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| **Business N a me :** | **Contact Name :** |
| **Street:** | **Email:** |
| **City, State, Zip** | **Telephone Number:** |

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| **Search Engine Marketing** | **Starting monthly Media Budget** | **Applicable Monthly Management Fee** |
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| **Xcite Media Service** | **Applicable Fee** |
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1. Order. By signing below, you authorize Xcite Media Group, LLC (“Xcite”) to publish the Ads listed in this Agreement in the applicable Electronic Platform, and to provide the Services listed herein. You also authorize Xcite to act as your agent to request from your local telephone carrier any listing changes that you provide to Xcite. The “Agreement Date” shall be the date you sign this Agreement or orally consent to this Agreement.

2. Term. The initial term for Electronic Ads and electronic Services shall be six (6) months, or for such other period as set forth herein. After initial term, services shall be rendered on a month-to-month basis. Either party may terminate this Agreement at any time after the expiration of the initial six (6) month term by giving thirty (30) days advance written notice to the other party of tits intent to terminate this Agreement.

3. Payment Terms. You agree to pay all charges in full upon provision of Services by Xcite. You agree that you will not withhold any payment for any reason, including any dispute between you and Xcite. You authorize Xcite to review your credit history and to obtain your credit report, and you agree that Xcite may report to credit reporting agencies any failure to make payments as required by this Agreement. If you pay by credit card, Xcite will bill the card automatically at the start of each billing period.

4. Remedies. If you do not pay all charges within thirty (30) days after the due date, fail to meet any other obligation under this Agreement or under any other agreement between you and Xcite, or make any representation or warranty that is or becomes untrue, Xcite may, without notice: (i) require you to pay immediately all unpaid amounts you owe and will owe for all Ads and Services for the entire term of this Agreement; (ii) remove, suspend, or modify your Electronic Ads; (iii) suspend or all collection terminate any Services; (iv) recover costs and attorneys’ fees; and (v) pursue any other available legal or equitable remedies.

5. Client’s Representations. You represent and warrant that: (i) you have the unrestricted right to use, and to grant the licenses you grant in this Agreement with respect to all Client Content, and that your licensing of Client Content to Xcite will not infringe upon any third party copyright or trademark rights; (ii) your Ads comply with all applicable laws, orders, codes, regulations and requirements, and you and any individuals listed in your Ads have all required licenses to provide the goods and services advertised in all jurisdictions where the Ads appear; (iii) you have not made any false or misleading claims in any Ad; (iv) you have not requested, and will not use, the Ads or Services, or our Electronic Platform for any unlawful purpose or business; (v) you have not violated any contractual or legal obligation by signing this Agreement and requesting Xcite to publish any Ad; and (vi) you are or you represent the business related to the Ads and Services listed above. You agree to notify Xcite immediately if any of the above information becomes inaccurate.

6. Indemnification. You agree to defend, indemnify and hold Xcite, its owners, agents, affiliates harmless from any liability or costs, including attorneys’ fees, costs and other expenses, resulting from: (a) any breach of your representations, warranties or covenants; (b) any act, omission or fault by you or your employees, agents or contractors in connection with the Ads or Services contemplated herein; (c) any claim that the Client Content or other information provided by you violates any applicable law or infringes on any third party patent, copyright, trademark, trade secret or other intellectual property or proprietary right; (d) any communication through your Electronic Ads or your collection or use of any information obtained through your Ads, the Services or Xcite’s Electronic Platform; (e) any breach of any applicable export control laws; and (f) any transactions initiated through your Electronic Ads and any payment processing services. The duties and obligations set forth under this Section 6 shall survive the termination of this Agreement.

7. Entire Agreement. This Agreement constitutes the entire agreement between you and Xcite and supersedes all prior agreements and representations, whether express or implied, written or oral, with respect to the Services. You agree not to include any limiting endorsement on a check or other form of payment. You agree that Xcite may cash a check containing a limiting endorsement or accompanied by any limiting instruction without affecting your obligations or Xcite’s rights.

