



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: Dave Ebert
Sales Manager: Neal Tilus
Reference: 82819

Mccombs Ford West

7111 Nw Loop 410

San Antonio, TX 78238

P: (210)-509-1000 F: (210)-509-1030

Client ID: 20903

Pricing

Subtotal: \$4,500.00
Total Cost: \$4,500.00

*If paying by credit card a 3.00% (\$359.97) processing fee will be assessed.

General Information

Campaign Theme: Service Reactivation Program
Billing Month: February, 2014
Coop: QUICK LANE

Product List Mailing Versions

Mailing Piece Description	Sales Dates	Drop Date	Quantity	List Type	Postage
V1 - [NJ] - 8.5x14 4/4 #100 Gloss, Text Tab	2/18/2014 To 4/19/2014	2/11/2014	6,000	In-House	3rd Class
V2 - [NJ] - 8.5x14 4/4 #100 Gloss, Text Tab	2/18/2014 To 4/19/2014	2/11/2014	1,500	ADG VIN	3rd Class
	3/18/2014 To 4/19/2014	3/11/2014	1,500	ADG VIN	3rd Class
	3/18/2014 To 4/19/2014	3/11/2014	6,000	In-House	3rd Class

Product List

Description	Quantity	Sales Dates	Due Date
Brandcasting	1	2/10/2014 To 4/19/2014	2/10/2014
Email Blast	1	2/11/2014 To 4/19/2014	2/11/2014
Email Blast	1	3/25/2014 To 5/25/2014	3/25/2014
Mailer Charge	1	2/10/2014 To 4/19/2014	2/10/2014

Brandcasting/Servicecasting

Website Url: myservicepecials.com Site Campaign: Service Specials Site Version: 1.1 Ford Only
Website Includes: Brandcasting Site, Web Banners, Email Blasts (2) and Analytics

Special Notes: Thank you for your business!

Guarantee: If the dealer does not generate at least \$35,997 in total revenue directly from the mailing list in the 8 week period, name or address match, Mudd Advertising will refund 1/2 their money.

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

Please Initial

1. Payment in full must be received by Mudd Advertising prior to [Due Date]. Interest will accrue on past due accounts at the rate of 1.5% per month (18% APR). Your Territory Manager will arrange payment with you via Fax-A-Check, Visa, Mastercard or American Express.
2. Mudd Advertising shall have the right, but not the obligation, to put promotions on hold if term #1 is not satisfied.
3. 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.
4. If sales or use tax is not stated on the invoice, it is not an indication that no sales or use tax is due.
5. 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.
6. Mudd Advertising is not responsible for late or undeliverable mail.
7. 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.
8. 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.
9. 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.
10. 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.
11. FACSIMILE SIGNATURE AND DOCUMENTS SHALL HAVE THE SAME FORCE AND EFFECT AS SIGNED ORIGINAL DOCUMENTS.

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