

PROSPECT GENIUS ADVERTISING SERVICES TERMS OF SERVICE

Last Revised 01/04/2023

1. **INTRODUCTION.** Prospect Genius, with offices at 279 Troy Rd, Ste 9, Rensselaer NY 12144, (or “We,” “Us,” “Our”) agrees to provide you (“Advertiser”) with Advertising Services (defined in Section 3 below), subject to the Advertiser’s compliance with the Terms of Service hereafter outlined (the “Terms of Service”). Please read the Terms of Service carefully. As an advertiser engaging Prospect Genius for our Advertising Services, Advertiser agrees to be bound by these Terms of Service, both for current and for any additional services for which it may contract with us, including all payment terms (collectively, the “Agreement”). By “Advertiser,” as we use that term herein, we mean you, whether you are using the Advertising Services yourself, or whether you are securing the advertising services as agent for the actual advertiser. In the latter case, you represent that you have authority to legally bind the advertiser you are representing, and both you and the advertiser you are representing are jointly and severally bound as if you each separately consented to this Agreement.

2. **MODIFICATIONS.** Any modifications to the terms of the agreement between Advertiser and Prospect Genius shall be made in writing. Modifications must be made by an authorized officer of Prospect Genius; no member of our sales team has the authority to modify the Terms of Service. Advertiser understands that we may modify our standard Terms of Service and service offerings from time to time, and that we reserve the right to adjust the pricing of such services, effective upon the next automatic renewal date of the affected Advertising Service(s), after not less than thirty (30) days’ advance written notice to Advertiser.

3. **DEFINED TERMS.** (1) “Advertising Services” are the products and/or services by which we will market Advertiser’s business/services through various online methods. (2) “Order Date” shall refer to the date when the request for Advertising and payment information are submitted to us by Advertiser. (3) “Advertiser Content” means any content provided by Advertiser and used by us in providing the Services, including Advertiser’s brand features, text, and images provided by Advertiser, the content of Advertiser’s website that we use to create a CoreSite, and any third-party logos (e.g., society memberships). (4) “CallTrax Phone Number” shall refer to any phone number assigned to Advertiser by us for use in the Advertising Services. (5) “CoreSite” or “Site” shall refer to the website created by us, for Advertiser. (6) “Our Content” means any content that is not Advertiser Content. (7) “Client Portal” is the website located at www.prospectgenius.com/portal/ that allows Advertiser access to information about its account and Advertising. (8) “Ads” means advertisements created by us with information about an Advertiser’s business. (9) “Lead” is defined as an individual or entity who contacts Advertiser to inquire about Advertiser’s business or products/services with the intention of consuming said products/services either immediately or at some future date. (10) “Syndication” shall mean the act of us delivering an Ad, Document, or other Content to one or more of our advertising partners and requesting said partners to display the Content on their respective websites.

4. PAYMENT AND FEES.

- a. **TYPES AND TIMING OF FEES:** The specific payment terms for the Advertising Services purchased are outlined in the Service Confirmation E-mail sent to Advertiser prior to Order Date. All fees must be paid in United States dollars. Advertiser is solely responsible for any applicable taxes. Except as otherwise set forth herein, all fees are nonrefundable.
 - i. Setup Fees and One-time Fees are charged on or about the Order Date.
 - ii. Recurring Monthly Fees are charged on or about the same day each month until the Agreement is terminated in accordance with Section 7 of this document.
 - iii. Recurring Semi-Monthly Fees follow the same basic pattern as Recurring Monthly Fees but occur approximately every two weeks rather than once per month.
 - iv. Financing. Advertiser agrees to pay Prospect Genius the entire amount of all One-time Fees and Setup Fees. If agreed upon in writing at the time of the Order, One-time Fees and Setup Fees may be broken into up to equal installments. Upon termination of this agreement, the unpaid balance of all One-time Fees and Setup Fees shall become immediately due and payable as if in arrears and payable in advance.
- b. **LATE PAYMENT.** Payments made by billing of a credit card or debiting of a bank account are intended in part to avoid the inconvenience and cost to both parties of late or missed payments. However, it is Advertiser’s responsibility to ensure that we have the most up-to-date credit card or bank account information, and that such methods are viable for payment of the fees due to us for the Advertising Services. In the event of a failure of the payment method authorized by Advertiser, the outstanding balance is subject to a late fee equal to 10% of the total payment due, but not to exceed the maximum amount allowed by applicable law. In addition to late fees, Advertiser agrees to pay all attorneys’ fees and costs incurred by us for late payment collection efforts.
- c. **AUTHORIZATIONS:** Advertiser represents that it either owns or has been given permission to use the method of payment used to purchase Advertising Services and that Advertiser, and not Prospect Genius, shall be responsible for the full amount of any unauthorized or illegal transactions, in addition to any other applicable fees or penalties.

Advertiser authorizes us, or our merchant services provider, to store Advertiser's financial information for the purpose of facilitating payment to us. It is Advertiser's responsibility to notify us, in writing, of any changes or updates to Advertiser's financial information, and Advertiser is solely responsible for its failure to do so.

