

SERVICE AGREEMENT TERMS & CONDITIONS

- 3. Rates:** The Customer agrees to the placement and/or management of the services and/or products identified on the face of this Agreement ("Contract"), at the stated issue rates, subject to any identified discounts.
- 4. Authority to Sign:** The person executing this Contract on behalf of Customer represents, warrants, and agrees that such person has been duly authorized and empowered by Customer to execute this Contract on behalf of Customer and said Contract is a valid and binding legal obligation of Customer.
- 5. Acceptance:** This Contract shall become effective only upon approval by Summit's Administrative Office.
- 6. Binding Agreement:** This Contract shall become a binding and legal Contract between the Parties within three (3) business days after signing unless rejected and/or cancelled in accordance with specific provisions set forth herein.
- 7. Amendment:** No alteration or amendment of this Contract shall be effective unless accepted in writing by Summit at its Administrative Office at the address identified on the face of this Contract. Summit Sales and Customer Service Representatives do not have the authority to alter any of the terms and conditions of this Contract.
- 8. Cancellation and/or Termination:** Customer may cancel this Contract within three (3) business days of signing by providing written notice sent by U.S. mail, reputable overnight courier, or hand delivery to Summit's Administrative Office at the address identified on the face of this Contract, Attn: Cancellations.
- In the event of cancellation within this timeframe, Summit may assess reasonable charges related to the processing and/or preparation of the order, invoice Customer for said work, and deduct such charges from any refund due Customer.
 - Start-up costs are non-refundable.
 - In the event that the Customer terminates service prior to end of the term, Customer shall pay Summit as liquidated damages, and not as a penalty, an amount equal to the total amount due Summit under this contract, less all prior payments made.
 - The change of business name, telephone number, address, and/or the discontinuance or sale of a business after the execution of this Contract shall in no way affect the validity or enforceability of this Contract.
- 9. Initial Term and Renewal:** The initial term of this Contract shall consist of the term elected on the face of this Contract for each selected product and/or service. At the end of the initial term, this Contract shall automatically renew for successive one (1) month terms until written cancellation notice is received. Written cancellation notice after the initial term must be received from the Customer by U.S. mail, reputable overnight courier, or hand delivery to Summit's Administrative Office at the address identified on the face on this Contract, Attn: Cancellations. Notice must be received no less than 30 days prior to the first day of the last month of service.
- 10. Billing & Payment Terms:**
- Accounts are invoiced on the 1st of each month and payments under this Contract are due and payable by the 10th of each month.
 - Payments made under a "Direct Payment Authorization Agreement" will be processed on the first (1st) business day of each month during the term of the Contract.
 - Payments will be applied first to the oldest outstanding balance.
 - Any check returned from the bank (for any reason) will incur a charge of \$35.00, due immediately, in addition to the amount of the check itself.
- 11. Default and Collection:** If Customer fails to pay any amount due under the terms and conditions of this Contract within thirty (30) days of billing date, Customer will be assessed a late charge of 1.5% per month (18% annual percentage rate) of the past due amount. Upon the second such failure Summit shall have the right to declare the entire balance due under the Contract immediately due and payable, including any discounts shown on the face of the Contract. Summit may, at its discretion, suspend or cancel Customer's products and/or services until account is current. Customer agrees to pay the reasonable costs incurred by Summit in enforcement and collection of this debt including reasonable attorneys' fees, court costs, agency fees and other collection expenses. Any failure by Summit to enforce its rights under this paragraph shall not be construed as a waiver of such rights.
- 12. Advertising Content:** Customer is responsible for supplying all necessary user names, passwords, website credentials, keywords, text, copy, illustrations, photos, data, videos and/or images needed to fulfill this Contract.
- Summit reserves the right to reject unacceptable content that may be false, misleading, deceptive, offensive, is or may be a violation of an existing or proposed law, or which in any way reflects adversely on the character, integrity, or standing of any person or business.
 - Advertiser agrees to honor all coupon and/or other offers published through the expiration date (if applicable) stated on the coupon and/or other offers.
 - No specific position, page or search result is guaranteed.
- 13. Customer Communication:** Customer agrees to engage in the entire process. It is Customer's responsibility to provide updated user names and passwords to Summit when changes occur. If Customer fails to interact or provide the information necessary Summit may, at its discretion, suspend work on Customer's products and/or services. Customer is still responsible for making all payments agreed to in this Contract.
- 14. Products and/or Services:** Customer agrees to the terms and conditions of Summit's products and/or services located at www.summitmediasolutions.com/terms/. Service for all products and/or services identified on the face of this Contract begin no later than the first of the month following the date the Contract was signed. Summit will provide Customer with ongoing reporting, when applicable, outlining the result of marketing activities initiated by Summit on behalf of the Customer as part of this Contract during the term of service in which payments for all services are received in a timely manner.
- Brand Management Services:** The service date starts upon receipt of the Contract at Summit's Administrative Office regardless of when Customer completes and returns their questionnaire. Summit agrees to make commercially reasonable efforts to provide Customer with services that enable Customer to manage its online reputation, including but not limited to Customer's internet content such as visibility, ratings, review and mentions, competitive monitoring and social media publishing.
- Digital Advertising Services:** Summit will provide Customer with the creation, management and purchasing of media for the advertising campaign.
- Scope of Services:
- Summit agrees to create, prepare, and submit advertising programs to Customer for approval;
 - Write, design, edit, illustrate, or otherwise prepare Customer's advertisements or other appropriate forms of Customer's message;
 - Order the space, time, or other means to be used for Customer's advertising;
 - Properly incorporate the message in mechanical or other form and forward it for fulfillment of the order;
 - Check and verify insertions, displays, broadcasts, or other means used, to such degree as is usually performed by advertising agencies.
- Search Engine Optimization (SEO):** This program includes the optimization for the chosen number of keywords and the application of SEO strategies for the Customer's website, with the purpose of improving Customer's ranking in organic search engines results for selected keywords.
- Customer's website is not hosted by Summit.
 - Customer must provide access to its website.
 - Customer acknowledges Summit will make reasonable efforts to optimize Customer's ranking, but no ranking position will be guaranteed.
 - Summit will not be held liable for any unfavorable search results arising from said service.
- 15. Indemnification:** Customer hereby warrants and represents that it has full right and authority to use any name, address, trademark, service mark, trade name, trade address, logo, photograph, illustration, advertising and/or video copy furnished by Customer to Summit. Customer agrees to indemnify and defend Summit against any and all claims, actions, liabilities, expenses, costs, losses or damages related to copyright or trademark infringement, defamation, invasion of privacy, and/or any other third-party claim for personal, professional, or economic injury arising out of the services provided by Summit contracted for herein.

