

Advertising Contract Agreement

New Contract ☐ Renewal ☒ Rework ☐ IncreaseContract Term: ☒
12 Months

Contract Start Date: Feb. 1, 2018 Contract End Date: Jan. 21, 2019

Account Information	Account Name: City of Deer Park	Account Number:
	Agency Name:	
	Street Address: 710 E San Augustine	
	City: Deer Park	State: TX Zip Code: 77536
	Contact: Shannon Bennett	Phone: 281-478-7247
HC MG	Contact Email: sbennett@deerparktx.org	Web Address (URL):
	Rep:	Rep Sales#: Manager:
	Team:	Director:

Products and Packages	Online Presence	Display Advertising
	<input type="checkbox"/> New URL <input type="checkbox"/> Transfer URL	<input type="checkbox"/> Desktop <input type="checkbox"/> Desktop/Mobile <input type="checkbox"/> Mobile <input type="checkbox"/> Pre-roll (video)
	Essential Website \$	Chron.com banners ads (25,000).....\$
	Essential Prime Website \$	Chron.com banner ads (50,000)\$
	Advantage Website \$	Chron.com banner ads (75,000)\$
	Custom Website (Quote Required) \$	Chron.com banner ads\$
	Search Engine Optimization	# of impressions
	Content creation & optimization..... \$	Audience Extension\$
	Search commands & linking \$	Hearst First Audience (Core Audience).....\$
	SEO Advanced – Managed: < 9 Keywords \$	Mobile geo-fence/geo-conquest.....\$
	SEO Advanced – Custom: # Keywords \$	Native Advertising
	Paid Search Advertising	Storyteller – Guaranteed 2,000 engagements\$
	\$50 - \$999 search spend (+35% mgmt. fee below) \$	Storyteller – Guaranteed 4,000 engagements\$
	\$1,000 + search spend (+30% mgmt. fee below) \$	+ Reverse publish to print\$
	Management fee \$	Merchant Profile (includes print)\$
	Reputation Management	Edition
	Online visibility, brand monitoring & response management \$	Print Advertising
	Marketing Automation	Houston Chronicle\$
	Emails & texts to new & repeat customers \$	Houston Community Newspapers.....\$
	Email Promotions	Zone/Edition
Targeted emails sent monthly / 2,500/month \$	Special Editions\$	
Targeted emails sent monthly / 7,500/month \$	Edition	
Targeted emails sent monthly / 20,000/month \$	Notes	
Targeted emails custom deployment..... \$	During the period of this agreement, the fee rate for advertisements will be \$19 PCI for any of the 24 HCN newspapers. HCN agrees to mail affidavits and tear sheets within one week of newspaper publication.	
# of emails in deployment	HCN also agrees to provide the city a 15% discount off the open rate for employment advertisements to be published in any of our 24 newspapers that the city chooses.	
Social Media Marketing		
Social monitoring & content creation \$		
Facebook Advertising / 250 clicks \$		
Facebook Advertising / 500 clicks \$		
Facebook Advertising \$		
# of clicks		

Total Startup Fee: \$ N/A

Total Monthly Rate: \$ N/A

Total Contract Amount: \$ N/A

By signing below Customer agrees to purchase and pay for the above advertising and digital marketing services from the Houston Chronicle (the "Company"), as referenced in above, subject to the Company's current rate cards, and the terms and conditions attached hereto and expressly incorporated herein by reference, found at: <https://hearstlocal.com/terms>. The services will be billed on a monthly basis as detailed in the form above. For any your convenience, this agreement will automatically renew at the end of the initial twelve month term for an additional 30-day period. For any agreement terminated prior to the end of the initial term, the following charges will apply: (a) the unpaid amounts relating to any website build, and (b) 50% of the remainder of all other fees due for the period following the effective date of termination. All such amounts will be due and payable to Company within 30 days of termination. All set-up fees charged in connection with this agreement are non-refundable. The individual who executes this agreement represents that he or she is expressly authorized to bind the Customer on whose behalf the commitments set forth herein are made.