Advertiser hereby authorizes us to charge the credit card or other payment method provided for any such amounts when due. Amounts due will be automatically charged, in advance.. If we suspend any Service or terminate this Agreement due to nonpayment by Advertiser, Advertiser agrees that it owes all amounts that would be due as if we had not suspended the Service or the Agreement had remained in effect.

- d. **RATE CHANGES.** From time to time, it may be necessary to increase the previously agreed upon rates. Prospect Genius reserves the right to increase rates and Advertiser agrees to pay the new, higher rates unless Advertiser cancels the Advertising Services. Prospect Genius will notify Advertiser at least 30 days in advance of any such rate increases taking effect.

5. TERMINATION OF AGREEMENT; CANCELLATION AND SUSPENSION OF SERVICES.

- a. Advertiser may cancel the Advertising Services by notifying us in writing. Notice may be submitted by e-mail to cancel@prospectgenius.com, by fax to 888-488-9011, or by USPS to Prospect Genius, 279 Troy Rd, Ste 9, Rensselaer NY 12144. Our only actions upon cancellation will be to send confirmation of cancellation request to Advertiser and to cease all future Advertising efforts. Cancellation requests must include Advertiser's full name and company name.
- b. Within five (5) business days of receiving the notice of cancellation, we will stop all recurring billing. A confirmation code will be sent via the same method (fax, e-mail, or USPS) used by Advertiser to notify us of cancellation.
- c. In the event such notice is received later than five (5) business days before the next automatically recurring payment, then the next automatically recurring payment will still be made as a final payment, the Advertising Services will continue for an additional renewal term, and termination will occur at the end of the additional renewal term.
- d. If Advertiser cancels Advertising partly through a billing cycle, we will continue to provide Advertising in accordance with this agreement until the expiration of the then-current term. (For example, if Advertiser is billed on the 15th day of the month, and cancels Advertising on the 30th day of that month, Advertising will continue until the 14th day of the following month.) Refunds will not be issued for partially used months.
- e. In the event of any failure by Advertiser to make payment, we have the right to terminate Campaign 30 days after the date of the last fully paid invoice.
- f. Prospect Genius may terminate this Agreement or cancel any of the Services at our discretion at any time. If we initiate such termination or cancellation, we will refund only any prepaid but unused fees.
- g. If any canceled Advertising is or includes a third-party service, including but not limited to PPC, Remarketing, and Facebook Ads, Prospect Genius will stop said services within two (2) business days of Advertiser's request to cancel. Any fees due to the third party will be Advertiser's sole responsibility.

6. PERSONAL INFORMATION. By agreeing to these Terms of Service, Advertiser also agrees to receive information from us regarding Advertiser's account, and about the Advertising Services provided to Advertiser (together "Service Messages"). Advertiser also agrees to receive marketing information from us about our promotions or announcements or offers to provide additional or enhanced services ("Marketing Messages"). During the time that Advertiser is receiving the Advertising Services, Advertiser cannot opt out of the Service Messages.

7. REQUESTED CONTENT CHANGES. Upon acceptance of these Terms of Service, Advertiser agrees to review written materials for content accuracy and submit requested changes in writing (fax, mail, or e-mail) within 30 days of Order Date. All requested changes are to be submitted together, in a single batch. Changes requested after the aforementioned 30-day period may incur additional fees. Requested changes will be made at our discretion.

8. CALL RECORDING AND MONITORING. For quality assurance, we record and/or monitor calls between Advertiser — including all Advertiser's physical locations and associated personnel ("Locations") — and our agents, employees, and/or affiliates regarding the Services (the "Service Calls"). If the Advertising Services include call recording or monitoring, we will record and/or monitor incoming calls and e-mails between the Location (or the Location's agents, employees, and/or affiliates) and people who contact the Location through the CallTrax telephone numbers or contact forms we provide (the "Inbound Calls" and, collectively with Service Calls, "Call Recording and Monitoring"). By this Agreement, Advertiser, on behalf of itself and each Location, consents to any and all Call Recording and Monitoring performed by us or our agents, employees, and/or affiliates. Advertiser acknowledges that it, or the applicable Location, is responsible for notifying and obtaining consent to Call Recording and Monitoring from all of its agents (including employees and independent contractors) who may be recorded or monitored in a Service Call or Inbound Call (the "Recorded Persons"). It is Advertiser's sole responsibility to provide and/or obtain (or require each Location to provide and/or obtain), and Advertiser covenants that it will provide and/or obtain (or require each Location to provide and/or obtain) all notices, consents, and permissions relating to Recorded Persons as may be required by applicable laws and regulations.

9. ACCESS. Advertiser is authorized to access Prospect Genius-owned, -operated, or -hosted websites that require login or account information solely to manage Advertiser's advertising account(s). Advertiser agrees that it will not use the site or any content therein for any other purpose, and that it will not disseminate or distribute any of said

information. Advertiser's right to access its account with us is personal to Advertiser and nonassignable, and is subject to any limits established by us. Advertiser agrees that it will not use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access Advertiser's account with us or to monitor or copy our website or the content contained therein, except those automated means expressly made available by us.

