

ADIMEDIA LLC ADVERTISING AGREEMENT

This Advertising Agreement ("Agreement") is made and effective this _____ day of _____, 2011 by and between _____, having its principal place of business at _____, _____, _____, _____ ("Advertiser") and ADIMedia LLC, a Delaware limited liability company, having its principal place of business at 201 East 6th Street Austin, Texas 78701

Whereas, ADIMedia is in the business of providing advertising and related services for a fee, and

Whereas, Advertiser desires to engage ADIMedia to render, and ADIMedia desires to render to Advertiser, certain advertising and related services, all as set forth.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained the parties hereto agree as follows:

1. Engagement.

Advertiser engages ADIMedia to render, and ADIMedia agrees to render to Advertiser, certain services in connection with Advertiser's placing of advertising in connection with Advertiser's Advantage Campaign Order attached hereto (the "Order").

Company will establish an advertising campaign for Advertiser in respect of the services ordered by the Advertiser under the Advantage Campaign Order (the "Campaign") and the terms as set forth herein and in the Order.

2. Term.

The term of this Agreement shall commence on the date (the "Start Date") that the Advertiser's Landing Page, as defined herein, is released to the internet, ADIMedia begins to provide it services under this Agreement, and ADIMedia begins to expend the Advertiser's online media budget ("Budget") and shall continue in full force and effect for the period of time beginning on the Start Date and ending on a date that is the number of months that is shown as the Term in the Order after the Start Date. In no case shall the initial Term be less than 6 months.

Advertiser agrees and understands that ADIMedia may take up to 10 days to create the Landing Page and begin the Campaign. ADIMedia may require further input from Advertiser, in which case the date that the Start Date may be later than the Start Date set forth in the Campaign Order.

ADIMedia will send Advertiser a reminder email no less than 7 days prior to the expiration of the Term of this Agreement. Unless Advertiser notifies ADIMedia in writing that it desires to cancel its Campaign, the Campaign will renew on a month to month basis until canceled in writing by the Advertiser. Notices of the Advertiser's desire to terminate this Agreement after it has automatically renewed under these provisions must be received no less than 30 days prior to the termination date requested by the Advertiser. Advertiser may take advantage of ADIMedia's discount packages upon renewal by notifying ADIMedia in writing and renewing this Agreement for the period necessary to obtain such discounts as may be in effect at that time.

3. Campaign.

Advantage Campaigns consist of:

- i. Landing Page: "Landing Page" shall refer to the optimized page where a visitor 'lands' as a result of clicking on an ADIMedia ad. Landing Pages are usually a single page focused on eliciting a reaction (i.e. click through to your website, call, visit, buy, etc...) and should be concise and to the point. A Landing Page is not a place for bios, company history and other miscellaneous 'fluff' information. Visitors have clicked on an ad in search of information regarding a specific product or service relevant to the ad's content. The Landing Page is an extension of the ad and

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will be created based on information provided by the Advertiser via the Campaign Order Form. Landing Pages are built for optimization and will include strategically placed keywords and writing that is geared towards producing relevant search results. The Advertiser agrees that ADIMedia may, from time to time, change the format of the Landing Page, requiring ADIMedia to add or delete information previously collected from the Advertiser.

- ii. Google Places: ADIMedia will create a Google Places listing if the Advertiser does not have a listing and will claim and manage an existing listing. ADIMedia does not guarantee specific ranking of the Google Places listing in Google search results. Moreover, successful creation and performance of a Google Places page depends on timely and accurate information provided by the Advertiser. We cannot guarantee a timeline for the activation of a Google Places listing.
- iii. Facebook: Should the Advertiser opt into Facebook advertising, ADIMedia will create ads targeting the demographics the Advertiser specified on the Campaign Order Form. Facebook ads are a method of brand advertising that will result in a high number of impressions but few page views. The goal of a branding campaign is exposure and visibility.
- iv. Placement in Local Directories and National Web sites: Should the Advertiser opt into joining ADIMedia's list of directories, ADIMedia will take the Advertiser's information and push it out to hundreds of social directories. Please note that initial placement in directories may take anywhere from 6 – 8 weeks.