Privacy: (1) For each Customer website on which Company will place a pixel and/or other tracking technology needed to perform the services, and for so long as such pixel and/or other tracking technology will be deployed, Customer will conspicuously display a privacy policy or notice that (a) explains [Customer's] privacy practices regarding the website; (b) identifies the collection and use of information gathered through cookies, pixels, web beacons and other tracking technologies, as applicable, and (c) offers individuals an opportunity to opt out of the collection and use of their data, as required by applicable laws and industry standards. (2) Customer complies with applicable laws, including any privacy and information security laws, regarding the collection, processing, use and storage of personal information obtained through Customer's website(s). (3) Customer shall not provide to Company any protected health information ("PHI") subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, unless Customer has notified Company in writing at least thirty (30) days prior to providing any PHI and, if necessary, executed a Business Associate Agreement (BAA) agreed to by Company.

Name:	Title:
Authorized Signature:	Date:
Rep:	Date:
Manager:	Date:

TERMS & CONDITIONS (1/3)

PROVISION

Of Digital Marketing Services. Digital Marketing Services provided by Company may include, but are not limited to, (a) a published advertisement on the Internet ("Digital Advertising") and/or (b) a website or a landing page hosted or developed on behalf of Customer (a "Website") or other digital marketing services, potentially using one or more third-party vendors (each, a "Vendor"). Provision and use of the Digital Advertising is subject to all applicable Company policies (including without limitation Company's editorial and privacy policies), as well as the policies of any network of associated internet portals, social networks and search engines used in connection therewith ("Partner Properties"). Such policies may be modified at any time. Company may modify the Digital Advertising to comply with any Company, Internet, or Partner Property policies. Customer shall be responsible for protecting his, her or its passwords and takes full responsibility for its own, and any third party, use of its accounts. Digital Advertising may be placed on (a) any content or property provided by Company or its affiliates, or (b) any other content or property provided by a Partner Property. The Internet page and location on an Internet page of Digital Advertising, as well as the other contents of any page containing any advertisement, shall be determined by Company, its Vendors or Partner Properties in their sole discretion. Except for Digital Advertising that is designated to be placed on a specific Internet page that is expressly agreed to in writing by Company, no advertisement will appear on any specific page or in any specific location on a page and no page containing the Digital Advertising will also contain any specific content or be free of any specific content.

DOMAIN NAMES

The Company may, in connection with the agreement, purchase or otherwise acquire one or more URLs for its use in providing the Digital Marketing Services (the "Domain Names"). Such Domain Names may include references to Customer and its business, including trademarks owned by Customer. Customer hereby grants Company a license for the use of any such trademarks in such Domain Names and Customer acknowledges that Company will own all right, title and interest in such Domain Names and that Customer has and will not make any claim to such Domain Name.

SUSPENSION

The Company may immediately cancel any Digital Advertising or this agreement at any time with notice (additional notice is not required to cancel a reactivated account). In the event Customer fails to meet payment terms, Company reserves the right to suspend fulfillment of the services to be provided hereunder. In such case, a suspension fee, as determined by Company, of an amount equal to the balance of Vendor fees required to fulfill the entire order may be applied to Customer's account. Customer acknowledges acceptance of responsibility for payment of such suspension fee in addition to all other monies owed. Company may modify these Terms at any time without liability and use of the Digital Advertising after notice that Terms have changed indicates acceptance of the Terms. These Terms will survive any expiration or termination of the agreement. In addition, Customer authorizes Company at its sole discretion to publish additional advertising on behalf of Customer, so long as the publication of such advertising is without charge to Customer. The Customer consents to Company's use of call reporting, website usage reporting, ads/ad copy, and other information obtained through the provision of advertising and the use of the tracking numbers and URLs for promotional or other purposes.

CONTENT/INTERACTION

The Company may require that Customer submit certain information, including without limitation, text, audio, video, domain names, logos, pictures, slogans, text, graphics or other content ("Customer Content") for Company's use and re-publication in connection with the purchased services. Failure by Customer to provide such Customer Content may prevent Company from providing the Digital Marketing Services and in such event Company, in its discretion, may make certain assumptions to fulfill the Digital Marketing Services and include Company-selected content in place of Customer Content. In the event of such failure by Customer, Customer remains obligated to all Terms including the obligation for full and timely payment of the Digital Marketing Services including those instances in which the Customer disagrees with or requests changes to assumptions made by Company in the provision thereof. For services purchased as set forth in the agreement which require Customer review, approval, or other action, Company shall contact such Customer with the request for review, approval, or other action, and if Company receives no response within two weeks of such review, approval, or other action request, Customer shall be deemed to have accepted the services as produced and provided by Company. For such services that require review, approval, or other action, Company will be allowed to move forward with live activation of such services following Customer's review, approval, or other action (or deemed acceptance as set forth above) and any subsequent requests of Customer will be implemented once the services have "gone live." Company shall in no way be responsible for any actual or perceived deficiencies in service performance resulting from Customer's lack of response to Company's request for review, approval, or other action.