10. **LATENCY.** Advertiser understands that any information or data provided by Advertiser to us may not be processed on a real-time basis and may be subject to the latency of the Internet, our systems, and systems of third-party partners and search engines.

11. **GUARANTEES.** We make absolutely no guarantees as to the number of Leads produced, search engine ranking attained, nor any other result of any of our advertising efforts.

- a. **AVAILABILITY AND UP-TIME.** Although we will take reasonable measures to ensure that the Advertising Services are generally accessible, we do not warrant that the Advertising Services can be accessed (i) through all Internet browsers; or (ii) through any device that can access the Internet. We do not warrant that the Advertising Services will be accessible 24 hours a day and 7 days a week, and we shall have no liability in connection with any failure of availability or usability of any Advertising Service nor any element thereof.

12. **THIRD PARTY ACCOUNTS AND LISTINGS.** Advertiser authorizes us to act as an agent of Advertiser for the purposes of creating, updating, and maintaining listings and accounts on third-party websites. If, during the course of the Advertising Services, we take over control of any existing third-party account or listing on behalf of Customer, we will (upon request) relinquish control of said account(s) or listing(s). At our sole discretion, we will either turn over the login information or delete/deactivate the account(s) or listing(s).

13. **OWNERSHIP OF NONADVERTISER PROPERTY.** Except as specifically enumerated in section 34 of this document, title and full ownership rights in and to the Advertising Services, together with any and all ideas, concepts, campaign optimizations, computer programs, graphic designs, phone numbers, website URLs, and other technology supporting or otherwise relating to pay-per-click (PPC) bid management, task management, and optimization platform and website(s) (collectively, "Our Materials" or "Content"), shall remain at all times solely with us and/or with the respective outsourced service provider or author, or with our Promotional Partner, if applicable, as if Promotional Partner was the owner of the same.

Advertiser agrees not to copy, republish, frame, download, transmit, modify, adapt, create derivative works based on, rent, lease, loan, sell, assign, distribute, display, license, sublicense, or reverse engineer the Content, the CoreSite, or any portions of the CoreSite. In addition, Advertiser agrees not to use any data mining, robots, or similar data gathering and extraction methods in connection with the Site.

14. Advertiser acknowledges that it has not acquired any ownership interest in our Materials and will not acquire any ownership interest in our Materials by reason of this Agreement. **ADVERTISER'S WEBSITE.** Unless Advertiser's website is designed and provided by us as a part of its Advertising Services, Advertiser hereby acknowledges that neither we nor our Promotional Partner (if applicable) are responsible for the development, maintenance, and operation of Advertiser's website(s), nor for any content or other materials that appear on Advertiser's website(s), nor are we or our Promotional Partner responsible for order entry, payment processing, shipping, cancellations, returns, or Advertiser service concerning orders placed on Advertiser's website(s). Advertiser further warrants that it will not add to or place upon its site any Prospect Genius or Promotional Partner owned or licensed content, including but not limited to any of our search listings, images, ad copy, or website copy, except pursuant to a separate signed affiliate agreement with us.

15. **ADVERTISING INFORMATION, MATERIALS, AND MODIFICATIONS.** Advertiser shall provide us with true, accurate, and current information for all Advertising placed with us. Advertiser certifies that it has the legal right to use all information, names, trademarks, and search terms it provides. Advertiser will provide all materials for the Advertising in accordance with our policies in effect.

16. **CALL TIME UPGRADES.** If during the Advertising Services, Advertiser utilizes the CallTrax Phone Number in excess of its allotted number of minutes in any given month, Advertiser will pay an additional monthly fee. We reserve the right to change the fee and/or the allotment of minutes.

17. **AUTHORIZATION TO SUBMIT REVIEWS.** Advertiser authorizes us to post or submit reviews provided by Advertiser's customers. We will not alter, misconstrue, or fabricate customer statements.

18. **ADVERTISER REPRESENTATIONS AND WARRANTIES.** Advertiser represents and warrants to us, and to our Promotional Partner if applicable, that for and continuing throughout the term of this Agreement:

- a. This Agreement constitutes a valid, binding, and enforceable agreement in accordance with its terms;
- b. Advertiser is responsible for its own responsiveness to communications and inquiries from us and acknowledges that any lack of responsiveness could materially impact the effectiveness of the Advertising Services;
- c. Information or data that Advertiser (including its agents or representatives) has provided or will provide for Advertising Services is and will be both accurate and complete to the best of Advertiser's knowledge;
- d. Advertiser is the authorized owner or representative of the website(s) for which Advertising Services will be performed unless the website to be promoted by the Advertising Services is designed and provided by us; and,
- e. Advertiser's website does not violate any applicable law or regulation; does not infringe in any manner on any third-party rights, including, without limitation, copyright, patent, trademark, trade secret, or other intellectual

property right or right of privacy or publicity; is not false or misleading; has not and will not result in any consumer fraud, product liability, breach of contract, injury, damage, or harm of any kind to any person or entity; is not defamatory, libelous, slanderous, or threatening; is free of viruses; does not contain, promote, or offer any form of spyware, adware, or other advertising or information collection software; and/or does not contain, link to, or promote any of the following: violence; hate crimes (whether racial or otherwise); illegal activities; or discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age.

