

Standard Terms and Conditions for Professional Services

AGREEMENT DETAILS

These Terms and Conditions, together with the preceding quote (collectively, the "Agreement") govern the terms under which Madden Media (MM, "Agency") may provide Madden's Professional Services to the CLIENT. References to "CLIENT" in these Terms and Conditions means the "ACCOUNT" 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.

Purpose: Under this Professional Services Agreement ("Agreement") Madden Media (MM, "Agency") shall provide professional agency services that may include: strategic planning, public relations, advertising, creative, digital marketing, website development, search engine marketing, social media, digital media planning/buying, and other marketing services (collectively, the "Services") as agreed to between Madden Media and CLIENT ("Client"). Agency and Client may each be individually referred to as a "Party" and collectively as the "Parties" in this Agreement.

Budget Commitment: Agency has based this Agreement on Client's total purchase commitment **indicated on preceding quote** to be allocated evenly across the term unless otherwise indicated on the quote. Agency recognizes the importance of transparency and, upon request, will provide Client with all records relative to Services provided to Client under this Agreement.

Task Orders: Services provided under this Agreement, will be set forth and priced through individual task orders delivered in advance to Client. Each task order shall include a description and total cost estimate for each proposed Service. Agency shall not undertake performance of any Services listed in a task order without the prior written approval of Client. Services to be provided by Agency in individual task orders may include the following:

- Account Service
- Media Planning & Buying
- Creative Production & Services
- Website Development
- Results Tracking, KPIs, & Metrics
- Content creation and paid distribution

This individual "task order" approach provides a performance-first model that provides the flexibility to the Client to identify and optimize their purchasing efforts via an agency marketing calendar.

Payment: Unless otherwise agreed upon, CLIENT will be billed in full the month following services activation. MM will invoice CLIENT for all fees under this Agreement, and CLIENT will pay MM all invoiced amounts within 30 days after the date of the invoice to MM. 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 CLIENT.

Indemnity and Hold Harmless: Client does hereby indemnify and hold harmless Agency 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 Client's performance of this Agreement, including without limitation, the fault or negligence of Client, its agents, or employees from the publication of any material supplied by Client. Client shall not, however, be liable hereunder for any damages or other losses set forth above which are caused by the fault or negligence of Agency.



phone 520-322-0895

Agency does hereby indemnify and hold harmless Client 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 Agency's performance of this Agreement, including without limitation, the fault or negligence of Agency, its agents, or employees from the publication of any material supplied by Agency. Agency shall not, however, be liable hereunder for any damages or other losses set forth above which are caused by the fault or negligence of Client.

Taxes:

All tax and other returns required by city, local, state or federal laws or regulations with respect to the performance of this Agreement or otherwise in connection with the business of Agency 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 Agency, and Agency shall hold Client harmless from any liability with respect thereto.

In addition to the contract value, CLIENT agrees to pay any and all sales, value added and other taxes levied or assessed by any government authority by reason of this Agreement and which are at law collectible from the CLIENT. MM reserves the right to apply and charge sales tax as required by any government authority.

Assignment:

Neither party shall have any right or ability to assign, transfer, or sublicense any obligations under this agreement without the prior written consent of the other party (and any attempt will be void), except that either party may (without consent) assign and transfer this Agreement and its rights and obligations hereunder to any successor to substantially all of its business to which this agreement relates.

Modification:

This Agreement may only be modified in writing and signed by both Parties hereto.

Independent Contractor 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.

Ownership:

All campaigns, creative, social media channels, slogans, artwork and digital assets, written materials, drawings, photographs, graphic materials, film, music, transcriptions, or other materials produced by Agency pursuant to this Agreement (collectively, the "Work Product") are the property of the Client.

Professional Services Warranty.

Madden Media warrants that: (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform Professional Services, has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Professional Services in accordance with the SOW; and (b) the Professional Services will be performed for and delivered to Customer in a good, diligent, workmanlike manner in accordance with industry standards, laws and governmental regulations applicable to the performance of such services. Madden Media's ability to successfully perform such services is dependent on Customer's provision of timely information, access to resources, and participation. If, through no fault or delay of Customer, the Professional Services do not conform to the foregoing, and Customer notifies Madden Media within 10 days of delivery of the Professional Services, Customer may require Madden Media to re-perform the non-conforming portions of the Professional Services.

Miscellaneous:



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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 the Agency and it shall not be effective until signed by Client. Agency will pay all media costs directly to 3rd party vendors and provide the Client with real-time reporting and any custom reports upon request.

Amendment:

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by each of the Parties.

Notices:

Notice may be provided by personal service, regular mail, certified mail, overnight mail with proof of delivery, facsimile with proof of transmission, or by email provided receipt is acknowledged. By written notice to the other, either Party may change its mailing address or correspondence information.

Execution in Counterparts:

This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Signatures transmitted via facsimile or portable document format ("pdf") to other Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

Warranty of Authority:

Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the Party indicated, and each of the Parties by signing this Agreement warrants and represents that such Party is legally authorized and entitled to enter into this Agreement.