PROOFS

The Company shall send to Customer a proof of any printed advertisement that is a display advertisement to be published pursuant to this agreement so long as such advertisement, as proposed by Customer, is received by Company no less than 30 days prior to the sales close date specified by Company, in its sole discretion, (the "Sales Close Date"). Customer shall not be entitled to receive a proof of any Digital Advertising, Website or other printed advertisement.

CANCELLATION/RENEWAL

Any order for Digital Marketing Services may only be canceled if written notice of such cancellation is received by Company not more than three (3) days following the signature date as expressed on the face of this agreement. Digital Advertising will be continuously maintained by Company on the Internet for a minimum of twelve (12) months, as per the specific product characteristics and parameters of the Digital Advertising, after which it may be cancelled by Customer or Company upon thirty (30) days' prior written notice to the other. Upon any such cancellation, Customer shall not be entitled to a refund of any amount previously paid to Company. Company shall further have the right to terminate these Terms at any time should any payments due hereunder by Customer remain outstanding and unpaid for longer than 60 days. In such case, in consideration of the upfront costs incurred by Company to implement the Digital Advertising on Customer's behalf, Company shall have the right to seek payment from Customer of what Customer would have owed should such service have continued for the duration of the twelve (12) month period referenced herein and Customer shall promptly pay any such amounts sought by Company.

VENDOR TERMS & CONDITIONS

Additional terms and conditions as required by Company's Vendors may be applicable dependent upon type of product and/or services provided. By agreeing to these terms and conditions, Customer explicitly agrees to any applicable Vendor terms and conditions. To the extent that there is any inconsistency between the terms and conditions of this agreement and such additional terms and conditions, the former shall control.

PROHIBITED USES

The Customer shall not authorize any party to: (a) generate automated, fraudulent or otherwise invalid impressions or clicks; or (b) advertise anything illegal or engage in any illegal or fraudulent business practice in any state or country where Digital Advertising is displayed. Customer acknowledges and agrees that the violation of these policies may result in immediate termination of this agreement without notice and may subject the Customer to legal penalties and consequences.

REPRESENTATIONS/WARRANTIES

Grant of Rights. Customer represents and warrants to Company and each Vendor, that (a) Customer has the right to use as contemplated by the agreement (i) all Customer Content and any additional content furnished and included in connection with this agreement, (ii) all links from a Website to other websites requested by Customer, and (iii) Customer owns or has rights to all copyrights, trademarks, service marks, trade secrets and other intellectual property rights relating to any Customer Content and (b) all information (including, but not limited to, name, address and telephone number) furnished by Customer in connection with the agreement ("Customer Information") is correct and not misleading in any respect. Customer grants Company a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Customer Content in any and all media or distribution methods (now known or later developed). Company may modify or adapt Customer Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to Customer Content as are necessary to conform and adapt Customer Content to any requirements or limitations of any networks, devices, services or media. Company may also modify or adapt Customer Content for editorial purposes. Company reserves the right at all times (but will not have an obligation) to remove or refuse to distribute any Customer Content on the Internet or any Partner Property for any reason including but not limited to a Partner Property disallowing any commercial activity. Company reserves the right to access, read, preserve, and disclose any information as Company reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce this agreement, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Company, its users and the public.

INDEMNIFICATION

The Customer shall indemnify, defend, and hold harmless Company and each Vendor from and against each expense, claim, cost, damage, demand, liability and loss (including, but not limited to, all fees and disbursements of counsel) incurred by Company or any Vendor and directly or indirectly relating to any warranty or representation made in the agreement by Customer being untrue or misleading in any respect, any failure by Customer to perform any obligation pursuant to the agreement, any Customer Content, any Customer Information, the Services provided hereunder, or any other aspect of this agreement.

