

Shop Local

Terms and Conditions

Term: The initial term of the Schedule of Services shall commence on the Effective Date and one (1) year thereafter. This Schedule shall automatically renew for successive one (1) year term.

Termination:

(a) Client may terminate the Schedule of Services without cause by giving written notice of such termination at least ninety (90) calendar days prior to the contract end date thereof; provided, that Client shall continue to pay the monthly service fees until the end of the contract. (b) Company may terminate this agreement without cause with a thirty (30) day notice to the Client. (c) If the agreement is terminated by the client, the client will be invoiced and held responsible for any unpaid balance of any service charges. In addition, for any monthly agreements the unpaid balance would include the monthly charges multiplied by the remaining months of the term of the agreement. Payment is due and payable on the effective date of termination. (d) In addition, Client will pay a termination fee of \$1500 (One Thousand Five Hundred Dollars) in the event of termination before the end of the current term. The termination fee will be paid immediately at the time of termination. (e) Either party may terminate the Schedule for cause if the other party fails to cure a material breach of any obligation set forth therein within thirty (30) days after written notice of such breach. Client must notify Company within three (3) days of any breach. (f) In the event of a breach of the Schedule by Strattmont, termination is the exclusive remedy of the Client. (g) In the event of a breach of the Schedule by Client, termination is not an exclusive remedy of Company and the exercise of such remedy shall be without prejudice to any other available legal or equitable remedies. (h) In addition to all other available remedies provided under this Contract and at law, Company may terminate this Contract without notice or penalty if, in Company's sole discretion, Client's communications to Company include abusive, derogatory, harassing, or offensive language. Client shall be liable for all costs associated with the remainder of the contract and any costs of collections. (i) Company may immediately terminate any agreement in the event Client fails to perform its obligation for payment of invoices pursuant to this agreement. Client shall be liable for all costs associated with the remainder of the contract and any costs of collections.

Fees and Payment: (a) Client agrees to pay all fees specified in the Terms and Conditions. Company may invoice in advance for any recurring services. Invoices are payable upon receipt. Payments are due on the 1st of each month before service is rendered. Client shall be responsible for all applicable taxes arising from the services. Company may suspend service if Client has failed to pay any undisputed invoice within thirty (30) days of receipt. Unpaid invoices will be subject to a monthly service charge which is the lesser of one and one-half percent (1½%) per month or the highest rate allowed by law. (b) Company reserves the right to adjust the fees if (i) the level of support required by the client changes. Company anticipates that its costs for providing services will increase annually. Accordingly, Company reserves the right to increase its fees on the anniversary date of the Schedule. Company shall provide at least thirty (30) days prior notice of any fee or charge increases. (c) Suspended accounts will be subject to a reactivation fee of \$150.

Assignment: This agreement may be assigned by Company without the prior written consent of Advertiser. Advertiser may not assign this agreement without consent of the Company. No consent shall be required where an assignment is made (i) pursuant to a merger or change of control or (ii) to an assignee of all or substantially all of the party's assets. Any purported assignment in violation of this section shall be void.

Disputes; Governing Law; Attorney's Fees: Texas law, without regard to its conflict of laws principles, shall govern and enforce this Schedule. Any legal action between the parties arising out of or related to this Schedule shall be adjudicated in a court of competent jurisdiction in Harris County, Texas. The prevailing party in any such action shall be entitled to an award of reasonable attorney's fees, expert witness fees, and any other costs in addition to any other award or recovery to which such party may be entitled. No legal action, regardless of form, may be brought by either party against the other more than one (1) year after the cause of action has arisen.

Waiver and Severability: Waiver or failure by either party to exercise in any respect any right or obligation provided for in the Schedule or these terms of service shall not be deemed a waiver of any further right or obligation hereunder. If any provision of this Schedule or these terms of service is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of the Schedule and the terms of service shall continue in full force and effect.

Force Majeure: Neither party shall be liable to the other for any delay or failure to perform any obligation under this Schedule, except for a failure to pay fees, if the delay or failure is due to unforeseen events which are beyond the



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reasonable control of such party, such as strikes, blockade, war, terrorism, riots, natural disasters, power outages, and/or refusal of license by the government, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

Notices: Any notice or communication required or permitted to be given under this Schedule shall be in writing and addressed to and shall be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified U.S. mail (return receipt requested); or (iii) one day after it is sent if by next day delivery by a major commercial delivery service.

COMPANY Attn. Darren Knopp, 3131F East 29th Street, Suite 106, Bryan TX 777802

Client agrees to refrain from disparaging Company or its employees, or from otherwise injuring the reputation and good standing of Company and its employees.

Company does not guarantee that, as a result of Company's services performed on Client's behalf, Client will (a) increase or generate revenues, (b) increase its followers or otherwise improve its popularity or interest on any social media platform, or (c) attract or retain new clients or other business. Client understands that results may vary and cannot be guaranteed, and the success of Client's business will depend on Client's individual efforts.

Company retains all ownership of any material developed for Client. Client is not entitled to any ownership or royalty of any code, programming, graphics, solution, addon, plugin, sales material, writing, reports, samples, digital copy, digital ads, research, processes or similar.

Ad Changes

Changes will be submitted by the dates below to allow for changes to made on the website in a timely manner. Any changes after the dates below will incur additional charges for priority processing.

