

Standard Terms and Conditions for Search Engine Optimization Services

1. **Ordering of Ads and Products.** Advertiser shall purchase from Talley Media the Search Engine Marketing services ("SEO Services") set forth in the order form attached hereto (the "Order Form"). The Order Form and these Standard Terms and Conditions for SEO Services (the "Standard Terms and Conditions") constitute the "Agreement" and, in the event of a conflict, between these Standard Terms and Conditions and the Order Form or any other document, these Standard Terms and Conditions shall govern. Advertiser will provide the information or assistance specified in this Agreement.

2. **Term and Termination.** The term of the Agreement ("**Term**") is as stated in the Order Form. Talley Media may terminate without cause upon thirty (30) days prior written notice to Advertiser; provided, however that such termination will not excuse Advertiser from paying in full for all SEO Services provided. Either Advertiser or Talley Media may terminate if the other party is in material breach and such breach is not cured within twenty (20) days of written notice from the non-breaching party; provided, however, that Talley Media may terminate immediately if Advertiser fails to pay any invoice when due. Upon termination, all charges for SEO Services performed before the termination date shall become immediately due and payable, including interest on any sums not paid when due.

3. **Payment.** Invoices are deemed correct absent manifest error. All invoiced amounts are payable to Talley Media. Advertiser, including the actual advertiser, its agency and media placement service are jointly and severally obligated to pay by the invoice due date and until Talley Media receives payment in full. Payment by the Advertiser to its agency or media placement service, or payment by the agency to its media placement service, does not constitute payment to Talley Media. All payments are due within thirty (30) days of the applicable invoice date (whether single or recurring) and may be due in advance of the performance of the SEO Services. Talley Media may assess interest of 1.50% per month (or the highest rate permitted by law, if less) on any overdue balance. Upon any failure by Advertiser to make payment, Advertiser is responsible for all reasonable expenses (including attorneys' fees) incurred by Talley Media or Talley Media's third party vendor in the collection of such amounts. Advertiser is responsible for paying any applicable taxes applied to the SEO Services, except for taxes on Talley Media's income.

4. **Rates and Acceptance.** Advertiser agrees to pay the rates and all other charges invoiced. Once invoiced, rates are not subject to change during the initial Term of the Agreement as set forth on the Order Form; provided, however, that Talley Media may change monthly recurring fees or other charges upon the renewal of this Agreement

5. **CHANGES TO RATES AND OTHER TERMS.** Talley Media RESERVES THE RIGHT TO AMEND THE TERMS, CONDITIONS, RATES AND ANY OTHER PROVISIONS SPECIFIED IN THIS AGREEMENT UPON THIRTY DAYS (30) ADVANCE WRITTEN NOTICE TO THE ADVERTISER. IF Talley Media EXERCISES THIS RIGHT AS TO RATES, ADVERTISER MAY, AT ANY TIME WITHIN SAID THIRTY (30) DAYS, BY WRITTEN NOTICE TO Talley Media, CANCEL THE REMAINDER OF THIS AGREEMENT AND IN THAT EVENT, THE UNAMENDED RATES SHALL APPLY TO ALL ADVERTISING AND DISTRIBUTION HEREUNDER BY ADVERTISER WITHIN SUCH THIRTY (30) DAY NOTICE PERIOD.

6. **Agencies.** If the entity entering the Agreement as "Advertiser" is an agency or media placement service, then the entity that is the actual advertiser, as well as the agency or media placement service, will be jointly and severally liable hereunder. The entity signing the Agreement as Advertiser warrants that it is duly authorized and has the full power to bind itself and any entity on behalf of which it is acting, and agrees to indemnify and hold Talley Media harmless from and against any and all claims, losses, damages or costs (including attorney's fees) arising out of a breach of the foregoing warranty. Advertiser shall be solely responsible for any commission due to any agency or media placement firm.

7. **Advertiser Acknowledgements.** Advertiser understands, acknowledges and agrees to the following terms: (a) Talley Media does not have control over the policies of search engines or directories with respect to the type of sites and/or content that they accept now or in the future. Advertiser's web site(s) may be excluded from any search engine or directory at any time at the sole discretion of the search engine or directory. Talley Media will resubmit those pages that have been dropped from the index. (b) Talley Media has no control over the indexing and ranking methodologies or changes thereto, of search engines or directories. Changes in these methodologies can result in significant changes in Advertiser's page rankings. (c) Occasionally, search engines and directories will drop listings for no apparent reason. Often a listing will reappear without any additional submissions. Should the listing not reappear, Talley Media will re-submit the web site(s) based on the current policies of the search engine or directory in question. (d) Talley Media is not responsible for any changes made to Advertiser's web site(s) by Advertiser or other parties that adversely affect the search engine or directory rankings of Advertiser's web site(s). (e) Talley Media may modify the composition of the Services from time to time during the Term of the Agreement based on Talley Media's assessment of Advertiser's needs. (f) Talley Media may provide the SEO Services itself or through one or more third party vendors, as set forth in Section 11 below.