16. Consent: Customer acknowledges that they have elected services that require use of proprietary software, platforms and services which are provided by affiliated companies and/or agencies in order to fulfill the terms of this Contract. Customer authorizes Summit to utilize the above-referenced software, platforms and services to fulfill this Contract, and agrees to all associated terms and conditions of such usage. Customer hereby releases Summit to act on its behalf when fulfilling the products and/or services identified on the face of this Contract. Any and all terms and conditions agreed upon by Summit shall carry the same weight as my own consent.

17. Accuracy: Summit will use reasonable efforts to ensure accuracy of all content. It is the responsibility of Customer to provide any and all changes in name, address, telephone number or any other error or omission in writing to Summit's Administrative Office at the address identified on the face of this Contract. In the case of data entry errors corrections will be made as soon as feasibly possible after Summit receives notice.

18. Revisions: There will be no charge for changes in name, address, telephone number or website if they are made within the first three (3) business days of this Contract. If notification is received after the first three (3) business days, Summit will determine the associated cost of work necessary to facilitate the change(s) and charge Customer accordingly.

Digital Ad Program: Customer may make image or information revisions within three (3) business days at no charge. Each additional revision will be billed at \$100.00 per hour.

BestLocalSearch.com: The first proof change or information revision will be made at no charge. Internet coupons may be revised one time within a 12 month timeframe at no charge. Each additional revision will be billed at \$35.00 per change.

Videos: Videos may be revised one time within 30 days of the notification of fulfillment at no charge. Each additional revision after 30 days will be billed at \$100.00 per hour.

19. Limitation of Liability: Customer agrees to indemnify and hold Summit, its subsidiaries and affiliates, its directors, officers, agents, contractors, partners and employees harmless from any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, incurred by Customer, or any third party, for any indirect, consequential, exemplary, incidental, special or punitive damages, including for any lost profits or lost data arising from Customer's use of Summit's sites or services, or those of any of the related sites, services, or third party applications that are necessary to provide products and/or services irrespective of cause or theory. Customer shall be limited to injunctive relief only, regardless of the cause of action.

20. Contact Information: By providing the name, business name, address, phone number, cell phone number and/or email address, Customer is authorizing Summit to use this information to contact Customer as a method of communication. Customer's information and/or email messages may be forwarded to office staff members and affiliates as needed to facilitate the handling of the Contract and associated services. Customer's information will not be sold to any outside entity for any reason.

21. Effect of Partial Invalidity: If any term or provision of this Contract is determined to be invalid under applicable statute or rule of law, it will only to that extent be omitted, without impairing the enforceability of the remainder of the Contract.

22. Governing Law: This Contract, and all rights and obligations of the parties hereunder, shall be governed by, and construed and interpreted in accordance with the laws of the State of Missouri. In the event of litigation, the venue of any action shall be in Clay County, Missouri.

23. Entire Contract: This Contract contains the entire Contract between the parties with respect to the subject matter hereof, and shall be binding upon the original parties, their subsidiaries, successors, officers, agents, attorneys, heirs and assigns.