19. ADVERTISER COVENANTS. Advertiser further agrees to perform as follows:

Advertiser will not hold us or our affiliates, or Promotional Partner or its affiliates, if applicable, liable or responsible for the activities of visitors who come to Advertiser's CoreSite(s) through Advertising Services.

In the event that Advertiser has been referred to the Advertising Services by or through a Prospect Genius partnership promotion, such that Promotional Partner is a beneficiary of these Terms of Service, Advertiser agrees that we may share all data we obtain, including product performance data, with Promotional Partner, and Promotional Partner shall have the same rights to access and use said data as we ourselves.

Advertiser agrees that if the Advertising Services ordered from us include paid search management, and if the paid search management is being performed through an existing account rather than our account, then Advertiser will grant us exclusive administrative access to said account. Advertiser may retain read-only access, but will allow us to perform the Advertising Services without shared administrative rights. Advertiser acknowledges that this is necessary for us to effectively perform the Advertising Services.

Advertiser will not, for a period of one (1) year following the date on which the term of this Agreement ends, either (a) solicit for employment any employee or independent contractor employed by us, (b) advise or encourage any employee or independent contractor employed by us to terminate employment with us, or (c) knowingly interfere or attempt to interfere with the employment relationship between us and any of our employees or with any relationship between us and any independent contractor who performs services for us. Notwithstanding the foregoing, general solicitations for employment (e.g., through job boards or general advertisements) and any employment relationship established as a result of responses to general solicitations for employment shall not be deemed a violation of this Advertiser Covenant.

If Advertiser sells or promotes adult materials, alcohol or tobacco products, controlled substances, prescription medications or over-the-counter medications, or other age-restricted products and/or services, Advertiser will: (i) have age verification on its site's home page and in the sales process in compliance with all applicable laws and regulations; and (ii) shall not offer such products and/or services in jurisdictions in which they are prohibited or are in any way restricted; and (iii) agrees that Advertiser will indemnify us against any claims, losses, damages, fines, penalties, or the like which may be sought, assessed, or imposed as a result of Advertiser's sale or promotion of such products or services.

20. ADVERTISER INDEMNIFICATION OBLIGATIONS. Advertiser agrees to indemnify, defend, and hold harmless us, our distribution partners (including Promotional Partners if applicable), their respective licensors and licensees, and affiliated companies, and any of their respective officers, directors, employees, representatives, and agents (collectively the "Indemnified Parties"), from and against all claims, actions, liabilities, losses, expenses, damages, and costs (including, without limitation, reasonable attorneys' fees) that may at any time be incurred by any of them by reason of any claims, suits, or proceedings (collectively being referred to herein as a "Claim") for, including without limitation, libel, violation of right of privacy or publicity, copyright infringement, trademark infringement, or other infringement of any third-party right, fraud, false advertising, misrepresentation, product liability, or violation of any law, statute, ordinance, rule, or regulation throughout the world in connection with Advertising Services performed on behalf of Advertiser, Advertiser's client's website(s), or contents therein, Advertiser's conduct, acts or omissions, or any alleged or proven breach by Advertiser of any term, condition, agreement, representation, or warranty herein. This indemnification excludes any Claim that arises solely from the acts or omissions of an Indemnified Party, as to that party. An Indemnified Party will notify Advertiser of any claim, action, or demand for which indemnity is required in the reasonable opinion of Indemnified Party, and will cooperate with Advertiser at Advertiser's expense. An Indemnified Party shall have sole discretion to accept or reject the law firm Advertiser chooses to defend the Indemnified Party, which firm must be experienced in defending similar claims. Advertiser may not settle any lawsuit or matter relating to the culpability or liability of an Indemnified Party without the prior written consent of that party. An Indemnified Party will have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense. Without limiting any rights and remedies hereunder or under applicable law, we shall have the right to set off any liability of Advertiser to us with respect to a Claim against any amounts held on deposit with us by Advertiser.

21. ERRORS AND OMISSIONS. In no event shall we be liable for any act or omission, or any event directly or indirectly resulting from any act or omission, of Third Parties (if any), and any error or omission on our part is limited to the amount of billable activity and fees incurred during the duration of any error or omission.

22. LIMITATION OF LIABILITY AND WARRANTY DISCLAIMER. Advertiser acknowledges and agrees that it will not hold us, or our Promotional Partner if applicable, liable for any errors in content, omissions, consequences, damages, costs, refunds, or rebates of any kind arising from any interruption of service or other unavailability of the Internet or website(s) in which the advertisements are published for whatever reason. Advertiser further acknowledges and agrees that errors or mistakes in the performance of the Advertising Services, including but not limited to misspellings or miscommunications, do not create a right to refund for the Advertiser. Advertiser will give us timely notice and allow us a reasonable opportunity thereafter to cure any identified errors or omissions. We make no representations or

warranties relating to the results of Advertising Services, including without limitation, the number of impressions, click-throughs, or leads and any promotional effect or return on investment thereof. As we rely on third parties for certain data, we make no guarantees regarding the accuracy, reliability, or completeness of any such data, including but not limited to usage statistics.

