpose, scope and duration of this entire Web Cam Usage Agreement is to establish the rules, terms and conditions of licensing, usage and utilization by the undersigned Parent/ Legal Guardian of Web Cam services provided at no costs to him or her by Kids Rule Academy.

2. **LICENSING:** KRA hereby grants revocable daily license to the undersigned Parent/ Legal Guardian to utilize Web Cam Services. This revocable license is renewed daily and is subject to immediate revocation by KRA upon breach of this Licensing Agreement by the undersigned Parent / Legal Guardian. Such license shall be renewed daily simultaneously with receipt

of daily passcode enabling the undersigned to access Web Cam stream.

3. TERMINATION OF AGREEMENT:

3.1. This Agreement may be suspended by KRA without any advance written or verbal notice upon breaching of duty of confidentiality, unauthorized transfer of passcode and non-disclosure by the undersigned Parent/ Legal Guardian or Third Party Beneficiary.

3.2. Upon suspension this Agreement may be thereafter terminated by KRA by written five (5) calendar days notice upon the happening of any of the following events:

- (a) Failure of Parent to abide by terms and conditions of Registration Agreement and or Web Cam Licensing and Usage Agreement; and or
- (b) Parent's material violation of any terms and conditions of Registration Agreement and Web Cam Licensing and Usage Agreement; and or
- (c) Material breach of any term of Registration Agreement and or this Agreement by Parent/ Legal Guardian or third party beneficiary if KRA then chooses to terminate this Agreement and states so in writing with five days upon suspension of this agreement; or
- (d) Mutual agreement by both parties to terminate this agreement, or
- (e) Cancellation of child's enrollment into KRA; this; or
- (f) In the event of termination of this agreement by KRA upon material breach of this entire agreement by the Parent / Legal Guardian / Third Party Beneficiary and further upon Parent's failure to cure said breach KRA shall be entitled to pecuniary compensation and money damages from the Parent / Legal Guardian and or Third Party Beneficiary for any and all legal costs and attorneys fees incurred by KRA in the process of enforcement of this entire agreement.

4. OPERATION OF WEB CAM SYSTEM BY KRA:

4.1. Parties acknowledge that KRA operates and maintains Web Cam viewing stream system at its own operational expense as courtesy to the undersigned Parent/ Legal Guardian.

4.2. Parent or Legal Guardian shall incur no expenses related to operation and maintenance of Web Cam stream service by KRA.

5. CONDITIONS OF USAGE OF WEB COM STREAM SERVICE:

5.1. Parent is aware that a Web Cam cameras have been installed in each room of Kids Rule Academy primarily for two purposes: (a) to provide parents the ability to view their child's classroom via live video through the internet using a secure, encrypted password to access the site, and (b) to provide KRA's staff with the ability to monitor each classroom remotely.

5.2. The cameras are tools to be used only by the staff of KRA and the parents / legal guardians of the children currently enrolled at KRA. The website and access will be made as secure as reasonably practicable but KRA make no warranty or guarantee against unauthorized access or the unauthorized access, should it occur, will be detected.

5.3. KRA make no warranty or guarantee that any of the cameras will be continuously monitored, that the cameras or web site will be in continuous operations, or that all areas of KRA premises will be within view of the installed cameras.

5.4. KRA expressly reserves the right to suspend or revoke any parent or legal guardian ability to access the website / webpage used for viewing children and class room activities. Decisions to suspend or revoke access to the website / webpage will be made in the sole discretion of KRA's Director.

5.5. Images recorded by the cameras will be preserved according to the sole discretion of KRA's Director.

5.6. Images recorded by the cameras shall be construed as property of KRA.

5.7. Parents / legal guardians, including the undersigned, enrolling their children at Kids Rule Academy LLC acknowledge that their child(ren) will be subject to recording, photographing, taping and filming while on the premises of KRA and further acknowledge that these images will be made available via a live video stream not only to KRA staff but also to all parents or legal guardians who have a child or children enrolled in the same classroom. Parents / legal guardians, including the undersigned, grant permission for their child(ren) to be recorded, photographed, taped, and filmed for these purposes and to have the images made available to KRA staff and parent/ legal guardian of other children in the same classroom.