8. Governing Law. This Agreement and the rights and obligations of the parties hereunder and thereunder shall be construed in accordance with and be governed by the law of the State of Colorado, without regard to its conflicts of laws principles.

9. Consent to Jurisdiction. The parties agree that jurisdiction and venue in any action brought by any party pursuant to this Agreement shall properly (and exclusively) lie in any federal or state court located in the City and County of Denver, State of Colorado. By execution and delivery of this Agreement, each party irrevocably submits to the jurisdiction of such courts for itself and in respect of its property with respect to such action. The parties irrevocably agree that venue would be proper in such court and hereby waive any objection that such court is an improper or inconvenient forum for the resolution of such action. The parties further agree that the mailing by certified or registered mail, return receipt requested, of any process required by any such court shall constitute valid and lawful service of process against them, without necessity for service by any other means provided by statute or rule of court.

10. Waiver of Jury Trial. The parties to this Agreement each hereby irrevocably waives, to the fullest extent permitted by law, any right to trial by jury of any claim, demand, action, cause of action or proceeding (i) arising under this Agreement or any debt commitment letter, or (ii) in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or any of the transactions related hereto (including, without limitation, any actions arising or related to the debt commitment letters), in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise. The parties to this Agreement each hereby agrees and consents that any such claim, demand, action, cause of action, or proceeding shall be decided by court trial without a jury and that the parties to this Agreement may file a copy of this Agreement with any court as written evidence of the consent of the parties hereto to the irrevocable waiver of their right to trial by jury.

11. Severability. Should any provision or provisions of this Agreement be deemed illegal or unenforceable by any court or under any law, statute or regulation of any governmental agency, such provision or provisions shall be deemed severable and shall not affect the force and validity of any remaining provisions of this Agreement.

12. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors. Neither this Agreement nor any part hereof or interest herein shall be assignable by you without prior written consent of Xcite. No covenant, term or condition of this Agreement shall be deemed to have been waived unless such waiver is in writing and signed by an authorized officer or representative of the party alleged to have made the waiver. No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by Xcite on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion. Neither party shall be deemed liable for damages arising from acts of God or for events outside of that party’s reasonable control. Xcite’s imaged copy of this Agreement shall be deemed a duplicate original for evidentiary purposes.

13. Search Engine Marketing Services: Additional Terms. If you have ordered Search Engine Marketing Services, you agree to the following additional terms and conditions: “Search Engine Marketing Services” or “Services” mean optimization and management of existing PPC accounts and/or creation, optimization, and management of new PPC campaigns. Search Engine Marketing Services will be provided in accordance with Xcite’s procedures for the URL you designate.

a. Fees and Payment. Fees for Search Engine Marketing Services include a Management Fee and Media Fees. The Management Fee is variable and is based on the amount of Media Fees that are incurred per month, as indicated in **Schedule A** attached hereto and incorporated by this reference. Media Fees are variable and include all fees (including, without limitation, per click charges and administrative fees) which may be incurred by Xcite in connection with the placement of search marketing ads. You will specify the maximum monthly total of the Management Fee and the Media Fees that you will incur (the “Advertising Budget”) from time to time in accordance with Xcite’s procedures. Xcite will bill you for the Management Fee for the first month of Term immediately, and thereafter will bill you monthly in arrears for the Management Fee and for all Media Fees incurred during the prior month. Xcite may require or may, but has no obligation to, agree to other billing arrangements and/or payment methods in Xcite’s sole discretion.

b. Advertising Placement. You authorize Xcite and designate Xcite as your agent to submit Content (as defined below under Section 13(h)(b)) to our Electronic Platform and on third party Program Sites in accordance with your Advertising Budget in response to searches or selections by or characteristics of end users, as determined by Xcite, for paid placement advertising and to bind you to any agreements and terms and conditions required by such search engines and other Internet publishers as a condition to submit the Content.

c. Our Rights. Xcite may modify the content of your Electronic Ads or your category, category keyword, or other selections to conform to the requirements of, or to utilize the features of, a Program Site. Xcite may modify, expand, or utilize data within, augment content, or add links to, your Electronic Ads, website, business profile, or other materials you provide to develop searchable and user value-add data that may appear in response to searches by end users. If you have multiple advertising campaigns (e.g., in different categories), Xcite may select which campaign will appear in response to a business name search or other search where the category is not clearly defined. Xcite may optimize your advertising campaigns by adding relevant categories or keywords to your Electronic Ads.

