



## Marketing Agreement/Invoice

Mudd Advertising  
One Mudd Centre  
915 Technology Parkway  
Cedar Falls, IA 50613  
P: (319) 277-2003  
F: (800) 357-5961

Fed ID# 42-1173023  
Sales Rep: Cody Schutte  
Sales Manager: Mike Zehentner  
Client Service:  
Reference: 85279

Mudd Advertising  
915 Technology Pkwy  
Cedar Falls, IA 50613  
P: (319)-277-2003  
Client ID: 23498

### Pricing

Subtotal: \$0.00  
Total Cost: \$0.00

\*If paying by credit card a 3.00% (\$0.00) processing fee will be assessed.

### General Information

Campaign Theme: Mudd Marketing  
Billing Month: May, 2014

### Product List

Description

Quantity

Sales Dates

Due Date

**THIS DOCUMENT SERVES NOT ONLY AS A BINDING AGREEMENT BUT AS YOUR ONLY INVOICE.**

**Please Initial**

1. I understand Mudd Advertising requires the use of data that exists in my dealer management system (DMS) to perform services selected herein. Therefore, I further authorize *Mudd Advertising* to access data in my DMS under the terms of the GM Dealer Participation Agreement - Dealer Data Sharing Service ("Participation Agreement"), for use in connection with this program in accordance with the Participation Agreement. I agree to take the necessary actions required to provide such access. *Mudd Advertising* agrees to use my data solely to provide program services and to adhere to all terms and conditions imposed upon by GM with respect to the confidentiality and security of my data.
2. It is understood that a sales tax or use tax, or other similar tax, may arise under state, county, or local laws. These taxes are to be paid by the Client. Client agrees to indemnify Mudd Advertising and hold Mudd Advertising from and against all claims for sales and/or use tax arising out of the sale of the goods and services covered by this agreement.
3. If sales or use tax is not stated on the invoice, it is not an indication that no sales or use tax is due.
4. The Client signing below acknowledges that Mudd Advertising is the owner of all copyrights of the promotion materials and all trademarks which appear in the promotional materials, and Client agrees not to use, re-use or copy the promotional materials or the trademarks therein without permission of Mudd Advertising.
5. Mudd Advertising is not responsible for late or undeliverable mail.
6. When applicable, Client acknowledges that Mudd Advertising will purchase a mailing list from a third party vendor as part of the direct mail promotion and that the information contained in said mailing list is owned by Mudd Advertising. Client understands that its right to the use of the mailing list is limited to this promotion and that Client is not authorized to make any further use of the mailing list for any purpose whatsoever. Client agrees to indemnify Mudd Advertising and hold it harmless from and against any claims based on Client's unauthorized use of the information contained in the mailing list.
7. If the promotion is cancelled at anytime after the agreement is signed by Client, Client shall pay liquidated damages to Mudd Advertising equal to one half the amount billed.
8. To streamline our data polling and provide a deeper insight into your campaign, Mudd Advertising has partnered with Authenticom, Inc. Working on behalf of Mudd Advertising, Authenticom support representative will establish a remote connection to your DMS for polling data. This connection will only engage when you are working with Mudd on a particular campaign. Mudd has security measures in place as part of its association with Authenticom. Mudd warrants that it will: A) Secure the privacy of all information contained within a dealer's database, B) Not misuse, distribute, or sell any of the information contained within a dealers database and C) Use information within a dealers database only for the engaged campaign. For more specific information on services provided or security, please contact our data services or operations support.
9. This agreement shall be governed by the laws of the State of Iowa and all parties agree to submit to the jurisdiction of any court located within Black Hawk County, Iowa. All costs and expenses incurred by Mudd Advertising to enforce this agreement, including Mudd Advertising's reasonable Attorney fees, shall be paid by Client.
10. FACSIMILE SIGNATURE AND DOCUMENTS SHALL HAVE THE SAME FORCE AND EFFECT AS SIGNED ORIGINAL DOCUMENTS.

Cody Schutte Mudd Advertising - Cedar Falls

Date

Internal use only 5/5/2014 10:50 AM Manufacturer: Non-Automotive Franchise: Non-Automotive Bill To: Mudd Advertising