In no event shall we, or our Promotional Partner if applicable, be responsible for any consequential, special, lost profits, or other damages arising under this Agreement. Without limiting the foregoing, neither party shall have any liability for any failure or delay resulting from any condition beyond the reasonable control of such party, including but not limited to governmental action, fire, flood, earthquake, power failure, riot, explosion, labor or material shortage, carrier interruption of any kind, or work slowdown.

23. **ADDITIONAL ASSISTANCE.** In the event Advertiser requests or purchases any additional assistance, which may include, without limitation, adding tracking codes or making other changes to Advertiser's website(s), in connection with Advertising Service, then Advertiser agrees to provide us with access to perform the requested or purchased additional assistance. Advertiser acknowledges that any additional assistance provided by us is also subject to the limitations of liability in this Agreement.

24. **SUCCESSORS AND ASSIGNS.** Subject to the limitations set forth herein on assignment of this Agreement or the rights hereunder by Advertiser, all of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns. Advertiser agrees that any of its agents, representatives, employees, or any person or entity acting on its behalf with respect to the use of the Advertising Services, shall be bound by, and shall abide by, these Terms of Service.

25. **DISPUTES.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof ("Dispute"), the parties hereto shall use their best efforts to settle the Dispute. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration in Saratoga County, New York, and shall be administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

26. **CHOICE OF LAW AND FORUM.** This Agreement and the relationship between Advertiser and us shall be governed by the laws of the state of New York applicable to contracts entered into and performed in New York by residents thereof. Any claim by either party hereto against the other party hereto arising out of or in connection with this Agreement or the Service shall be brought in a court of competent jurisdiction located in the county of Saratoga, state of New York.

27. **ATTORNEYS' FEES.** In the event a dispute arises between the parties hereto, then the prevailing party in such dispute, whether or not a final decision is ultimately rendered by the court, shall be entitled to receive its attorneys' fees reimbursed from the nonprevailing party.

28. **HEADINGS.** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents thereof.

29. **WAIVER.** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver. No waiver of any breach or default of this Agreement by either party hereto shall be considered to be a waiver of any other breach or default of this Agreement.

30. **ENTIRE UNDERSTANDING.** This document, with any other materials, documents, understandings, or agreements incorporated by reference herein, and any exhibit, schedule, or other supplementary document attached hereto, constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

31. **NO THIRD-PARTY BENEFICIARIES.** The covenants, undertakings, and agreements set forth in this Agreement are solely for the benefit of and enforceable by the Parties, and where indicated, Promotional Partner, or their respective successors or permitted assigns.

32. **SURVIVAL.** The sections of this Agreement that address or govern matters or circumstances that could occur after termination of this Agreement shall be interpreted to survive any such termination.

33. **SEVERABILITY.** In the event that any clause, term, or provision of this Agreement is found to be unenforceable or otherwise disfavored under law or public policy such that a court of law would not enforce the same, then the same shall be severed from this Agreement and the remainder of the Agreement shall remain in full force and effect, and applied in a manner that most closely fulfills the original intent of the parties hereto.

34. **SERVICES.** Additional terms of service shall be in effect, depending on the particular services provided:

a. CoreSite Creation.

i. Site Creation

- We will create a CoreSite for Advertiser. This Site will contain three (3) pages of content. Unless otherwise agreed to in writing, the three pages shall be a "home" page, "about us" page, and a "contact us" page. The content of each page will be created via our Ghost Writing service and will be governed by the terms of that service herein.

- We will create the CoreSite based on initial input from Advertiser. Advertiser is entitled to one template change and one round of revisions, during the first 14 days after we launch the CoreSite. If Advertiser requires further revisions or requests changes outside the initial 14 days, Advertiser will incur additional fees.
- Once Advertiser has fully paid all fees associated with the construction of the CoreSite, the Site shall become the property of Advertiser.

ii. CoreSite Management and Hosting

- Once Advertiser has fully paid all fees associated with the creation of the Site, Advertiser may request administrative access to the Site and hosting environment. Advertiser acknowledges that Prospect Genius cannot be held responsible for Advertiser's actions nor the consequences thereof.
- Once Advertiser has fully paid all fees associated with the creation of the Site, if advertiser wishes to change to another hosting provider, Prospect Genius will take reasonable steps to export the Site and deliver said export to Advertiser. Once the export is delivered to Advertiser, Prospect Genius will have no further responsibility to Advertiser with regard to the management and hosting of the Site.

iii. Domain Name

- If Advertiser already owns a domain and wishes to use it, Advertiser will either make the requisite changes or provide access to Prospect Genius to make the requisite changes.
- If Prospect Genius acquires a domain on Advertiser's behalf, upon termination of services the domain will be made available to Advertiser, for a fee. Prospect Genius will create a new GoDaddy account, transfer the domain to it, and then deliver the login information to Advertiser. Prospect Genius will then have no further responsibility to Advertiser with regard to the domain name.