d. Pausing Your Account. You may request that Xcite pause your Services account at any time during the term of your Advertising Agreement. During the time your account is paused, Xcite will not submit Content to search engines and other Internet publishers and you will not be responsible for any Media Fees. However, you will continue to be responsible for the monthly Management Fee during the time your account is paused. You must notify Xcite when to resume advertising placement.

e. Metered Number. Using unique telephone number(s) (whether one or more, the “Metered Number”) acquired by Xcite and inserted in your PPC advertising, Xcite will measure the number of incoming calls to the Metered Number and provide you with periodic reports by making such reports available online or by another method as determined in Xcite’s sole discretion (the “Metered Number Service”). Xcite will provide the Metered Number during the term we provide the Search Engine Marketing Services. After such term has expired, the Metered Number will be disconnected or reassigned if not renewed. You authorize Xcite to act as your agent in acquiring the Metered Number and grant Xcite the exclusive right to receive all telephone call data arising from the Metered Number. Xcite does not guarantee any specific exchange for the Metered Number. You understand and agree that callers outside your local directory area may incur a toll when calling the Metered Number, and that the Metered Number cannot accept collect calls. You agree that we have copyright ownership of all Metered Number, you cannot assign the Metered Number, and that ownership of the Metered Number cannot be transferred to you at any time.

f. Your Responsibilities. You will not cause or permit the Metered Number to be published or otherwise used in any other advertising medium, including, without limitation, other online advertising, print directories, signs, business cards, flyers, direct mail, newspaper, radio, or vehicle messages. If you change your local telephone service provider or any of the local telephone numbers to which the Metered Number is forwarded during the period we are providing the Search Engine Marketing Services, you agree to notify Xcite immediately. Xcite shall not be responsible for any failure of the Metered Number Service resulting from your failure to comply with the obligations set forth under this Section 13(f).

g. Access and Use of Results. You hereby grant to Xcite specific permission to administer, monitor, and access your recorded calls to provide reports to you, verify the call recording service, and for other administrative purposes. You also agree that Xcite may use, disclose, and publish, at Xcite’s sole discretion, all call tracking information and results arising from the Metered Numbers. You shall not disclose to any third party the existence or terms of this Agreement or the results arising from the Metered Numbers.

h. Your Representations and Warranties; License and Grant of Rights.

(i) You agree to abide by the terms and conditions and any other guidelines or requirements applicable to the Program Sites to which Xcite submits the Content. Any violation of any such terms and conditions or other guidelines or requirements will be considered a material breach of this Advertising Agreement.

(ii) You represent and warrant that: (i) you have and will continue to have the absolute and unrestricted right to publish and use (including use as searchable text or “keywords”) all words, phrases, logos, brands, products, service, affiliations, certifications, and all other content used in your online advertising, including all content added by us to your online advertising, including your temporary website, as part of the Services (together, the “PPC Advertising”), and in the Advertiser Websites (as defined below) (collectively, the “Content”); (ii) the Content does not infringe upon the intellectual property, proprietary, publicity, privacy or other rights of any third party; (iii) the Content and all products and services referenced therein comply with all applicable laws and regulations and have not otherwise resulted in or are not likely to result in any consumer fraud, product liability, tort, breach of contract, injury, damage or harm of any kind to any person or entity; (iv) you are fully authorized to publish the Content; (v) the Content is and will remain accurate and is not misleading, defamatory, libelous, slanderous or threatening and does not advertise illegal activity or constitute illegal or fraudulent business practices in jurisdictions where it is displayed; (vi) you possess documentation substantiating all claims, express and implied, made in the Content; (vii) the Advertiser Websites will at all times be operated by you or on your behalf, use secure technology to protect the data of users accessing such website(s) from a link in the PPC Advertising, and not implement or use technology that prevents users from using the browse “Back” button; (viii) the Advertiser Websites will look substantially the same to all users unless the Content of the Advertiser Website is relevant to the user’s selected keywords or other search criteria; and (ix) the Advertiser Websites will be free of viruses, Trojan horses, trap doors, back doors, Easter eggs, worms, time bombs, cancelbots or other computer programming routines that may potentially damage, interfere with, intercept, or expropriate any system data or personal information. Any breach of the warranties made in this Section will be considered a material breach of this Advertising Agreement. All advertising copy and other information submitted or selected by you in connection with the PPC Advertising will be included within the term “Advertiser Content” for the purposes of the rights, licenses and authority granted by you in the Advertising Agreement. “Advertiser Websites” means all websites to which the PPC Advertising links.