PLACEMENT

The page and location on a page of any Digital Advertising, as well as the other contents of any page containing any Digital Advertising, may be determined by Company, in its sole discretion. No Digital Advertising will appear on any specific page or in any specific location on a page and no page containing any Digital Advertising will also contain any specific content or be free of any specific content.

TERMS & CONDITIONS (2/3)

LIABILITY LIMITATIONS

(a) Customer acknowledges that (i) Company processes many advertisements and other products, (ii) despite Company's reasonable efforts, inevitably publishing errors may from time to time occur, and (iii) the prices charged by Company assume the enforceability of the limitations on liability provisions set forth in this Section and that such limitations are a reasonable allocation of the risk of any publishing error occurring between Customer and Company. (b) No error in any Digital Advertising or Website shall affect the obligation of Customer to pay the full amount therefor (including, but not limited to, the Digital Advertising or Website, as applicable, containing such error). The only obligation of Company and/or Vendor with respect to any error in any Digital Advertising or Website is to correct such error after written notice of such error is received by Company from Customer. (c) Company and /or Vendor shall have no liability to Customer with respect to any error in, or otherwise with respect to, any Digital Advertising or Website published, without charge to Customer and for which a specific charge is not allocated in the agreement. (d) REGARDLESS OF THE NATURE OF ANY CLAIM MADE AGAINST COMPANY AND/OR VENDOR, WHETHER IT BE IN TORT, BREACH OF CONTRACT OR SOME OTHER CAUSE OF ACTION, AND WHETHER IT ALLEGES NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR OTHER TORTIOUS ACTION BY COMPANY AND/OR VENDOR, THE LIABILITY OF COMPANY AND/OR VENDOR ARISING PURSUANT TO THE AGREEMENT, IF ANY, SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER PURSUANT TO THE AGREEMENT WITH RESPECT TO THE DIGITAL ADVERTISING OR WEBSITE OR DIGITAL MARKETING SERVICE GIVING RISE TO SUCH LIABILITY. COMPANY AND/OR VENDOR SHALL NOT INCUR ANY LIABILITY TO CUSTOMER IN CONNECTION WITH ANY CLAIM ARISING PURSUANT TO THE AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER SIMILAR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS) INCURRED BY CUSTOMER, EVEN IF THE POSSIBILITY OF SUCH DAMAGES COULD HAVE BEEN FORESEEN BY COMPANY AND/OR VENDOR, OR FOR ANY FAILURE TO PERFORM ANY OBLIGATION DUE TO CAUSES BEYOND ITS REASONABLE CONTROL.

REJECTION

The Company reserves the right to reject, whether before or after the date of the agreement, any Digital Advertising or Website that, in the sole discretion of Company, is illegal, offensive, obscene or contrary to the business interest, goodwill or reputation of Company or any Vendor or for any other reason in the sole discretion of Company. If any Digital Advertising or Website is rejected by Company pursuant to the preceding sentence, Customer shall not have any recourse against Company or any Vendor for such rejection, except that Company will refund to Customer an equitable portion of any amount previously paid to Company with respect thereto, with such portion to be determined by Company, in its reasonable discretion.

TAXES

Any sales, use or other tax imposed by any governmental authority on any amount payable by Customer in connection with the agreement or otherwise relating to the agreement shall be payable by Customer to Company upon demand.

PAYMENTS

All amounts payable by Customer pursuant to the agreement shall become due as set forth in the agreement. Customer shall pay to Company interest on any amount that is not paid pursuant to the agreement, when due, until such amount is paid at a rate equal to the lesser of 18% per year or the maximum amount permitted pursuant to applicable law. All interest payable pursuant to this paragraph shall be payable on demand.

COLLECTION EXPENSES

If Customer fails to pay any amount pursuant to the agreement, when due, Customer shall reimburse Company on demand for all costs and expenses incurred by Company in collecting such amount (including, but not limited to, all fees and disbursements of counsel) and/or any collection agency of Company. If Company uses an attorney or collection agency to collect any amount becoming due pursuant to the agreement and such attorney or collection agency is compensated on a contingency fee arrangement, Customer shall pay as fees, in the case of counsel, 30% of such amount and, in the case of a collection agency, 10% of such amount. Customer shall also pay to Company on demand an amount equal to \$30.00 for each check that is issued by Customer in connection with the agreement and that is returned unpaid for any reason.