5.8. Parents/ legal guardians, including the undersigned, enrolling a child or children with KRA hereby represent, acknowledge, warrant, and promise not to record, tape, save to a hard drive or other storage media, or otherwise preserve or to stream or rebroadcast the images and video made available to them via KRA's secure webpage. Additionally, parents / legal guardians enrolling a child or children (including the undersigned) acknowledge, warrant, and promise not to disclose the secure, encrypted password provided to them/ him/ her to any other person, relative or entity. If the undersigned discloses the secure, encrypted password to any unauthorized person(s), he/ she, they are covenanting, warranting and promising to be personally liable for all damages, claims or causes of action

arising from such disclosure, including but not limited to, actual attorney's fees incurred by KRA while asserting of any claims under this agreement; or in responding to or defending against any such claims or causes of action.

5.9. Further, if the undersigned, as well as child's parents and child grandparents are recording, taping, saving to a hard drive or other storage media, or otherwise preserving images and video made available via KRA's website or streams or rebroadcasting the images, he/ she/ they shall be personally liable for all damages, claims or causes of action arising from such recording, taping, preserving, saving, streaming or re-broadcasting, including but not limited to, actual attorneys fees incurred by KRA in asserting of any claim under this agreement or in responding to or defending against any such claims or causes of action.

5.10. The undersigned, as well as child's parents and child grandparents are hereby informed and are acknowledging that all children at KRA will be subject to being recorded, photographed, taped and filmed while on the premises of KRA and that the images of undersigned's child will be streamed and broadcast via the internet and / or internal means for viewing by KRA staff and /or parents of children in the same classroom as his child(ren).

5.11. The undersigned, as well as child's parents and child grandparents are hereby granting permission for recording, photographing, taping, filming and broadcasting described above. The undersigned and child's parents and child grandparents are hereby acknowledging and accepting the limitation of the use of the cameras and website / webpage and agree to keep the password secure and accept the liability described above for any breach of this agreement by him, by her or by them.

5.12. The above-specified contractual terms are also legally binding upon third party beneficiaries of this agreement such as child's relatives and grandparents of child(ren) enrolled in KRA.

6. **TRANSFER AND ASSIGNMENT TO KRA LLC OF PARENT'S AND CHILD'S LEGAL PERSONALITY RIGHTS IN REGARD TO PHOTO IMAGES GENERATED BY WEB CAM OPERATIONS:** In exchange for receipt of valuable consideration, the receipt of which is hereby duly acknowledged, the undersigned Parent and or Legal Guardian is hereby assigning and irrevocably transferring any and all legal rights, including but not limited to publicity rights, personality rights, right of compensation for appropriation of "likeness" or right for compensation for usage of said photographs in commercial advertising by KRA, or any or Web Cam images; and all other legal rights he or she may have in regard to photo images or pictures of his or her child as generated and or depicted by utilization of Web Cam stream operations.

7. **WEB CAM STREAM OPERATION IS KRA'S TRADE SECRET:**

7.1. The undersigned is duly informed that operation of Web Cam stream is the trade secret of KRA, being duly guarded by passcode, which is subject to daily change.

7.2. Accordingly, the undersigned Parent and or Legal Guardian hereby covenanting not to disclose said trade secret and its particulars to any third party without prior written consent of KRA.

7.3. The undersigned Parent, Legal Guardian is informed and agreed that said duty of none-disclosure of trade secrets of KRA is perpetual and shall survive termination of this entire Agreement.

7.4. In event of breach of this duty of none-disclosure of KRA's trade secret the undersigned Parent or Legal Guardian is hereby coventrating to be personally liable for any and all legal costs and attorney's fees incurred by KRA.

8. NO WAIVER BY KRA: Neither the failure by KRA to insist upon the performance of any term of or to exercise any rights conferred by this entire Web Cam Licensing & Usage Agreement shall be construed as waiving any such term or right.

9. SEVERABILITY: Wherever possible each provision of this entire Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such prohibition or invalidity or any portion of this Agreement shall not affect the validity of the remaining portions.

10. COMPLETE AGREEMENT:

10.1. This entire Web Cam Licensing & Usage Agreement contains the entire understanding between the Parties and supersedes any prior agreements between the parties concerning the subject matter of this Agreement.

10.2. This Agreement may not be modified except, in written form signed by all Parties.

10.3. This Agreement cancels and supersedes any and all prior agreements, verbal or written, between the above-named Parties.

11. ELECTRONIC SIGNATURE:

11.1. This entire Web Cam Licensing and Usage Agreement is linked to Web Cam internet page operated by KRA and may be viewed electronically. Prior to entry into Web Cam operational system the undersigned must acknowledge electronically his or her acquiescence to all terms, covenants and conditions of this agreement by pressing electronic button "I agree".

11.2. Parties agree that such pressing of button "I agree" constitute legal electronic signature under pertinent Wisconsin law. Parties further agree that future subsequent usage of Web

Cam stream by the undersigned constitute acceptance by him or her of all contractual terms and covenants of this agreement.

12. **PROHIBITION OF UNAUTHORISED TRANSFER OF PASSCODE:**

12.1. The undersigned covenants not to transfer or otherwise to disclose the password to any third party without prior written approval of an employee of KRA duly authorized to execute written approval of such transfer.

12.2. The undersigned hereby acknowledges the legal duty not to transfer pass-code without prior proper written authorization executed by KRA. Violation of contractual duty of non-disclosure of password to any third parties constitutes the material breach of this entire agreement.

12.3. Such violation shall be construed by KRA as legal ground for prompt suspension of this entire agreement by KRA as well as a ground for further termination of this entire agreement by KRA without any further notice.

12.4. Such violation shall also trigger liability of the undersigned Parent / Legal Guardian for any and all attorneys fees and costs incurred by KRA as direct and proximate cause of said breach.

13. **AUTHORIZED TRANSFER OF PASS-CODE:**

13.1. The undersigned Parent/ Legal Guardian shall obtain written permission for transfer of passcode from authorized employee of KRA.

13.2. Such written request shall identify the name of the third party beneficiary to whom such transfer is contemplated, as well as his or her address and purpose of such transfer.

13.3. Upon receipt of such written permission approved by authorized employee of KRA the undersigned Parent can effectuate such transfer in compliance with rules and procedures set forth by KRA.

14. **GOVERNING LAW AND VENUE:**

14.1. This agreement and any related dispute shall be governed, construed and enforced in accordance with the Laws of the State of Wisconsin, including the laws regarding conflict of laws.

14.2. Any and all legal actions by either party concerning interpretation and enforcement of this Web Cam Licensing & Usage Agreement shall have venue in the Circuit Court of Milwaukee County, Wisconsin, USA. Parties hereto hereby covenants and warrants to submit to the personal and subject matter jurisdiction of the Circuit Court of Milwaukee County, Wisconsin.

15. **INDEMNIFICATION:** In the event of unauthorized transfer of pass-code, or unauthorized disclosure of KRA's trade secrets or unauthorized disclosure, dissemination and re-publication of Web Cam stream images, or in the event of breach of any duty or covenant existing under this entire Web Cam

Licensing & Usage Agreement, the undersigned Parent, Legal Guardian, as well as an additional Parent and Third Party Beneficiaries are hereby covenanting to indemnify and hold KRA, its owners, proprietors, partners, officers, directors, employees, consultants, agents, attorneys, counsels, co-counsel, assignees, heirs and employees harmless from and against any and all liabilities, notices, claims, demands, damages, losses, action, suits, causes of action, costs, and expenses, including but not limited to attorneys' fees and costs, as well as arbitration and mediations fees and costs.

