



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

Please Initial

Cody Schutte Mudd Advertising - Cedar Falls

Date

1. General Terms and Conditions for Website Services Agreement

This General Terms and Conditions for Website Services Agreement (the "Agreement") set forth the entire agreement between Mudd Advertising and Advertiser also referred to as Customer (and, if applicable, Advertiser's Agency) and supersede any previous agreements or understandings between the parties with respect to their subject matter. In the event of any conflict between the terms set forth in this Agreement and the General Terms and Conditions, the terms set forth in the Agreement shall control. The AGREEMENT between Mudd Advertising Inc. ("Company") and Customer as indicated on Customers Purchase Agreement is made on the day the Customers signed the Agreement.

2. Recitals

- A). Company has experience and expertise in the development of Web Sites and other Computer Networks. Company reserves the right to use outside agents to administer and maintain the program.
- B). Customer desires to have Company develop and deploy Website strategies, custom programming, and other services as outlined in the Customers Purchase Agreement.

1. Development of Strategy and Marketing Services

Company agrees to create, install, manage, develop and employ custom website strategies according to the terms listed on Customer's Agreement.

2. Specifications

Company agrees to develop the website services pursuant to the Specifications set forth outline on Customer's Agreement.

3. Delivery Dates and Milestones.

Company will use reasonable diligence in the development of the website services and endeavor to deliver to Customer all deliverables and milestones as defined on Customers Agreement. Customer acknowledges, however, that this deliver deadline and the other payment milestones listed on Customers Purchase Agreement are estimates, and are not required delivery dates. Company will be retaining all the documents, source code, keyword lists and other assets employed or created for Customer during the execution of this agreement. Customer will only receive the output formats of Company's work where applicable. The output is to be used only within the scope of the project as outlined in the Customers Agreement. Customer shall retain all of its intellectual property rights in any test, images or other components it owns and delivers to Company for use in the website services rendered under this agreement.

4. Services Provided

Website services are intended to provide Customer with web pages designed to enhance customer's online presences. WEBSITE services may include, but are not limited to:

4.1 Software

Company will manage or maintain companies of licenses for any of the software packages or installations under this Agreement. All licenses for software installations will be turned over to Customer upon completion of this Agreement.

4.2 Services

Company will create custom reports for traffic of Customer's Web Site, Web Pages and any additional Web Sites or custom Web Pages created by Company under this Agreement. Company will provide detailed reports as required by the Specifications and shall endeavor to provide the reports to Customer in a timely manner. Customer acknowledges that any reports provided by Company are to be considered estimates based on industry standard reporting software and techniques and shall never be construed as an exact counting of each and every submission.

4.3 Customer acknowledges the following with respect to services:

- a) Company will endeavor to make every effort to keep Customer informed of any changes that Company is made aware of that impact any of the WEBSITE Services and the execution thereof under this Agreement. Customer acknowledges that Company may not become aware of changes to Third-party resources, industry changes or any other changes that may or may not affect WEBSITE services.
- b) Company reserves that exclusive right, for the duration of the Agreement, to approve or disapprove any design strategies, existing code or other techniques, wither requested by Customer or presently employed by Customer that are considered by Company to be detrimental to WEBSITE and the execution of Company's services under this Agreement.

5. Compensation

For all of Company's services under this Agreement, Customer shall compensate Company in cash, check, or credit card, pursuant to the terms outlined on Customer's Purchase Agreement. In the event Customer fails to make any of the payments referenced in Customer's Purchase Agreement by the deadline set forth in Exhibit A, Company has the right, but is not obligated, to pursue any or all of the following remedies: (1) terminate the Agreement, (2) remove equipment, software, services or resources owned, operated or offered by Company, whether leased to Customer by Company or not and any Company personnel or staff from Customer location(s), (3) bring legal action.

6. Confidentiality

Customer and Company acknowledge and agree that the Specifications and all other documents and information related to the development of WEBSITE (the "Confidential Information") will constitute valuable trade secrets of Company. Customer shall keep the Confidential Information in confidence and shall not, at any time during or after the term of this Agreement, without Company's prior written consent, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information.

7. Limited Warranty and Limitation on Damages.

Company warrants that WEBSITE products and services will conform to the Specifications for a period of 30 days from the date of acceptance by Customer. If WEBSITE does not conform to the Specifications, Company shall be responsible to correct WEBSITE without unreasonable delay, at Company's sole expense and without charge to Customer, to Bring WEBSITE into conformance with the Specifications. This warranty shall be the exclusive warranty available to Customer. Customer waives any other warranty, expressed or implied. Customer acknowledges that Company does not warrant that WEBSITE will work on all platforms. Customer acknowledges that Company will not be responsible for the results, productivity or any other measurable metric not specified in Customer's Agreement, obtained by Customer on WEBSITE. Customer waives any claim for damages, direct or indirect, and agrees that its sole and exclusive remedy for damages (either in contract or tort) is the return of the consideration paid to Company.