CallTrax Phone Number(s). We will provide the temporary use of telephone number(s) ("CallTrax Number(s)" or "CallTrax Phone Number(s)") that are used to track telephone leads. Calls received through a CallTrax Phone Number will be recorded and archived unless otherwise stipulated in writing and agreed to by both Advertiser and Prospect Genius or otherwise prohibited by law. Advertiser agrees that we may substitute CallTrax Phone Numbers for the Advertiser's phone numbers. We may replace or change the CallTrax Phone Number without notice. If, after cancellation, Advertiser wishes to port the CallTrax Phone Number, the request must be submitted in writing within 10 days after termination of the Advertising Services.

b. Facebook and Instagram Ads. We will create one or more ads on Facebook's platform, which also includes Instagram.

- Fees.** Advertiser will pay us a monthly fee ("Management Fee") and a one-time setup fee ("Setup Fee") for each campaign initiated. Advertiser will also specify a monthly spending budget ("Monthly Ad Budget") to be used to purchase clicks from Facebook. The Monthly Ad Budget will be billed directly to Advertiser's credit card by Facebook for clicks and/or impressions received on Advertiser's ads. The Setup Fee and Management Fee are subject to the payment terms defined in this document. The Monthly Ad Budget fees are subject to Facebook's Terms. Advertiser is solely responsible for compliance with Facebook's policies governing payment for its services.
- Overages.** We may use up to 110% of the Monthly Ad Budget. In the event that the Monthly Ad Budget is exceeded in any given month, we will take reasonable measures to ensure that the following month's Monthly Ad Budget will be reduced by the amount it was exceeded the previous month, so that the average Monthly Ad Budget is at or below the Advertiser's specified amount.
- Credit Card.** Advertiser authorizes us to set up an account with Facebook using Advertiser's credit card and billing information. Facebook will charge Advertiser's credit card directly for clicks and/or impressions on Advertiser's Ads.

c. Pay Per Click Ads (PPC). We will create one or more advertising campaigns based on information gathered from the Advertiser about services Advertiser provides. The campaign(s) will be set up on the agreed-upon third-party advertising platform(s) ("Platform Providers") which may include but are not limited to Google, Bing, Yahoo

- Fees.** Advertiser will select a Total Monthly Budget. From that amount, Prospect Genius will be paid a percentage, specified at the time of sale (Management Fee.) The remaining amount of the Total Monthly Budget will be the Monthly Ad Budget, paid directly to the Platform Provider. The Management Fee is subject to the payment terms defined in this document. The Monthly Ad Budget fees are subject to Platform Provider's Terms. Advertiser is solely responsible for compliance with Platform Provider's policies governing payment for its services.
- Overages.** We may use up to 110% of the Monthly Ad Budget. In the event that the Monthly Ad Budget is exceeded in any given month, we will take reasonable measures to ensure that the following month's Monthly Ad Budget will be reduced by the amount it was exceeded the previous month, so that the average Monthly Ad Budget is at or below the Advertiser's specified amount.
- Credit Card.** Advertiser authorizes us to set up an account with Platform Provider using Advertiser's credit card and billing information. Platform Provider will charge Advertiser's credit card directly for clicks on

Advertiser's Ads.

