



345 E. Toole Ave.
Tucson, AZ 85701
phone 520-322-0895

Standard Terms and Conditions for Digital Marketing Services

AGREEMENT DETAILS

ORDERS FOR ADVERTISEMENTS:

These Standard Terms and Conditions, together with the preceding quote (collectively, the "Agreement") govern the terms under which Madden Media (MM) may manage digital campaigns for the ADVERTISER. References to "ADVERTISER" in these Standard Terms and Conditions means the "ADVERTISER" as specified in the preceding quote.

Term: This Agreement shall commence on the effective date as indicated by signing and shall remain in effect through the quoted program's end.

Indemnity and Hold Harmless: ADVERTISER agrees to indemnify, defend, protect and hold free and harmless MM and its officers, members, directors, and employees from and against any and all liabilities, damages, costs, expenses, obligations, claims, fines, penalties or losses, including but not limited to all attorney's fees and other costs of defense, arising in any way from the fault or negligence of ADVERTISER, its agents, employees, and sales personnel or from the publication of any editorial or ADVERTISER materials supplied by ADVERTISER, including, without limitation, any such liability arising out of copyright, privacy, or antitrust. ADVERTISER shall not, however, be liable hereunder for any damages or other losses set forth above which are caused by the fault or negligence of MM.

MM does hereby indemnify and hold harmless ADVERTISER and its officers, members, directors, and employees from any liability, damages, costs, expenses, obligations, claims, fines, penalties or losses, including but not limited to all attorney's fees and other costs of defense, arising in any way from the fault or negligence of MM, its agents, or employees or from the publication of any material supplied by MM. MM shall not, however, be liable hereunder for any damages or other losses set forth above which are caused by the fault or negligence of ADVERTISER.

Taxes: All tax and other returns required by city, local, state or federal laws or regulations with respect to the performance of this contract or otherwise in connection with the business of MM and all payments due thereon, and all fees or other payments due in connection therewith, including generally, but not limited to, income or other tax withholding, social security, unemployment compensation, disability coverage and other taxes shall be made, filed and paid by MM, and MM shall hold ADVERTISER harmless from any liability with respect thereto.

Assignment: MM's services hereunder are personal in nature. This Agreement may not be assigned or transferred by MM without the prior written consent of ADVERTISER.

Modification: This Agreement may only be modified in writing and signed by both parties hereto.

Confidentiality: Information that is disclosed by one party to the other party, and that is marked "confidential," or which under the circumstances ought reasonably to be treated as confidential information (including this agreement), will be treated as confidential by you. You will not disclose to a third party such information or use such information other than for the purpose for which it was provided without the written consent of us. This limitation will apply for a period of one (1) year after disclosure of such confidential information. The foregoing limitations do not apply to the extent such information: (a) is or subsequently becomes publicly available other than through a breach of these limitations; (b) is already known to the receiving party at the time of disclosure; (c) is developed by the receiving party independent of such information; or (d) is rightfully received from a third party without restrictions on disclosure or use.

MM and ADVERTISER collectively agree to keep the terms of this Agreement and all information pertaining to the advertising sales and other information pertaining to either party's business strictly confidential except as may be required to sell Advertising. Disclosure by MM or ADVERTISER to its attorneys, accountants, or tax advisors and sales representatives, or as may be required by law to any governmental agency or authority or to a court or arbitrator shall be conditioned on all reasonable steps being taken to maintain the confidentiality of the terms of this Agreement. Either party shall notify the other party promptly if any such disclosure is requested or required. Neither party shall issue any press releases or public announcements pertaining to this Agreement or the Advertising Sales unless such releases or announcements have been approved by the other party prior to issuance.



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Responsibility for Advertisements: ADVERTISER represents and warrants to MM that it is fully authorized to deliver, and authorizes MM to deliver on its partners' behalf, content through advertisements (including, without limitation, all content such as text, graphics, URLs, and sites to which URLs are linked), and that all content complies with all applicable laws and regulations. If an agency is entering into this Agreement on behalf of an ADVERTISER, Agency agrees to the foregoing representations and also represents and warrants that it is the authorized agent of ADVERTISER, and ADVERTISER is not, as of the date of this Agreement, in material breach of any agreement with or in default with respect to any amount owed to Agency. It is the responsibility of ADVERTISER or ADVERTISER to inform MM of removed or relocated web content that may adversely affect the advertisements' ability to deliver appropriate content to visitors. MM will not be held liable for any clicks delivered to removed or relocated web content, such as those resulting in an HTTP 404 error response code.

Miscellaneous: This Agreement shall be construed and controlled by the laws of the State of Arizona. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications. This Agreement does not constitute an offer by MM and it shall not be effective until signed by ADVERTISER. ADVERTISER will not have direct access to bid management interface, advertising platforms, or metrics such as cost per click incurred and cost per thousand impressions incurred. All platform accounts and contents therein will remain the intellectual property of MM during and after the program described with this MA. MM will pay all media costs directly to 3rd party vendors.

Counts and Make Goods: MM counts instances of Content being delivered based on requests, and MM will issue monthly tracking reports on that basis. ADVERTISER will only be privy to results of their individual advertising or the cumulative results of their program when sponsoring a cooperative initiative. If MM fails to deliver the contracted impressions during the contract term, ADVERTISER's sole remedy for such failure will be an extension of this Agreement until the contracted deliverables are provided in full. The final determination of delivery will be as reported by MM's ad server platforms. MM will not be liable for impressions or other delivery discrepancies between said platforms and ADVERTISER's 3rd party ad tagging. MM guarantees costs and assumes all risks based on current levels of online inventories and marketplace demand. In the event, and only in the event, market conditions shift to prevent the execution of the contract as contemplated by the parties, ADVERTISER and MM may mutually agree to alter the agreement terms or either party may terminate the contract upon 10 business days' notice in party's sole discretion.

Commitment and Payment Terms: Unless otherwise agreed upon, ADVERTISER will be billed in full upon advertising campaign activation. MM will invoice ADVERTISER for all fees under this Agreement, and ADVERTISER will pay MM all invoiced amounts within 30 days after the date of the invoice to MM. MM may remove any advertisements and cancel any Agreement, if ADVERTISER is in default of its payment obligations. Amounts due hereunder do not include taxes or other government fees, the computation and payment of which (other than taxes on MM income) is the responsibility of ADVERTISER.

Reporting: MM will provide monthly reports, at a minimum, taken directly from the applicable advertising account(s) demonstrating key metrics such as clicks, impressions and click-through rates. ADVERTISERS will only be privy to results of their individual advertising or the cumulative results of their program when sponsoring a cooperative initiative.

Independent Status: The parties intend that an independent contractor relationship will be created by this Agreement. Nothing in this Agreement shall be construed as making the parties joint venturers or as making either party or any of its employees the employee of the other.

Covenant Not to Divert: During the term of this agreement and for a period of one (1) year thereafter, the parties will not directly or indirectly solicit, induce, attempt to induce, or endeavor to entice away any employee of the other party, whether for their own account or for the account of a third party.