4. Fees

- i. Advantage Bundle Fees is the monthly amount charged by ADIMedia for managing and monitoring the Advertiser's Campaigns. This fee as stated in the Order is in addition to the Online Media Budget. This fee is fixed for the term of this Agreement. Upon the renewal of this Agreement the Company reserves the right to change the amount of the Advantage Bundle Fees for the renewal periods.
- ii. Set up Fee is the initial fee as stated in the Order to be paid to ADIMedia for the development of the Landing Page and the related duties related to the optimization of the Landing Page.
- iii. Custom Art Fee is the one time additional fee in the amount as shown in the Order for the design and development of a Campaign Landing Page that mirrors an existing web site.

5. Online Media Budget:

Online Media Budget is the monthly amount as shown on the Order that the Advertiser has elected to spend on Google AdWords and other online media.

While the Online Media Budget is stated in the Order as a monthly amount, ADIMedia may, in its sole discretion, allocate the total Online Media Budget for the term of this Agreement in any manner as ADIMedia deems necessary to achieve the goals of the Campaign

6. Unused Online Media Budget:

Provided that the Advertiser has fulfilled all of its obligations under this Agreement, ADIMedia, subject to the limitations herein, will refund any Online Media Budget that has not been used to fund the Advertiser's online media campaign. ADIMedia will refund the balance of the unused funds, less an administrative charge of \$5.00, and less a charge equal to 3% of the total Online Media Budget received from the Advertiser representing the credit card processing fees, discount and expenses associated with the receipt of the funds. The refund will be made no later than 60 days following the termination of this Agreement. ADIMedia will not refund any amounts less than \$20. The Advertiser, at its option, can transfer

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any unused funds which would be refunded under this section to other ADIMedia Advertising Campaigns or other ADIMedia products for the Advertiser.

Nothing in this Agreement shall obligate ADIMedia to escrow or otherwise segregate the Online Media Budget received from the Advertiser from ADIMedias general unrestricted funds.

7. Payment:

Except as expressly provided below, payment for the Advertiser's Campaign shall be made at the time the Advertiser's Campaign Order is placed with ADIMedia. At that time, Advertiser will be responsible for paying for the full amount of the Online Media Budget for the term and the Advantage Bundle Fees for the term of this Agreement (the sum of the monthly Advantage Bundle Fees and the monthly Online Media Budget, which sum is then multiplied by the term of this Agreement stated in months). Payment may be made by credit card, by check or by such other form of payment approved by ADIMedia. If ADIMedia elects, in the exercise of its sole discretion, it may agree to accept payment later than the time the Advantage Campaign Order is placed. In that event, the payments shall be made as shown on the Order attached hereto.

Advertiser represents that it either owns or has been given permission to use the method of payment used to purchase Advertising and that Advertiser, and not the ADIMedia, shall be responsible for the full amount of any unauthorized or illegal transactions, in addition to any other applicable fees or penalties.

8. Competitors:

During the term of this Agreement, ADIMedia may render services to, represent or otherwise be affiliated with any person, firm, corporation or entity in connection with any product or service directly or indirectly competitive with or similar to any product or service of Advertiser with respect to which ADIMedia is providing any service pursuant to this Agreement.

9. Copyright and Trademarks:

All advertising, which represents the creative effort of ADIMedia and/or the utilization of creativity, illustrations, labor, composition, or material furnished by it, is and remains the property of ADIMedia, including all rights of copyright therein. Advertiser understands and agrees that it cannot authorize reproductions, in whole or in part, of any such advertising.

Nothing in this Agreement shall give the Advertiser the right to use any Trademarks of ADIMedia, nor give ADIMedia any rights in any Trademarks of the Advertiser.

10. Advertiser's Representations; Indemnification.

Advertiser represents and warrants to Company that Advertiser holds all necessary rights to permit the use of the Advertising and any and all Trademark and Copyrighted Materials by Company for the purposes contemplated under this Agreement; and that the use, reproduction, distribution, transmission or display of the Ads, any data regarding users, and any material to which users can link, or any products or services made available to users, through the Ads will not (a) violate any criminal laws or any rights of any third parties or (b) contain any material that is unlawful or otherwise objectionable, including without limitation any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law. Advertiser agrees to indemnify, defend and hold Company harmless from and against any and all liability, loss, damages, claims or causes of action, including reasonable legal fees and expenses, arising out of or related to (i) breach (or alleged breach) of any of the foregoing representations and warranties, or (ii) any third party claim arising out of or in connection with use of or access to the Advertising or any material to which users can link, or any products or services made available to users, through the Advertising or to which the Advertising relates. Further, you agree to indemnify and hold Company, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Campaign, your use of the Campaign, your connection to the Campaign your violation of this Agreement, or your violation of any rights of another.