- d. **Remarketing Ads.** We will create one or more advertising campaigns based on information gathered from the Advertiser about services Advertiser provides. The campaign(s) will be set up on the agreed-upon third-party advertising platform(s) ("Platform Providers"), which may include but are not limited to Google, Bing, and/or Yahoo.
- i. **Fees.** Advertiser will pay us a monthly fee ("PPC Management Fee") and a one-time setup fee ("Setup Fee") for each campaign initiated. Advertiser will also specify a monthly spending budget ("Monthly Ad Budget") to be used to purchase clicks and/or impressions from Platform Provider. The Monthly Ad Budget will be billed directly to Advertiser's credit card by Platform Provider for clicks and/or impressions received on Advertiser's ads. The Setup Fee and Management Fee are subject to the payment terms defined in this document. The Monthly Ad Budget fees are subject to Platform Provider's Terms. Advertiser is solely responsible for compliance with Platform Provider's policies governing payment for its services.
 - ii. **Overages.** We may use up to 110% of the Monthly Ad Budget. In the event that the Monthly Ad Budget is exceeded in any given month, we will take reasonable measures to ensure that the following month's Monthly Ad Budget will be reduced by the amount it was exceeded the previous month, so that the average Monthly Ad Budget is at or below the Advertiser's specified amount.
 - iii. **Credit Card.** Advertiser authorizes us to set up an account with Platform Provider using Advertiser's credit card and billing information. Platform Provider will charge Advertiser's credit card directly for clicks and/or impressions on Advertiser's Ads.
- e. **Google Business Listing Optimization.** Advertiser authorizes us to act as an agent of Advertiser for the purposes of creating, updating, and maintaining a business listing on Google's business listing platform "Google My Business" or "Google+ Local" or "Google Places" or "Google Maps." We will modify and/or augment the information in the Advertiser's Google business listing as we deem necessary to improve the accuracy, completeness, and relevancy of the listing. If we take over control of an existing account or listing on behalf of Advertiser, we will (upon request) relinquish control of said account(s) or listing(s). Advertiser agrees that during the Term of us providing the Google Business Listing Optimization Service, Advertiser will not make, nor request or authorize any third party to make, changes to Advertiser's Google Places listing.
- i. **Listing.** The Listing is the Advertiser's listing on Google's local business platform that generally correlates to a unique combination of address, phone number, company name, and website. A listing's uniqueness is determined by a specific identifier, typically numeric, that is part of the listing's URL.
 - ii. **Activation.** Activation occurs when Google updates the indicated status of the Advertiser's Listing in Advertiser's Google business account to "Active".
 - iii. **Term of Agreement.** The term of this Advertising Agreement commences on the Order Date and terminates upon the completion of all items in the Scope of Services section of this agreement. If we are unable to complete the Scope of Services due to any action or inaction by Advertiser, the Agreement shall be deemed fully satisfied and terminate 14 days after the Order Date.
 - iv. **Scope of Services.** We will optimize Advertiser's one (1) existing Listing. If Advertiser has not yet claimed ownership of a Listing, one will be either created or claimed on Advertiser's behalf, and any requisite login information will be provided by us to Advertiser. Upon completion of Listing Optimization, we will submit a request to Google that a PIN be sent to Advertiser via USPS or automated phone call, depending on which options are made available to us by Google. We will input the PIN once it is provided by Advertiser. We will e-mail a screenshot of the Listing status showing that it has been activated by Google after the PIN has been entered. If activation is not successful and/or Listing is then set to a status of "Rejected" by Google, we will e-mail a report to Advertiser indicating why we believe the Listing could not be activated. Once Listing has been activated, we will reexamine the status of the Listing two (2) weeks after the date of activation to ensure Google has not changed the status to anything other than Active.
 - v. **Additional Listings.** If Advertiser has multiple Listings, either claimed or unclaimed, Advertiser can request that we optimize these other Listings as well, but an additional fee will apply and must be agreed to and paid in advance of any work commencing. Optimizing additional Listings may include the removal and/or suspension of said Listings from Google's local business listing platform.
 - vi. **Advertiser's Responsibilities.** Advertiser agrees to:
 - Provide to us the user name and password for Advertiser's Google account containing the Listing to be optimized.
 - Grant access to said Google account for 30 days from the Order Date or until the Scope of Services has been satisfied, whichever is shorter.
 - Make NO changes to the Listing during the term of this Agreement.
 - Provide to us in a timely manner the activation PIN sent by Google.
 - Provide to us true and accurate information to be used in the Listing.
 - Provide to us a minimum of five (5) photos to be used in the Listing.

- f. **WebFax Report.** We will research and compile data on Advertiser's existing business information on the Internet. This data includes listings, citations, and other details about Advertiser's business. Said data will be compiled into a report and delivered to Advertiser electronically. The report constitutes the entire deliverable.
- g. **CleanSlate.** We will make reasonable, best-effort attempts to find and either correct or remove Advertiser's erroneous business listings, citations, and other information on the Internet. We do not guarantee the effectiveness of our attempts to alter or remove existing information on third-party websites.
 - i. **Fees.** Advertiser will be charged a fixed hourly rate. Advertiser agrees to pay the fees in advance. We will cease all work upon reaching the end of Advertiser's paid amount. Advertiser will then have the opportunity to purchase additional hours in one-hour increments.
- h. **Directory Dominator.** We will use Advertiser's business information to create, or induce others to create, business listings on third-party websites. In the event that one or more of the third-party websites requires verification of listing ownership, Advertiser agrees to participate promptly in the completion of said verification process. Participation may require Advertiser to receive a phone call, piece of mail, or text message and then relay the information contained therein to us. Advertiser acknowledges that failure to relay this information promptly will negatively impact both our ability to deliver the Advertising Services and the efficacy of said Advertising Services.
- i. **AdTrax.** We will monitor in Google's search results the placement of the URLs of Advertiser's choosing for each of the Advertiser-specified keywords. We will report this data to Advertiser via the Client Portal. We agree to provide Advertiser with a user name and password to access to the Client Portal where the AdTrax data can be entered, reviewed, and revised. Advertiser shall be responsible for inputting all keywords and URLs that Advertiser wishes to track. Advertiser will be given the opportunity to purchase additional keywords via the Client Portal. Advertiser agrees that by placing the order for additional keywords, Advertiser will be obligated to pay the increased monthly fee from that point forward.
- j. **MapTrax.** We will monitor the content and availability of the Google+ Local URL(s) of Advertiser's choosing. We will report the results in the Client Portal, and we will provide Advertiser with a user name and password to access to the Client Portal. Advertiser shall be responsible for inputting the Google+ Local URL(s) Advertiser wishes to monitor. Advertiser will be given the opportunity to purchase monitoring of additional URLs via the Client Portal. Advertiser agrees that by placing an order for additional URLs, Advertiser will be obligated to pay the increased monthly fee from that point forward.
- k. **Press Release Syndication.** We will syndicate one Press Release ("PR") to up to two websites. Any Press Release provided by Advertiser must meet the editorial guidelines of the sites we submit them to. Said guidelines are subject to change and are in no way controlled by us. Advertiser will be notified if the submitted PR does not meet the guidelines.
- l. **Logo Design.** Advertiser must select between Option 1, a low-resolution logo intended for use only on the Internet, and Option 2, a high-resolution logo intended to be used both on the Internet and in print. Both options require Advertiser to provide examples of logos Advertiser likes along with accompanying documentation explaining why Advertiser likes the logos. Advertiser must also provide color preferences and graphical preferences if any exist, collectively "Advertiser Guidance."
 - i. **Option 1.** We will create a logo based on the Advertiser Guidance. Said logo will be presented to Advertiser electronically. If Advertiser approves logo, no further logos will be created by us. If Advertiser rejects the logo, we will create a second logo option to be presented to the Advertiser. If the second logo is also rejected, we will create a third and final logo option. Once Advertiser has selected one of the logos, Advertiser may then provide a list of changes desired to the design of the logo. We will then implement the requested changes and present the logo to Advertiser again. Advertiser may then either accept the logo as-is or request one more round of changes to be made in the same fashion as the first. The logo will be delivered electronically to Advertiser as a .jpg formatted image file of 72 dpi resolution.
 - ii. **Option 2.** Option 1 allows Advertiser three logo options with two rounds of revisions and the final logo delivered as a .jpg file of 72 dpi. Option 2 follows the same structure as Option 1 but allows for up to five (5) versions of the logo to be created, and up to three (3) rounds of revisions. Further, the file will be delivered as a high-resolution file in whichever ONE of the following formats the Advertiser requests: .ai, .psd, .jpg, .gif, .png, .tiff, .bmp.
 - iii. **Fees.** Advertiser will be charged a one-time fee in advance. If changes/revisions need to be made beyond what is defined in subsections i. and ii of this section, Advertiser will be charged at an hourly rate, billed in 15-minute increments.
- m. **Ghost Writing.** All written content will be delivered to Advertiser via the Client Portal unless otherwise specified when the order is taken.
 - i. **Website Content.** We will create one or more Page(s) of content for Advertiser. A Page shall mean up to 450 words. Keyword optimization (if any) and the word-count limitation shall be done at our sole discretion. Advertiser shall provide topical guidance to us prior to writing the Page(s). Advertiser will be allowed one round of changes. Additional changes may be purchased for an additional fee.