POSTPONEMENTS / CANCELLATIONS

The Company may, in its sole discretion, postpone or cancel publication of any Website or providing any other Digital Advertising or service to which the agreement relates. Company shall have no liability to Customer for doing so beyond refunding, or crediting the account of Customer for, any amount specifically paid for any Digital Advertising or Website that is affected by such cancellation.

DISCLAIMER

COMPANY AND EACH VENDOR MAKE NO WARRANTY OR REPRESENTATION TO CUSTOMER WITH RESPECT TO THE AGREEMENT, ANY DIGITAL ADVERTISING, DIGITAL MARKETING SERVICES, ANY WEBSITE OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, ANY GUARANTY THAT CUSTOMER WILL EXPERIENCE ANY SPECIFIC RESULTS FROM ANY SUCH SERVICES, DIGITAL ADVERTISING OR WEBSITE).

THIRD-PARTY BENEFICIARIES

Each Vendor shall be a third-party beneficiary of all provisions of these Terms relating to them. They may at any time enforce such provisions in their own name.

MISCELLANEOUS

The agreement (a) shall be governed by, and interpreted in accordance with, the laws of the state of New York, without regard to principles of conflicts of law, (b) except as provided in paragraph 5, constitutes the entire agreement between Company and Customer with respect to the subject matter of the agreement, (c) supersedes all course of dealing and other conduct previously pursued, and each oral or written agreement and representation previously made, by Company with respect to such subject matter, (d) shall be binding upon and inure to the benefit of Company and Customer, and the successors and assignees of Company and Customer, except that no right or obligation of Customer pursuant to the agreement may be assigned by Customer without first obtaining the written consent of Company, and (e) may only be amended in writing duly executed by Company and Customer.

SEARCH ENGINE OPTIMIZATION

Pursuant to the agreement, Customer requests that Company provides certain Digital Advertising aimed towards optimizing certain search engine results for Customer advertisements on the Internet (the "SEO Service"). The SEO Service does not include paid search engine placements offered by certain search engine companies. Customer acknowledges that the SEO Service is aimed towards optimizing the SEO Service Domain Names and the Internet which they direct a user to and that the SEO Service is not intended to optimize any other domain name or website, including Customer's own domain name or websites. Customer acknowledges that Company will use reasonable efforts to perform the SEO Service; but that no guarantee can be made that the Internet's search ranking position will be maintained or optimized. In addition, Customer acknowledges that there are risks associated with search engine optimization methods generally, some of which will be employed by Company in performing the SEO Service, which could damage search ranking position and Company will have no liability in such case or for any other unfavorable ranking results whether as a result of the SEO Service or otherwise. Search engine companies change their ranking algorithms periodically, and as such, search ranking positions will fluctuate and cannot be guaranteed by Company. Any other changes to search engine sites that cause unfavorable ranking results are out of Company's control and Company cannot be held responsible for such actions or occurrences. The search ranking position shall have no effect on the obligation of Customer to pay the full amount for any SEO Service. Company reserves the right to change optimized URL(s) during the life of the service at Company's sole discretion. If Customer has purchased the Managed or Custom Search Engine Optimization product ("SEOM or SEOC") the following additional terms apply: Company may make updates, changes or enhancements to Customer's websites. Customer acknowledges no updates, changes or enhancements to Customer's websites by Company, even those that may be deemed by Customer and/or Company to have been made in error, shall affect the obligation of Customer to pay the full amount for the SEO. Should Company acknowledge any change was made in error, the only obligation of Company with respect to any such error is to correct such error after notice of such error is received by Company from Customer. Under no circumstances will Company be responsible or liable, financially or otherwise, for any impact of Company initiated changes including errors, other than as stated in the aforementioned sentence.

SEARCH ENGINE MARKETING

Pursuant to the agreement Customer may request Company to provide Digital Advertising in the form of creation and placement of ads on Partner Property. ("SEM") Due to the variable results of SEM, product fulfillment may vary from targeted levels by as much as 50% in any given month of the term of the agreement. In order to compensate for this variance or for any other reason, Company may, in its sole discretion, adjust the campaign fulfillment duration of the agreement to match delivered fulfillment levels on a monthly basis. Adjustment of campaign duration shall not affect the obligation of Customer to pay the full amount noted on the order. In the event that Company performs any SEM pursuant to the Services performed hereunder and there is a credit to Customer's account of less than \$10.00 after such SEM has been performed, Company shall not be required to perform any SEM to offset such balance or to refund Customer the cash equivalent thereof. As part of an SEM order, the Customer may choose to have an RCF number included as an additional feature. Customer will be required to sign an RCF consent form at the time the SEM order is placed with Company. By signing the consent form, the Customer acknowledges and accepts all related RCF terms and conditions as stated in Item 28 "Local Track – RCF" of this advertising agreement.

