

TRADEMARK LICENSE AGREEMENT

LITTLE FREE LIBRARY LTD D/B/A LITTLE FREE LIBRARY, A WISCONSIN NONPROFIT CORPORATION, HAVING ITS PRINCIPAL PLACE OF BUSINESS AT 573 COUNTY ROAD A, SUITE 106, HUDSON, WI 54016 (“LITTLE FREE LIBRARY”) PROMOTES BOOK EXCHANGES UNDER THE TRADEMARKS LITTLE FREE LIBRARY AND LITTLE FREE LIBRARY.ORG TAKE A BOOK RETURN A BOOK & DESIGN (COLLECTIVELY THE “MARKS”). “YOU” OR “YOUR” REFERS TO THE PERSON OR ENTITY REQUESTING A CABINET OR SIGN FROM LITTLE FREE LIBRARY. BY CLICKING THE “SUBMIT” BUTTON TO REGISTER YOUR LIBRARY, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS TRADEMARK LICENSE AGREEMENT (“AGREEMENT”), AND THAT THE AGREEMENT IS SUPPORTED BY GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU CANNOT REGISTER YOUR LIBRARY LITTLE FREE LIBRARY AND YOU OR YOUR ARE COLLECTIVELY REFERRED TO AS THE “PARTIES” AND INDIVIDUALLY AS A “PARTY.”

ARTICLE I - TRADEMARK LICENSE, LICENSE FEE, LIMITATIONS, AND USAGE

- 1.1 **Scope.** Subject to the terms and conditions set forth herein, Little Free Library hereby grants to You a limited, nonexclusive, nontransferable, and revocable right to use the Marks in connection with the advertising, promotion, and marketing of a book exchange during the Term of this Agreement.
- 1.2 **Limitations.** You agree that nothing in this Agreement shall give You any right, title, or interest in the Marks other than the rights expressly granted hereunder. Nothing herein shall be construed as granting You the right to transfer, sublicense, assign or authorize others to use the Marks. You will not enter into any agreement allowing another to perform any act that You are prohibited from undertaking under the terms of this Agreement. You agree not to use the Marks in any manner that would conflict with the trademark use guidelines that Little Free Library may provide to You from time to time. You shall ensure it does not negatively impact Little Free Library’s reputation or goodwill in the Marks. You acknowledge Little Free Library owns all rights, title, interest, and goodwill in and to the Marks, agree You will do nothing inconsistent with such ownership, and that all use of the Marks by You shall inure to the benefit of and be on behalf of Little Free Library. You are prohibited from reserving, registering, or using any domain name comprised in whole or in part of the Marks. You further agree that You will not use or seek to register, in any jurisdiction, a mark that contains the terms LITTLE FREE LIBRARY or any spelling variation thereof or any mark confusingly similar to the Marks.
- 1.4 **Usage.** You are authorized to use the Marks in combination with Your trademarks and company name. However, You shall not use the Marks in combination with any other names, symbols, trademarks, or in connection with other businesses, goods, or services or permit any third party to do the same without the prior written permission of Little Free Library. Any use of the Marks by You shall be in accordance with the requirements set forth in this Agreement. You agree to include trademark notices on all advertising and promotional materials for the book exchange in connection with Section 1.5. You agree

that You will not use the Marks in any manner that would give the impression that You are affiliated in any way with Little Free Library, other than as a licensee of the Marks.

- 1.5 **Notices.** You shall comply with all trademark, trade name, and service mark notice markings required by Little Free Library. Unless otherwise instructed by Little Free Library, You shall place the ™ symbol adjacent to each use of the Marks in all forms of advertising, promotion, and marketing, until such time as a registration certificate issues for the Marks at which time You shall use the ® in all forms of advertising, promotion, and marketing.
- 1.6 **Challenge.** You hereby acknowledge the validity and Little Free Library's ownership of the Marks and shall not challenge the validity of or Little Free Library's rights to the Marks.

ARTICLE II - QUALITY CONTROL

- 2.1 **Quality Control.** You agree that the nature and quality of the book exchange program including the cabinets and signage bearing the Marks and all related marketing, advertising, and promotional materials shall conform to the quality control standards provided by Little Free Library from time to time. Little Free Library shall have a continuing right to monitor the nature and quality of the book exchange program, advertising, marketing, and promotional materials and other related use of the Marks by You, as permitted under this Agreement.
- 2.2 **Compliance with Laws.** It is and shall remain Your obligation to ensure compliance with all applicable laws regarding the use of the Marks. Little Free Library makes no representations regarding the scope of its rights in any foreign countries. Any use of the Marks outside the United States of America is at Your own risk.