- ii. **PPC Ad Writing.** We will create text ads ("Ads") for use in pay-per-click advertising campaigns. Ads will be based on information gathered from Advertiser about services Advertiser provides. Advertiser will be allowed one round of changes.
- iii. **Press Release Writing.** We will write one Press Release ("PR") of up to 255 words. Advertiser will provide the topic of the PR to us. We will take reasonable measures to research the topic before writing the PR, but we do not guarantee accuracy or completeness. Advertiser will be allowed one round of changes.
- n. **SocialStart.** We will create accounts on Advertiser's behalf on the social media sites specified in the Service Confirmation e-mail. We will also create, upload, and enable graphical headers for each social media site. We will write two (2) social media posts of up to 30 words and post these on each of the social media sites. If Advertiser has a CoreSite site with us, we will enable the blogging feature. We will then deliver to Advertiser all user names and passwords for each of the social media sites.
- o. **SocialStream.** We will write blog posts of up to 200 words in length each, in the quantity specified in the Service Confirmation e-mail, on a monthly recurring basis. If Advertiser has a CoreSite site, we will post said blog posts directly to the Site. Otherwise blog posts will be delivered via digital document in .rtf format, unless otherwise specified when the order is taken.
- p. **SocialBuzz.** We will write one social media post of up to 50 words each week, and post said content onto one or more of the agreed-upon social media sites. The content of said posts will be derived, at our discretion, from the information obtained from Advertiser during the signup process.
- q. **Local Mailing Address.** We will acquire a physical address, in a city specified by Advertiser, where Advertiser may receive mail. Prospect Genius will facilitate the submission of all required forms such as the federal 1583, but it is Advertiser's responsibility to ensure all requisite forms are filled out correctly and completely and to ensure timely submission of them to Prospect Genius.
- r. **Custom Website Services.** Prospect Genius will perform one or more actions on Advertiser's website. The scope of the work will be specified in advance and Advertiser will be billed up front for the estimated number of hours required. Advertiser will receive a refund for any unused hours. All work performed will be done using industry-standard best-practices, but we make no guarantees as to the effectiveness of any work performed. The minimum unit of time measurement shall be 15 minutes. Prospect Genius shall not be liable for any adverse effects of any custom work performed under this agreement. This service may be purchased as a one-time or monthly recurring service. If recurring, Advertiser will specify, at the time of purchase, the desired number of hours per month. Prospect Genius will provide up to that number of hours of services each month. In the event Advertiser does not fully consume the allotted hours, they will be rolled forward into the next month and made available for Advertiser to consume at no additional fee. Advertiser may only roll forward up to one month's unused hours. Any unused hours in excess of one month's allotment will be forfeited and no refund shall be due. Any additional hours will be billed hourly at the same rate.
- s. **WordPress Security Service.** We will install all security updates and patches to the WordPress software. We will modify the existing WordPress installation to add security functionality including, but not limited to, safeguarding against hacking attempts, running plug-in updates, malware scans, and backups on a regular basis. Prospect Genius does not guarantee 100% effectiveness of any security measures.