TERMS & CONDITIONS (3/3)

WEBSITES / E-COMMERCE

Pursuant to the agreement, Customer may request that Company provide Digital Advertising in the form of creation and maintenance of a website or mobile website on Customer's behalf. Company reserves the right in its sole discretion to refuse to sell and design Websites to a Customer who requests a site which Company deems is, including but not limited to, unlawful or inappropriate, constitutes harassment, racism, violence, obscenity, harmful intent, spamming, contains unacceptable adult content, commits a criminal offence, or commits privacy or copyright infringement at the sole discretion of Company. Customer may use the Digital Advertising purchased for the creation and maintenance of an interactive online store ("Store") for the sale of goods and services. Customer acknowledges and agrees that Customer will be solely responsible for all goods and services offered at and sold through the Store, including any claim, suit, penalty, tax, fine, penalty, or tariff arising and/or any failure to comply with any laws, taxes, and tariffs, from the Client's exercise of Internet electronic commerce through the website and/or Store. In conjunction with the creation of such a Store, the Customer may choose to add a bolt-on application which may facilitate financial transactions including payment processing. Customer acknowledges the payment processing platform is an application provided by a separate Party from Company and that Company has no liabilities or responsibilities for any interactions between the Customer and the payment processing platform provider or the transactions that may result from the use of such a platform. It is at the discretion of the Customer whether to engage in a relationship with a payment processing platform provider, of which the Company is not a Party thereof.

SOCIAL MEDIA SERVICES

Pursuant to the agreement, Customer may request that Company provide Digital Advertising in the form of performing certain services for the purpose of creating advertisements on social networking sites (the "SMM Service") on Customer's behalf. Customer authorizes Company to act on Customer's behalf in communications with social networking sites, and in the creation and modification of any ("Customer Content"). Customer retains all rights to any Customer Content supplied to Company to submit, post or display on or through the SMM Service. Customer represents and warrants that all Customer Content submitted in connection with this SMM Service order will comply with all Partner Property social networking site's terms of service. If Customer has purchased Advanced or Custom SMM the following additional shall also apply: Customer acknowledges that SMM products do not guarantee attainment of specific performance metric thresholds including but not limited to numbers of "fans", "likes", "followers", leads generated, and so forth. Customer indemnifies and holds Company harmless for all claims related to any SMM activities facilitated by Company including but not limited to contests and promotions, social conversation creation, feedback management, and so forth. Custom SMM product reporting will not be available through the Customer dashboard.

REPUTATION MANAGEMENT

Pursuant to the agreement, Customer may request that Company provide Digital Advertising in the form of an automatic system that continuously monitors sources, collects and analyzes data and reports on how the Customer's business is perceived by its customers. If the Customer has purchased Advanced Reputation Management the following additional terms apply; Company may perform services designed to manage and respond to reputation-related events on third-party websites. Company will provide Reputation Management Services and Advanced Reputation Management Services in conjunction with VendAsta Technologies Inc. Customer acknowledges and agrees that, in connection with its purchase and use of, these services Customer hereby agrees that in addition to the terms set forth herein, Customer agrees to be bound by all the terms and conditions located at <http://www.steprep.com/terms/>, as may be amended from time to time.

EMAIL MARKETING / ADVERTISING

Pursuant to the agreement, Customer may request that Company provide Digital Advertising in the form of email marketing services. Customer acknowledges and agrees that in connection with its purchase and use of the email marketing services, Customer hereby agrees to all the terms and conditions set forth herein, as may be amended from time to time. Customer agrees the extent of use, or lack thereof in no way releases the customer from the obligation to pay for email marketing services as specified within the accompanying order. Company makes no warranties or regarding the success of Customer's email marketing campaigns. Customer warrants and represents that upon execution of this agreement, to the extent Customer has furnished Company with any and all e-mail addresses of and/or suppression lists containing customers whom have opted out of receiving email solicitations are in compliance with the Assault of Non-Solicited Pornography and Marketing Act of 2003, and all amendments thereto (the (CAN-SPAM Act)). Customer is responsible for responding to an email address verification preview email message that will be sent to the address that will be used to generate the email marketing messages. Company shall send Customer approval requests for any email marketing material created on the Customer's behalf. Company shall not electronically distribute any email marketing material until it has obtained written approval from Customer in either paper or electronic form.

DISPLAY ADVERTISING

Pursuant to the agreement, Customer may request that Company provide Digital Advertising in the form of display advertising. Due to the variable nature of Digital Advertising and despite the best efforts of the Company, product fulfillment may vary from targeted levels by as much as 50% in any given month of the term of the agreement. Due to this variance, campaign fulfillment duration of the agreement may be adjusted to match delivered fulfillment levels on a monthly basis. Adjustment of campaign duration shall not affect the obligation of Customer to pay the full amount noted on the order.

LOCAL TRACK - RCF

Pursuant to the agreement, Customer may request that Company provide Digital Advertising in the form of telephonic and digital consumer tracking services ("LT"). (a) During the Term, the Customer authorizes Company to act on the Customer's behalf in establishing and maintaining telephone numbers (the "Numbers") or domain names (the "URLs") to be used to measure incoming calls and website usage resulting from the Customer's advertising campaigns. Upon any person's dialing the Numbers during the Term, the call will be forwarded to the Destination Phone Numbers indicated above. Upon any person's navigation to the URLs during the Term, the user will be directed to a version of the Customer's Destination URLs indicated above viewed through a proxy. All costs and expenses of establishing and maintaining the Numbers & URLs, as from time to time calculated by Company, will be paid by the Customer. To reimburse Company for such costs and expenses, the Customer shall pay monthly all associated charges noted on the agreement, subject to the right of Company to adjust such fee upon a change in such costs and expenses. If at any time the Customer fails to, when due, pay any amount or perform any obligation owing to Company, whether pursuant to these terms or otherwise, in addition to all other rights and remedies of Company, Company may immediately discontinue the use of the Numbers or URLs without notice to the Customer and the Customer shall reimburse Company for all costs and expenses incurred by Company in discontinuing the Numbers and URLs. The Customer warrants and represents to Company that the Destination Phone Numbers & Destination URLs indicated above are the correct primary phone numbers and domain names used by the Customer in its business. Customer acknowledges that Company is not responsible for the use of the Numbers or URLs in any advertising campaigns not provided by Company. Customer acknowledges that upon, completion of the term of these Terms or cancellation at Company's discretion as noted above, the Numbers and URLs associated to the agreement will no longer be functional as outlined above and that Company bears no responsibility related to the cessation of the function of said URLs and /or Numbers. The Customer consents to Company's use of the call reporting, website usage reporting, ads/ad copy, and other information obtained through the use of the Numbers and URLs for promotional or other purposes. Customer acknowledges that any telephone conversation as result of the use of the Numbers may be recorded. Customer understands and acknowledges that the Voice Recording Service is intended to make an electronic recording of all telephone calls made to the Numbers for purposes of "quality assurance" and "customer service," when a person (the "Caller") makes a call to Customer through the Numbers, the Caller will be automatically advised using a recorded message that each call is subject to recording and monitoring ("Call Prompt Message") prior to the connection of the telephone call to Customer. As a condition of usage, Customer expressly agrees and acknowledges that federal, state, and local laws may require that Customer provide notice to and/or receive express consent and permission from, in writing or otherwise, all agents (including employees), independent contractors, and /or other persons who are on the receiving end of the recorded telephone calls (the "Call Receivers"). Customer agrees and warrants Customer is solely responsible for providing and/or obtaining all notices, consents and permissions relating to Call Receivers, as required by applicable law. Customer may be required from time to time to certify in writing to us, and update this certification on a monthly basis, that all Call Receivers have been notified, have consented and have given permission to have their voice, identity, and call content recorded, monitored, stored, and divulged. Customer agrees that Company has no responsibility for the legality of recording, monitoring, storing, and/or divulging telephone calls and the legality of the language used in the recorded Call Prompt Message as these services and content pertain to federal, state, and local laws. Customer grants specific permission to Company to administer, monitor, use and access Customer recorded calls as Customer's agent. Customer shall defend, indemnify, and hold harmless Company, its affiliates, and its agents (including employees) from any and all claims, liabilities, and/or damages (including, but not limited to reasonable attorneys' fees and costs) that arise from or relate to Customer use or misuse of the Voice Recording Service. Customer shall not use the Voice Recording System to intimidate, harass, or otherwise violate the privacy or other rights of a Caller and a Call Receiver. If Company learns about any alleged misuse of the Voice Recording System, Company reserves the right to terminate the totality of Customer use of the Voice Recording System without prior written notice and without liability. Company may decide that the Voice Recording Service will not be utilized to record the telephone calls to businesses that are deemed by Company to be in sensitive heading categories where recording of such calls may inadvertently expose sensitive information.