Month:	Ad Space Closing
January 1st	November 15th
February 1st	December 15th
March 1st	January 15th
April 1st	February 15th
May 1st	March 15th
June 1st	April 15th
July 1st	May 15th
August 1st	June 15th
September 1st	July 15th
October 1st	August 15th

November 1st	September 15th
December 1st	October 15th

ADVERTISER

Advertiser will place a back link on their website to ShopLocalBCS.com, if possible.

Advertiser will post on their Social Media accounts including but not limited to Facebook , Instagram, and Twitter that the advertiser is utilizing ShopLocalBCS. Advertising will utilize material provided by ShopLocalBCS for the post. Advertiser will post during the first month and then a minimum of once per quarter.

Advertiser will place a Window Cling in their business front window or door in a prominent display of the ShopLocalBCS Window Cling. Window Cling will be provided by ShopLocalBCS for the advertiser at no cost. Advertiser may request additional Window Cling's at any time.

ACCEPTANCE OF ADVERTISING

All Advertisers must accept a digital format of the special or offer the Advertiser is offering. i.e. showing of the special on a phone, mobile device, or similar is sufficient to utilize the special. No physical printer version is necessary for special to be valid. Physical copies can be used but are not required.

All Advertisers have the ability to change their special or offer each quarter without incurring additional charges if the change is simple and text only. Any graphics changes or substantial change of the ad will incur additional costs.

All specials or offers will expire at the end of each quarter. Each quarter a new special or offer with a new expiration date will be used.

Unless ad materials, an insertion order or written instructions clearly stating which advertisement should run are received by the ad materials closing date for ads under contract, the previously run advertisement will be repeated. If no prior advertisement is available, the Publisher will run a house advertisement and advertiser will be responsible for the cost of its original insertion order.

All advertisements are subject to review and approval by the Publisher. The Publisher may, at its discretion, require edits or reject any advertisement submitted by the Advertiser.

Ads must be submitted for approval at least two weeks prior to the ad space closing. In light of the great effort an organization may undertake in developing advertising campaigns, advertisers are encouraged to forward proposed advertisements in rough form.

Advertorials are prohibited.

Products or services with no direct relation to a specific category may be eligible for advertising if approved by the Publisher.

Advertisements that conflict or have the appearance of conflicting with the Publisher's policy are prohibited.

Promotion of products, services or meetings that compete directly with those offered by Publisher or its affiliates are generally prohibited.

The Publisher reserves the right to decline advertising for any reason.



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All advertisements must clearly and prominently identify the advertiser by trademark, signature or name.

Advertising copy must be factual, in good taste, and all claims must be fully supportable.

Advertisements containing testimonials or those that quote the names, statements, or writings of any individual, public official, government agency, testing group or other organization must be accompanied by written consent for use from the quoted individual or entity.

Advertisements using exclusive claims such as "best", "the most effective" or "only" or any other word with the same meaning to describe their products or services is prohibited. Certain circumstances may be allowed on a case by case basis.

All claims of fact must be fully supportable and should be meaningful in terms of performance or any other benefit. Advertisers should avoid the use of claims whose validity depends upon extremely fine interpretations of meaning. This does not exclude the use of normal qualifiers, such as footnotes, which may be necessary to render a claim true. Comparison to any Publisher's products or services is prohibited. Comparisons to a competitor's products or services in the Publisher's communications vehicles are prohibited. All advertisements are accepted and published by Publisher on the warranty of the Advertiser that both are authorized to publish the entire contents and subject matter of the advertisement.

The inclusion of an advertisement in the Publisher's publications is not to be construed or publicized as an endorsement or approval by the Publisher, or its affiliates, nor may the advertiser promote that its advertising claims are approved or endorsed by the Publisher or its affiliates.

Online advertisers may receive reports that show aggregate data about their advertisements.

Publisher does not release personally identifiable data on the users of our websites to advertisers.

Advertiser links to other websites cannot prevent a user from easily returning to Publisher's website.

The Publisher reserves the right to change its advertising terms and conditions at any time.

Specific actions may be taken by the Publisher for violation of any provision of these guidelines. The action taken will be determined on the basis for the particular circumstances of the violation, but in cases involving major violations, may include legal action.

LIMITATIONS OF LIABILITY

The Publisher will endeavor to publish advertisements promptly and accurately. The Advertiser shall notify the Publisher of any errors immediately. Upon notification, errors will be corrected in the next available comparable placement of the advertisement, as determined by the Publisher. This shall constitute the sole remedy for any errors.

Publisher shall not be liable for failure to publish any advertisement accepted by Publisher.

The advertiser agrees to indemnify and hold harmless the Publisher for all damages, costs, expenses of any nature including court costs and legal fees, for which the Publisher may become liable by reason of its publication of the advertiser's advertisement.

The publisher shall not be held liable to the advertiser or agency for any loss that results from the incorrect publication of an advertisement.

The Publisher is not responsible for incorrect ad materials run when ad materials or instructions are not received by the ad material deadline.

The Publisher assumes no responsibility to verify statements contained in an advertisement.

The Publisher is not responsible for printer or clerical errors, typographical errors, or incorrect insertions.



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The Publisher is not responsible for ad placements near competing products unless an agreement has been made in writing between the Publisher and advertiser prior.

INTERPRETATION AND APPLICATION OF THE ADVERTISING POLICY

All matters and questions not specifically covered are subject to the final decision of the Publisher.