8. **Advertiser Representations and Warranties.** Advertiser represents and warrants that it has the rights to publish, transmit and make copies of all text, data, still pictures, illustrations, graphics, other visual materials and/or audio materials, tradenames, trademarks, service marks and metadata that Advertiser provides to Talley Media or its third party vendor for use in providing the SEO Services (collectively, the "**Advertiser Content**"), and any other material that Advertiser provides to Talley Media, without infringing any rights of any third party or violating any applicable laws, rules or regulations. Advertiser further represents and warrants that (a) all Advertiser Content complies with all applicable governmental and industry codes, rules and regulations and with Talley Media's commercial and program standards; (b) the Advertiser Content contains no defamatory matter and does not violate any right of privacy or publicity, or any other proprietary or other rights of any third persons; and (c) the Advertiser Content does not give rise to any product liability or other claim.

9. **Indemnification.** (a) Advertiser agrees to indemnify and hold Talley Media, its third party vendor(s) and its and their respective officers, directors, shareholders, employees and vendors, harmless against any and all liability, loss or expense: (i) arising from any violations of law, claims for defamation, libel, unfair competition, unfair trade practices, deceptive advertising, violation of rights of privacy or of publicity, infringement of trademark, trade name, copyright or any other proprietary rights, or any other claims, causes of action or the like arising directly or indirectly from the Advertiser Content or any material furnished by Advertiser or created by Talley Media or its third party vendor at Advertiser's request; (ii) resulting from Advertiser's breach of any representation or warranty hereunder; or (iii) resulting from Advertiser's violation of any terms of use or other applicable guidelines issued by search engine operators. Advertiser agrees to pay all costs of any such actions, including expenses and reasonable attorneys' fees for counsel of Talley Media's selection. (B) Advertiser shall give Talley Media prompt notice of the assertion of any claim or the commencement of any action that may expose the other to liability.

10. **DISCLAIMER; LIMITATION OF LIABILITY.** Talley Media AND ITS THIRD PARTY VENDOR(S) MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, NONINFRINGEMENT OR TRADE USAGE. IN NO EVENT SHALL Talley Media OR ITS THIRD PARTY VENDOR(S) BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), PUNITIVE DAMAGES OR MONETARY DAMAGES OF ANY TYPE WHATSOEVER. THE AGGREGATE LIABILITY OF Talley Media AND ITS THIRD PARTY VENDOR SHALL BE LIMITED TO THE AMOUNT PAID TO Talley Media BY ADVERTISER UNDER THE AGREEMENT.

11. **Assignability.** Talley Media may subcontract any or all of the SEO Services it is to provide to Advertiser, without notice to Advertiser. Advertiser may not assign the Agreement without Talley Media's prior written consent. Talley Media may assign the Agreement without notice to Advertiser to any entity that controls, is controlled by, or is under common control with Talley Media or one of its affiliates.

12. **Non-Disclosure.** Neither Talley Media nor Advertiser shall disclose to any person or entity, directly or indirectly, without the prior approval of the other, (i) the terms of the Agreement or (ii) any other non-public information relating to the other party obtained by virtue of the Agreement, except on a confidential basis to its business, legal and financial advisors or as required to be

disclosed under applicable law or by legal process. Notwithstanding the foregoing, Talley Media shall at all times maintain the right to disclose the terms of the Agreement, and any non- public information relating to Advertiser by virtue of the Agreement, (a) to Talley Media's affiliated entities and any third party vendors for the purpose of performing its obligations under this Agreement; (b) to any potential buyers of Talley Media; and (d) to any third party pursuant to a subpoena, court order or similar judicial process without notice to, or consent of Advertiser.

13. **Miscellaneous.** Nothing in the Agreement shall be deemed to create the relationship of partners, joint venturers, employer-employee, or franchiser- franchisee between the parties. Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party. The warranties, confidentiality and indemnification obligations, limitations of liability and ownership rights set forth herein shall survive the termination or expiration of the Agreement. All notices that either party may be required or may desire to serve upon the other in connection with the Agreement shall be in writing and may be served personally or by prepaid registered or certified United States mail or by private mail service (such as Federal Express or UPS), to the address of the other party on the Order Form. The Agreement shall be governed by the laws of the State of Georgia (without regard to Georgia's conflict of laws provisions). All disputes, controversies or claims which relate in any way to this Agreement will be brought in a state or federal court located in Atlanta, Georgia and each party hereby waives any objections to the jurisdiction or venue of such courts. Should any provision or part of any provision of the Agreement be void or unenforceable, such provision, or part thereof, shall be restated to match most closely the intentions of the parties, and the remainder of the Agreement shall remain in full force and effect. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter and supersedes all prior agreements. The Standard Terms and Conditions apply to any future SEO Services order by Advertiser, unless a new set of Standard Terms and Conditions is signed by Advertiser and Talley Media. The Agreement cannot be modified except in a writing that is signed by both parties. The section headings contained in these Standard Terms and Conditions are for reference purposes only and shall not in any way affect the meaning or interpretations of these Terms. The Order Form is attached to this Agreement and incorporated into this Agreement by this reference. Advertiser agrees that certain third party vendors of Talley Media may be intended third party beneficiaries of this Agreement with full rights and authority to seek direct enforcement against Advertiser of those provisions of this Agreement relating to the vendor-provided services and/or protecting such vendors from liability caused by Advertiser's action.