CUSTOMER RELATIONSHIP MANAGEMENT (CRM)

Pursuant to the agreement, Customer may request that Company provide access to a CRM Platform which consists of software, tools, and applications designed to allow Customer to capture leads and convert them to paying customers through automated marketing (the "CRM Platform"). Company will provide CRM in conjunction with Signpost, Inc. ("Vendor"). Customer understands and agrees that Customer shall not (a) modify, translate, reverse engineer, decompile, disassemble, create derivative works of or otherwise seek access to the source code of the CRM Platform; (b) disclose, provide, distribute, license, sublicense, sell, assign or transfer the CRM Platform or Documentation, in whole or in part, to any party, or allow any party to in any way access or utilize the CRM Platform and Documentation other than as expressly provided herein; (c) access or use the CRM Platform or Documentation to knowingly infringe on, violate, dilute, or misappropriate the intellectual property rights of any third party or any rights of publicity or privacy; (d) access or use the CRM Platform or Documentation to knowingly violate any law, statute, ordinance or regulation (including but not limited to the laws and regulations governing export/import control (including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions implemented by the Office of Foreign Assets Control), unfair competition, anti-discrimination and/or false advertising); (e) access or use the CRM Platform to knowingly store defamatory, trade libelous, unlawfully threatening, or unlawfully harassing data; (f) access or use the CRM Platform to knowingly store obscene, pornographic or indecent data in violation of applicable law; (g) access or use the CRM Platform to knowingly introduce or propagate any unauthorized data, malware, viruses, worms, Trojan horses, spyware, other malicious or harmful code; or (h) remove from the CRM Platform or Documentation any language or designation indicating the confidential nature thereof or the proprietary rights or trademarks of Vendor. Customer hereby permits Vendor to collect online data from the Customer and through the CRM Platform regarding the Customer's customers (the "Customer Data"), provided that Customer Data will not be used for any other purpose other than to improve the CRM Platform, and provide related support services to Customer, or as otherwise directed by Customer, including to respond to Customer's request for assistance with any technical problems and/or queries related to the use of the CRM Platform, and provided further that Vendor shall also have the right to use or disclose Customer Data in a format that does not personally identify the identity of Company or any Customers, including as aggregated de-identified data. Customer acknowledges that it is the sender of emails in connection with the CRM Platform and is obligated to follow all legal requirements applicable to the sending of emails under the CAN-SPAM Act, including but not limited to the prohibition against sending unsolicited emails to person with whom Customer does not have a business relationship or who have not requested (opted-in) to Customer's emails. Customer also agrees to only send permission-based emails, meaning that all recipients must have opted-in to receive email communications from Customer. Customer agrees that any and all emails it sends will include all information required by the CAN-SPAM Act. Customer shall not upload or incorporate into customer lists, or otherwise provide to Vendor any protected health information of any kind within the meaning of the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA). Customer also agrees that individual Customer subscriptions are for named Customers only and cannot be shared, transferred, or used by more than one Customer. Customer grants to Vendor a royalty-free, worldwide, irrevocable, perpetual, sub licensable, transferable license to use and incorporate in any manner whatsoever, including into the CRM Platform, any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by such Customer relating to the operation of the CRM Platform. Vendor makes no warranties, representations or commitments regarding the CRM Platform. Customer agrees and acknowledges that Vendor is the owner of all right, title, and interest in and to the CRM Platform, documentation, and all intellectual property therein. At the end of the term of this this Purchase Order Customer agrees to discontinue use and destroy or return all copies of the CRM Platform.