16. DUTY AND COVENANT OF CONFIDENTIALITY: The undersigned Parent/ Legal Guardian and third party beneficiaries hereby covenant not to publish, download, disclose, copy, disseminate or re-publish content of Web Cam stream containing video images of other children enrolled in KRA. In the event of unauthorized public or private disclosure, publishing, coping, public or private disseminating or public or private re-publishing of Web Cam stream the undersigned and third party beneficiaries hereby covenant to be personally liable for all proximate damages caused by such breach and are further agreeing and covenanting to be individually responsible for all attorneys fees and court's costs, without any limitation, as incurred by KRA in the process of enforcement of said agreement.

17. PARAGRAPH HEADINGS: The titles to the paragraphs of this entire Agreement are solely for the convenience of the parties and may not used to explain, modify, simplify, or aid in the interpretation of the provisions of this Web Cam Licensing and Usage Agreement.

18. NO WAIVER: Failure on the part of any party to insist on the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, will not be construed as waiving any terms and conditions, but the same will continue and remain in full force and effect as no such forbearance or waiver had occurred. Failure of either party at any time to require performance by the other party of any provision of this agreement shall not be deemed a continuing waiver of that provision or a waiver of any other provision of this agreement.

19. INJUNCTIVE RELIEF:

19.1. The undersigned Parent / Legal Guardian are hereby stipulating and agreeing that breach by him or her of any covenants or terms made by him or her with respect to any sections of this entire Web Cam Licensing and Usage Agreement, would result in damages that are difficult to ascertain.

19.2. Accordingly, the undersigned Parent/ Legal Guardian are hereby agreeing that KRA shall be entitled to immediate injunctive relief in addition to any and all other remedies, whether at law or at equity.

19.3. The Parties further agreed that said relief shall not be construed as election of remedies and shall not preclude remedies available pursuant to Paragraph 20 of this entire agreement.

20. OTHER REMEDIES: Nothing contained herein shall be construed as prohibiting any party to this agreement from pursuing any other remedies available for a material breach or anticipatory breach by either party of this agreement, including but not limited to the recovery of pecuniary damages.

21. LIABILITY OF PARENT / LEGAL GUARDIAN AND THIRD PARTY BENEFICIARY FOR ATTORNEY'S FEES OF KRA:

21.1. In the event of any breach of this entire Web Cam Licensing & Usage Agreement by the Parent / Legal Guardian and Third Party Beneficiary he / she hereby agreeing and covenanting to compensate, indemnify and hold harmless KRA, as well as its agents, owners, proprietors, partners, attorneys, counsels, co-counsels, directors, employees, managers, contractors, consultants, counsels, assignees and heirs for any and all sums of any and all attorneys fees, arbitration and mediation fees, costs and expenses incurred, either actually or potentially, by KRA and /or any other third party and/or any agents of KRA, in order to enforce, collect, protect, uphold or defend any rights, responsibilities, duties, claims and / or sums under this entire Agreement and /or prosecute, assert, allege, contend, bring, collect, enforce or entertain any right, notice, claim, suit, demand, action, cause of action against the Parent, Legal Guardian or Third Party Beneficiary in his or her individual capacity.

22.2. The above-identified indemnity and compensation shall include any and all sums of attorneys fees and costs incurred, either actually or potentially, by the KRA (as well as its members, affiliates, owners, directors, managers, employees, contractors, consultants, counsels, assignees and heirs) not only in the process of litigation, but also in any and all forms of pre-suit settlements, adjustments, and /or negotiations in respect to any and all pre-suit settlement negotiations and releases of any rights, claims, notices, demands, actions, causes of actions, and suits whether in law or in equity.

23. CONFIDENTIALITY OF USAGE OF WEB CAM OPERATIONS:

23.1. The undersigned Parent(s) / Legal Guardian and the Third Party beneficiaries are hereby acknowledging that all information with respect to operations of Web Cam by KRA is confidential information, constituting diligently guarded trade secrets of KRA and shall be treated as such both during the time a party to this agreement and forever thereafter.

23.2. Therefore, the undersigned Parent and third party beneficiaries are hereby warranting and covenanting not to

divulge or publicly disseminate such confidential information and or viewing contents displayed at Web Cam to anyone without written consent of the KRA's management.