(iii) You acknowledge and agree that the Program Sites to which either you or Xcite submits the Content will have the non-exclusive, royalty-free, worldwide right and license to reproduce, publicly perform, display, distribute, reformat, resize, edit, cache, index, and transmit the Content and develop and operate links on the Program Sites solely for the purpose of providing services to you and that such Program Sites may distribute the Content throughout their networks of participating websites and other distribution outlets.

i. No Guarantees. Advertiser acknowledges and agrees that Xcite makes no specific guarantee or warranty, expressed or implied, regarding the Program Sites to which it submits the PPC Advertising, including without limitation placement of the PPC Advertising or of any specific results. Without limiting the generality of the foregoing, Xcite does not warrant the number of calls, clicks, or impressions on your website or the PPC Advertising or that your PPC Advertising will appear in response to a particular query. Xcite does not warrant that the performance of the Search Engine Marketing Services will be error free.

j. Limitation of Liability. THE MAXIMUM AGGREGATE LIABILITY THAT XCITE MAY HAVE TO YOU WITH RESPECT TO THE PROVISION OF THE SEARCH ENGINE MARKETING SERVICES WILL BE LIMITED TO THE TOTAL AMOUNT OF THE MANAGEMENT FEE PAYMENTS THAT YOU MAKE TO XCITE. XCITE SHALL HAVE NO LIABILITY IN CONNECTION WITH THE FUNCTIONALITY OR CONTENT OF ANY PROGRAM SITE NOT OWNED BY XCITE.

k. Remedies. If you breach these terms and conditions or the Advertising Agreement, including payment obligations, in addition to all other remedies available to Xcite under the Advertising Agreement, Xcite may terminate the Metered Number and/or require you to reimburse Xcite for all Metered Number charges for the Metered Number and our other expenses associated with providing the Metered Number Service. Such rights shall be in addition to all rights and remedies available to us under law or equity, or as otherwise provided in this agreement.

The person signing on behalf of Advertiser or orally authorizing the Ads and Services certifies that he or she is either the Advertiser or is authorized by the Advertiser to execute this Agreement.

AGREED AND ACCEPTED:

CLIENT: XCITE MEDIA GROUP, LLC

Signature Date Signature Date

\_\_ Print Name Print Name

**Schedule A**

**Monthly Media Spend Management Fee**

Up to $1,200 $525.00

Up to $1,600 $630.00

Up to $2,400 $735.00

Up to $3,200 $840.00

Up to $4,200 $1000.00

Up to $5,500 $1200.00

Up to $7,000 $1,470.00

Up to $9,000 $1,785.00

Up to $12,000 $2,200.00

Up to $15,000 $2,650.00

Up to $20,000 $3,150.00

Up to $25,000 $3,900.00

Up to $30,000 $4,725.00

Up to $35,000 $5,500.00

Up to $40,000 $6,300.00

Up to $45,000 $7,000.00

Up to $50,000 $7,800.00

Up to $60,000 $9,450.00

Up to $70,000 $11,000.00

Up to $80,000 $12,600.00

Up to $90,000 $14,200.00

Up to $100,000 $15,750.00

Up to $115,000 $18,000.00

Up to $130,000 $20,500.00

Up to $145,000 $22,800.00

Up to $160,000 $26,000.00

Up to $180,000 $28,000.00

Up to $200,000 $31,500.00