ARTICLE III - INDEMNIFICATION, HOLD HARMLESS, LITIGATION DEFENSE, AND ENFORCEMENT

- 3.1 **Indemnification and Hold Harmless.** Little Free Library agrees to indemnify, defend, and hold harmless You from and against any claims of trademark infringement concerning the use of the Marks in the United States of America. Little Free Library shall choose counsel to defend the claim, and all costs of such counsel shall be borne by Little Free Library. You may, at Your sole option and expense, engage Your own separate counsel to act as co-counsel on Your behalf. The exercise by You of Your option to select co-counsel shall in no way limit or modify Little Free Library's obligations set forth in this Section. Except for a trademark infringement claim based on Your use of the Marks in the United States of America, You agree to indemnify, defend and hold harmless Little Free Library, its affiliates, related companies, shareholders, directors, officers, employees, agents, successors and assigns (collectively the "Indemnified Parties"), from and against any and all claims, liabilities, penalties and damages of whatever kind, including reasonable costs, expenses and attorneys' fees, arising out of: (1) Your promotion, marketing, advertisement, or use of the Marks; (2) the promotion, marketing, advertisement, or use of the Marks by any third party as permitted under this Agreement; and (3) Your negligence relating to the promotion, marketing, advertisement, or use of the Marks. You shall choose counsel to defend the claim, and all costs of such counsel shall be borne by You. Little

Free Library may, at its sole option and expense, engage its own separate counsel to act as co-counsel on Little Free Library's behalf. The exercise by Little Free Library of its option to select co-counsel shall in no way limit or modify Your obligations set forth in this Section.

- 3.2 **Infringement Defense.** Subject to the obligations under Section 3.1, the Party being indemnified shall: (a) cooperate in all reasonable respects in connection with such defense; and (b) not admit any liability or settle, compromise, or discharge any claim without prior written consent.
- 3.3 **Enforcement.** Little Free Library shall be under no duty and have no obligation to bring suit or abate infringement of the Marks by any third party.

ARTICLE IV - TERM AND TERMINATION

- 4.1 **Term.** This Agreement shall remain in effect until terminated according to the terms of this Agreement (the "Term").
- 4.2 **Termination** Either Party may terminate this Agreement upon 30 days written notice to the other Party.
- 4.3 **Termination by Licensor.** Little Free Library may terminate this Agreement immediately if You use of the Marks in an inappropriate manner, including, but not limited to, any use that may tarnish or disparage Little Free Library.
- 4.4 **Effect of Termination.** Upon termination of this Agreement, You agree to immediately discontinue all use of the Marks, to cease all promotion, advertising, and marketing of the Marks, and to destroy all printed materials bearing the Marks.

ARTICLE V – DISCLAIMER AND LIMITATION OF LIABILITY

- 5.1 Under no circumstances shall Little Free Library be deemed to have endorsed or joined in any guarantee or warranties made by You.
- 5.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL LITTLE FREE LIBRARY OR ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, OR AFFILIATES BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOST TIME, LOST SAVINGS, FOR BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR BOOK EXCHANGE HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (TORT, CONTRACT OR OTHERWISE) AND EVEN IF LITTLE FREE LIBRARY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR

CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT, SHALL LITTLE FREE LIBRARY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF MONIES YOU HAVE PAID TO LITTLE FREE LIBRARY. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

ARTICLE VI – MISCELLANEOUS

6.1 **Assignment.** You may not assign or transfer by operation of law this Agreement without Little Free Library's prior written approval. The assigning Party shall expressly require its assignee to assume all of the assigning Party's obligations and liabilities under this Agreement.

6.2 **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

6.3 **Complete Agreement and Amendments.** This Agreement contains the complete agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, which may have related to the subject matter hereof in any way. This Agreement may not be amended except by a written instrument signed by the authorized representatives of the Parties hereto.

6.4 **No Waiver.** Either Party's failure to enforce any provision of this Agreement or to require performance by the other Party shall not be construed as a waiver of such provision nor affect the validity of the Agreement or any part thereof, or either Party's right to enforce any provision thereafter.

6.5 **Counterparts.** This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party, but all such counterparts taken together will constitute one and the same instrument.

6.6 **Governing Law.** The law, without regard to conflicts of laws principles, of the State of Minnesota will govern all questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement.

6.7 **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and their permitted assigns and nothing herein express or implied shall give or be construed to give to any person or entity, other than the Parties hereto and such permitted assigns, any legal or equitable rights hereunder.

6.8 **Interpretation.** Article titles and headings to sections herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. The Parties acknowledge that they have been represented by their own legal counsel, have thoroughly read and understand the terms of this Agreement, and are voluntarily

entering into this Agreement. The Parties acknowledge and agree that any statute or rule of construction providing that ambiguities are to be resolved against the drafting Party does not apply to the interpretation of this Agreement.

6.9 **Forum**. Any dispute arising out of or in connection with this Agreement, or arising out or in connection with the relationship between the Parties shall be settled by filing a claim or suit in an appropriate court in Minnesota and in no other forum.

6.10. **Attorneys' Fees**. If either Party commits a material breach of this Agreement, then the breaching party will have 30 calendar days to cure the breach calculated from the date the breaching party receives written notice from the nonbreaching party specifying the nature of the breach. For the purpose of this Agreement, an alleged breach is deemed to be "cured" if the nonbreaching party agrees in writing that the alleged breach has been cured. The Parties agree that acknowledging the cure of an alleged breach will not be unreasonably withheld. In the event that the breaching party fails to cure an alleged breach and the nonbreaching party is compelled to enforce the terms of this Agreement, the prevailing party is entitled to recover, in addition to statutory costs of litigation, its costs to enforce the terms of this Agreement including, without limitation, all attorneys' fees.

6.12 **Authority to Sign**. The Parties represent that each has the full and necessary authority to enter into this Agreement and can bind the Party to all terms and conditions of this Agreement, and that the Parties are each fully capable of performing all terms and conditions of this Agreement.