23.3. Accordingly, the undersigned Parent, Legal Guardian or third party beneficiaries shall not make, create or retain any video or documentation or photo pictures pertaining to operations of Web Cam by KRA, unless otherwise permitted in writing by the Director of KRA.

23.4. The undersigned Parent / Legal Guardian and third party beneficiaries are hereby agreeing and covenanting to be personally responsible and legally liable for any and all legal costs, court costs and attorneys fees incurred by KRA as direct and proximate result of breach of confidentiality by the Parents, Legal Guardian or third party beneficiaries.

24. NOTICES: All notices called for in this entire agreement shall be in writing and shall be served either (a) personally by handing the same to the person to be served or leaving the same with an individual at the person's place of residence; or (b) by mailing the same by certified or registered mail to the party to be served at the address shown below or at such other address as the party may hereafter designate to the other in writing. If notice is personally serviced, the date of such notice shall be deemed the date on which it is served. If notice is served by mail, the date of such notice shall be deemed the second business day following the day on which it is mailed.

Kids Rule Academy, LLC:2909 W. Mequon Rd Mequon WI 53092
Parent / Legal Guardian see address on Registration Agreement
Third Party Beneficiaries: _____

25. WAIVER OF PERSONAL SERVICE OF LEGAL PROCESS: In the event of any breach of this Agreement by the undersigned Parent, an additional Parent, Legal Guardian or Third Party Beneficiary, he / she hereby waives personal service of process and hereby consents to substitute service of process by e-mail or by the U.S. registered mail to be sent to the address stated in Section 24 of this entire Web Cam Licensing and Usage Agreement.

26. ACKNOWLEDGMENT: This entire legally binding ten (10) page Web Cam Licensing and Usage Agreement has been negotiated and executed in two copies and each copy is considered an original.

26.1. Each original and any photocopies shall have equal legal force and effect.

26.2. One original has been retained by KRA.

26.3. Another original was delivered to the undersigned Parent / Legal Guardian.

26.4. This entire agreement can be signed electronically via Web Cam internet usage page by clicking "I agree" button.

27. REPRESENTATION AND WARRANTY OF AUTHORITY: Each Party represents, warrants and agrees that they have the authority to sign, to enter and to execute this Agreement, to perform the obligations hereunder, and that the consent of no other party is required.

27.1. The Parties hereto shall execute any and all further documents or amendments, which either party hereto may deem necessary and proper to carry out the purpose of this Agreement.

27.2. Parties are representing that they have been advised by their own attorneys in respect to each and every section of this Agreement.

27.3. The undersigned Parent / Legal Guardian further representing that his or her decision to enter into this Web Cam Licensing and Usage Agreement was based on independent legal advice rendered to him or her by his or her own legal counsel, retained at his or her own expense.

28. CONFIDENTIALITY OF AGREEMENT: Parties are agreeing, covenanting, warranting and representing to keep the terms and the copy of this entire Web Cam Licensing and Usage Agreement confidential and not to disclose same to anyone, except as required by valid court order. This duty of confidentiality is binding upon parties' agents, owners, members, operators, managers, servants, employees, attorneys, agents, employees, employers, servants, assigns, heirs, administrators, devisees, executors, guardians, successors in interest, personal representatives, trustees, receivers, issues, and legal representatives.

29. ASSIGNMENT: This agreement may not be assigned by either party without the written consent of KRA, executed by one of the officers of KRA duly authorized to execute such assignment.

30. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, agents, trustees, receivers, assigns, delegates, legal and personal representatives, third party beneficiaries such as other relatives and grandparents of a Child so enrolled at KRA, as well as their administrators, heirs and issues of the parties.

31. ADDENDUM: All appended Addendums to this entire agreement are appended herewith, incorporated by reference and made a part of this entire Web Cam Licensing and Usage Agreement.

KIDS RULE ACCADEMY, LLC

BY: _____
As Director of Kids Rule Academy

Parents: _____
Jointly and severely
of _____ (name of child)

Address: _____

DOB: _____

Telephone Number: ()

E-mail: _____

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