8. Equipment

Customer agrees to make available to Company, for Company's use in performing the services required by this Agreement, such items of hardware and software as Customer and Company agree are reasonably necessary for such purpose. Customer agrees to make available any access to services, hosting, ftp or other resources deemed necessary by Company to fulfill its obligations under this Agreement.

9. General Provisions

9.1 Entire Agreement

This agreement contains the entire Agreement between the parties relating to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the parties related to the subject matter hereof. No modification of this Agreement shall be valid unless made in writing and signed by both parties hereto.

9.2 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. Exclusive jurisdiction and venue shall be in Black Hawk County, IA.

9.3 Binding Effect, Cancellation Policy and Renewal

This Agreement shall be binding to the benefit of Customer and Company and their respective successors and assigns, provided that Company may not assign any of their obligations under this Agreement with Customer's prior written consent. This Agreement is binding for the term shown on said Agreement, under Exhibit A and in Customer's Agreement. Customer may not cancel Agreement during said term. Agreement renews on month to month basis after the conclusion of the Customer's Purchase Agreement contract terms and requires 30 day written notice to end services during month to month term.

9.4 Waiver

The waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance with every term and condition of this Agreement.

9.5 Good Faith

Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement.

9.6 No Right to Assign

Customer has no right to assign, sell, modify or otherwise alter this Agreement, except upon the express written advance approval of the Company, which consent can be withheld for any reason.

9.7 Right to Remove Resources

In the event Customer fails to make any of the payments set forth of Exhibit A and in Customer's Purchase Agreement within the time prescribed in Exhibit A and in Customer's Agreement, Company has the right to remove any WEBSITE under Company control until payment is paid in full, plus accrued late charges of 1 1/2% per month.

9.8 Indemnification

Customer warrants that everything it provides Company to employ in WEBSITE is legal owned or Licensed to Customer. Customer agrees to indemnify and hold Company harmless from any and all claims brought by any third-party relating to any aspect of WEBSITE, including, but without limitation, any and all demands, liabilities, losses, costs and claims including attorney's fees arising out of injury caused by Customer's products/services, material supplied by Customer, copyright infringement, and defective products sold via WEBSITE. Customer agrees to indemnify Company from responsibility for problems/disruptions caused by third-party services that Customer may use such as merchant accounts, shopping carts, shipping, hosting services, real time credit card processing and other services that relate to the ownership and operation of WEBSITE or multimedia project

9.9 Use of Material for Promotional Purposes

Customer grants Company the right to use its work in producing WEBSITE for promotional purposes and/or to cross-link it with other advertising developed by Company. Customer grants Company the right to list, reference or otherwise identify Customer as a client of Company in Company's advertising and marketing.

9.10 No Responsibility for Loss

Company will have no responsibility for any third -party disrupting, intruding or otherwise copying files in part or in whole on all or any part of the work performed for WEBSITE. Company is not responsible for any down time, lost files, improper links or any other loss that may occur in the operation of WEBSITE under this Agreement.

9.11 Right to Make Derivative Works

Company will have the exclusive rights in making any derivative works from any of its work, practices, coding, programming or other work in regards to WEBSITE.

9.12 Attorney's Fees

In the event any party to this Agreement employs an attorney to enforce any of the terms of the Agreement, the prevailing party shall be entitled to recover its actual attorney's fees and costs, including expert witness fees.

9.13 Identification of Company

Customer agrees that Company identification may be annotated, and remain, within the code or on the WEBSITE as the authors. Customer also agrees to put Company's copyright notices on WEBSITE and the relevant content therein.

9.14 Transfer of Rights

In the event Company is unable to continue maintenance of WEBSITE services, non-exclusive rights to WEBSITE will be granted to Customer. Transfer of Rights does not apply to non-transferable third-party licenses and proprietary Material owned by the Developers.

9.15 Domain Name

Any domain name registered on Customer's behalf will be made in Customer's name for both the billing and administrative contacts. The technical contact is generally required to be the hosting ISP or Domain Registrar. Company will not register domain names in the Company name. Customer is responsible for renewing Customer's domain name.

1. Customer agrees to pay Mudd Advertising inc. an initial set-up fee agreed upon in Customers Purchase Agreement, according to the following terms:

- A). 100% of the price upon execution of the Agreement.
- B). Service will begin upon receipt of payment
- 2. Customer agrees to pay Mudd Advertising Inc. a monthly fee of that agreed upon in the Customers Purchase Agreement according to the following terms:
 - A). 100% of the fee upon due on the first of every month.
 - B). Fee is to be credited one month in advance for service rendered in Agreement.
- 3. **Customer agrees to pay for the Mudd Advertising Inc. fee and all expenses, as set forth above, within 15 days of invoice. All unpaid balances shall accrue interest at 1 ½ % per month.**
- 4. **Contract length and terms are stated in Customer's Purchase Agreement. Agreement will renew on a month-to-month basis after the conclusion of the Customer's Purchase Agreement contract terms. See Cancellation requirements under 9.3 Binding Effect, Cancellation Policy and Renewal.**

Internal use only 5/5/2014 10:55 AM

Manufacturer: Non-Automotive

Franchise: Non-Automotive

Bill To: Mudd Advertising