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11. Right to Reject Ads.

All contents of Ads are subject to ADIMedia’s approval. ADIMedia reserves the right to reject or cancel any Ad, Agreement, URL or URL link, at any time, for any reason whatsoever (including but not limited to belief by ADIMedia that any placement thereof may subject ADIMedia to criminal or civil liability). This right to refuse a listing does not constitute endorsement of any Ad that is accepted by ADIMedia, nor does it constitute a warranty that ADIMedia will continue to run an Ad once accepted. ADIMedia does not have any obligation to inspect ads or to reject ads that it inspects regardless of anything relating to those ads.

12. Positioning.

Except as otherwise expressly provided in this contract, the Guarantee or on the ADIMedia website the Advertiser acknowledges that ADIMedia has not made any guarantees with respect to usage statistics or levels of impressions for any advertising. ADIMedia provides Advertiser with usage reports only as a courtesy to the Advertiser and shall not be held liable for any claims relating to said usage statistics.

13. Right to Use Advertising.

ADIMedia shall have the right to use copies or pictures of the Advertiser’s landing page, and/or copies or pictures showing the placement of Advertiser’s information on Google Search Pages, Google Places, Directories, FaceBook or National Websites in its marketing and other materials.

14. Taxes

Prices do not include tax. In the event that any federal, state, or local taxes are imposed on the creation of the online advertising or on the sale of online advertising, such taxes shall be assumed and paid by Advertiser.

15. Force Majeure.

Each party hereto shall be excused from liability to perform its obligations hereunder where such failure results from delays caused by Acts of God, fires, floods, strikes, work stoppages, controls or regulation of federal, state, or local governments, or other causes beyond its reasonable control.

16. Limitation of Liability.

ADVERTISER EXPRESSLY UNDERSTANDS AND AGREES THAT ADIMEDIA SHALL NOT BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ADIMEDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), REGARDLESS OF THE CAUSE OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ADIMEDIA SHALL HAVE NO LIABILITY FOR DAMAGES RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM ANY, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE OR THIS AGREEMENT. IN NO EVENT SHALL ADIMEDIA’S AGGREGATE LIABILITY UNDER THIS AGREEMENT ARISING OUT OF OR IN CONNECTION WITH ANY CAMPAIGN, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT ACTUALLY RECEIVED BY ADIMEDIA FROM ADVERTISER FOR SUCH CAMPAIGN.

In the event that ADIMedia fails to publish an Ad in accordance with this Agreement, or in the event that ADIMedia fails to spend, on behalf of the Advertiser, the full Campaign Budget by the Termination Date, or in the event of any other failure, technical or otherwise of such Advertising Campaign, the sole liability of ADIMedia and exclusive remedy of Advertiser shall be limited to, at ADIMedia’s sole discretion, the refund of the amounts paid by Advertiser on the Campaign. In no event shall ADIMedia be liable for any act or omission, or any event directly or indirectly resulting from any act or omission, of Third Parties (if any). Without limiting the foregoing, ADIMedia shall have no liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work

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slowdown or any other condition affecting production or delivery in any manner beyond the control of ADIMedia. Advertiser acknowledges that ADIMedia has entered into this Agreement in reliance upon the limitations of liability set forth herein and that the same is an essential basis of the bargain between the parties.

16. Assignment.

This Agreement may not be assigned or transferred by the Advertiser.

17. Choice of Law.

This Agreement is governed by the laws of the State of Georgia and the venue for any dispute under this Agreement shall be filed and heard in the State or Federal courts covering Henry County Georgia.

18. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services at the address stated in this Agreement or such other address as one party to this Agreement may notify the other party in writing.

19. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

20. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

By signing below The Advertiser certify that it is the owner or authorized representative of the Advertiser, and it hereby grants on behalf of the Advertiser its expressed permission and consent to receive advertising offers and other information via direct mail, telephone, email, and facsimile transmission from the ADIMedia or any other business operated by ADIMedia. The Advertiser agrees that such information may be transmitted to the mailing and email address(es), telephone number(s) and facsimile number(s) listed on the Order or to any other contact addresses and numbers used by the Advertiser.

This agreement is fully executed upon the Advertiser's signatures and acceptance by the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Advertising Agency Agreement as of the date first above written.

Advertiser:

(Signature)

By: _____ Title: _____
(Print)

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Client Initials: _____