



## Standard Terms and Conditions for Digital Marketing Services

### AGREEMENT DETAILS

#### ORDERS FOR SERVICES RENDERED:

These Standard Terms and Conditions, together with the preceding quote (collectively, the "Agreement") govern the terms under which **Rig Lynx** may manage digital campaigns for the **ADVERTISER**. References to "**ADVERTISER**" in these Standard Terms and Conditions means the "**ADVERTISER**" as specified in the preceding quote.

**Term:** This Agreement shall commence on the effective date as indicated by signing and shall remain in effect through the quoted program's end.

**Indemnity and Hold Harmless:** **ADVERTISER** agrees to indemnify, defend, protect and hold free and harmless **Rig Lynx** and its officers, members, directors, and employees from and against any and all liabilities, damages, costs, expenses, obligations, claims, fines, penalties or losses, including but not limited to all attorney's fees and other costs of defense, arising in any way from the fault or negligence of **ADVERTISER**, its agents, employees, and sales personnel or from the publication of any editorial or **ADVERTISER** materials supplied by **ADVERTISER**, including, without limitation, any such liability arising out of copyright, privacy, or antitrust. **ADVERTISER** shall not, however, be liable hereunder for any damages or other losses set forth above which are caused by the fault or negligence of **Rig Lynx**.

**Rig Lynx** does hereby indemnify and hold harmless **ADVERTISER** and its officers, members, directors, and employees from any liability, damages, costs, expenses, obligations, claims, fines, penalties or losses, including but not limited to all attorney's fees and other costs of defense, arising in any way from the fault or negligence of **Rig Lynx**, its agents, or employees or from the publication of any material supplied by **Rig Lynx**. **Rig Lynx** shall not, however, be liable hereunder for any damages or other losses set forth above which are caused by the fault or negligence of **ADVERTISER**.

**Taxes:** All tax and other returns required by city, local, state or federal laws or regulations with respect to the performance of this contract or otherwise in connection with the business of **Rig Lynx** and all payments due thereon, and all fees or other payments due in connection therewith, including generally, but not limited to, income or other tax withholding, social security, unemployment compensation, disability coverage and other taxes shall be made, filed and paid by **Rig Lynx**, and **Rig Lynx** shall hold **ADVERTISER** harmless from any liability with respect thereto.

**Assignment:** **Rig Lynx**'s services hereunder are personal in nature. This Agreement may not be assigned or transferred by **Rig Lynx** without the prior written consent of **ADVERTISER**.

**Modification:** This Agreement may only be modified in writing and signed by both parties hereto.

**Confidentiality:** Information that is disclosed by one party to the other party, and that is marked "confidential," or which under the circumstances ought reasonably to be treated as confidential information (including this agreement), will be treated as confidential by you. You will not disclose to a third party such information or use such information other than for the purpose for which it was provided without the written consent of us. This limitation will apply for a period of one (1) year after disclosure of such confidential information. The foregoing limitations do not apply to the extent such information: (a) is or subsequently becomes publicly available other than through a breach of these limitations; (b) is already known to the receiving party at the time of disclosure; (c) is developed by the receiving party independent of such information; or (d) is rightfully received from a third party without restrictions on disclosure or use.

**Rig Lynx** and **ADVERTISER** collectively agree to keep the terms of this Agreement and all information pertaining to the advertising sales and other information pertaining to either party's business strictly confidential except as may be required to sell Advertising. Disclosure by **Rig Lynx** or **ADVERTISER** to its attorneys, accountants, or tax advisors and sales representatives, or as may be required by law to any governmental agency or authority or to a court or arbitrator shall be conditioned on all reasonable steps being taken to maintain the confidentiality of the terms of this Agreement. Either party shall notify the other



# Rig Lynx

party promptly if any such disclosure is requested or required. Neither party shall issue any press releases or public announcements pertaining to this Agreement or the Advertising Sales unless such releases or announcements have been approved by the other party prior to issuance.

**Responsibility for Advertisements:** ADVERTISER represents and warrants to Rig Lynx that it is fully authorized to deliver, and authorizes Rig Lynx to deliver on its partners' behalf, content through advertisements (including, without limitation, all content such as text, graphics, URLs, and sites to which URLs are linked), and that all content complies with all applicable laws and regulations. If an agency is entering into this Agreement on behalf of an ADVERTISER, Agency agrees to the foregoing representations and also represents and warrants that it is the authorized agent of ADVERTISER, and ADVERTISER is not, as of the date of this Agreement, in material breach of any agreement with or in default with respect to any amount owed to Agency. It is the responsibility of ADVERTISER or ADVERTISER to inform Rig Lynx of removed or relocated web content that may adversely affect the advertisements' ability to deliver appropriate content to visitors. Rig Lynx will not be held liable for any clicks delivered to removed or relocated web content, such as those resulting in an HTTP 404 error response code.

**Miscellaneous:** This Agreement shall be construed and controlled by the laws of the State of Texas. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications. This Agreement does not constitute an offer by Rig Lynx and it shall not be effective until signed by ADVERTISER. ADVERTISER will not have direct access to bid management interface, advertising platforms, or metrics such as cost per click incurred and cost per thousand impressions incurred. All platform accounts and contents therein will remain the intellectual property of Rig Lynx during and after the program described with this MA. Rig Lynx will pay all media costs directly to 3rd party vendors.

**Counts and Make Goods:** Rig Lynx counts instances of Content being delivered based on requests, and Rig Lynx will issue monthly tracking reports on that basis. ADVERTISER will only be privy to results of their individual advertising or the cumulative results of their program when sponsoring a cooperative initiative. If Rig Lynx fails to deliver the contracted impressions during the contract term, ADVERTISER's sole remedy for such failure will be an extension of this Agreement until the contracted deliverables are provided in full. The final determination of delivery will be as reported by Rig Lynx. Rig Lynx will not be liable for impressions or other delivery discrepancies between said platforms and ADVERTISER's 3rd party ad tagging. Rig Lynx guarantees costs and assumes all risks based on current levels of online inventories and marketplace demand. In the event, and only in the event, market conditions shift to prevent the execution of the contract as contemplated by the parties, ADVERTISER and Rig Lynx may mutually agree to alter the agreement terms or either party may terminate the contract upon 10 business days' notice in party's sole discretion.

**Commitment and Payment Terms:** Unless otherwise agreed upon, ADVERTISER will be billed in full upon advertising campaign activation. Rig Lynx will invoice ADVERTISER for all fees under this Agreement, and ADVERTISER will pay Rig Lynx all invoiced amounts prior to activation of campaign.

**Reporting:** Rig Lynx will provide monthly reports, at a minimum, taken directly from the applicable advertising account(s) demonstrating key metrics such as clicks, impressions and click-through rates. ADVERTISERS will only be privy to results of their individual advertising or the cumulative results of their program when sponsoring a cooperative initiative.

**Independent Status:** The parties intend that an independent contractor relationship will be created by this Agreement. Nothing in this Agreement shall be construed as making the parties joint venturers or as making either party or any of its employees the employee of the other.

**Covenant Not to Divert:** During the term of this agreement and for a period of one (1) year thereafter, the parties will not directly or indirectly solicit, induce, attempt to induce, or endeavor to entice away any employee of the other party, whether for their own account or for the account of a third party.

Signature for Advertiser:

Signature for Rig Lynx:

Commenced Date: