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Online Advertising Agreement

This Online Advertising Agreement (hereinafter "Agreement"), is made effective as of _____ by and between the following parties:

_____, hereinafter referred to as "Publisher," having an address at

_____

Email: _____

and _____, hereinafter referred to as "Client," having an address at

_____

Email: _____

The parties shall be individually referred to as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Publisher is in the business of providing online space for advertising at Publisher's website: _____ (the "Website"), the contents of which include the following:

_____

WHEREAS, the Website is configured to support third-party advertisements;

WHEREAS, Client wishes to utilize Publisher's space for the provision of online advertising;

WHEREAS, Client's business is in line with Publisher's platform and is specifically as follows:

_____

WHEREAS, the Parties each desire to memorialize their understanding through this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 - ADVERTISING SCOPE & SERVICES:

Publisher agrees to publish the advertisements listed below, in Table A, (the "Advertisements"), on the Website, for the period of time and payment terms described herein. Should Client wish to remove the Advertisements from the Website prior to their natural expiration as listed in Table A, Client may request Publisher to do so in writing, but no refunds are made for early withdrawal of any Advertisements.

Table A:

Type of Advertisement	Description	Run Dates	Price
_____	_____	_____	_____

ARTICLE 2 - PAYMENT TERMS:

Client shall be responsible for full payment of the Advertisements as listed on Table A. All fees are due and payable prior to the run date of the advertisement. Specifically, fees are due as follows:

_____

Late payments are subject to the following amount: $2 (two US dollars).

For any fees left unpaid five (5) days past their due date, Publisher reserves the right to suspend all Advertisements on the Website, without refund to Client. Publisher may choose to additionally terminate this Agreement, at Publisher's sole and exclusive discretion.

ARTICLE 3 - CLIENT DELIVERY & RESPONSIBILITIES:

DELIVERY: Client shall be responsible for delivering all advertising content (the "Content") to the following email address: _____ (the "Contact Point").

Content shall be delivered to Publisher no later than the following amount of time prior to the scheduled start of the Advertisement, as listed in Table A (the "Cutoff Date"): _____. If Client does not deliver the Content by the Cutoff Date, Publisher shall not be liable or responsible for any delayed start of the Advertisement. In such a case, Publisher and Client may confer in writing, for which email will suffice, for the discussion of new run dates for the Advertisement. However, Publisher may decide, in Publisher's sole and exclusive discretion to limit the scheduled run time of the Advertisement due to late delivery of Content.

CONTENT REQUIREMENTS: Client shall be solely responsible for providing the Content in the formats required by Publisher. Advertisements produced under this Agreement will conform to Publisher's existing editorial voice and style. Publisher must individually approve all Content for Advertisements and is not bound to approve any individual piece of Content. Publisher is not liable for any Advertisement or portion of any Advertisement which may not conform to the required criteria.

ERRORS: Errors and omissions in Content are the sole and exclusive responsibility of the Client. Client shall immediately notify Publisher of any error or omission and Publisher will act with reasonable speed to correct such error or omission.

Publisher may reject, remove, or modify any Advertisement in Publisher's sole and exclusive discretion and is under no obligation to approve any Content submitted.

ARTICLE 4 - MODIFICATION AND CANCELATION REQUESTS:

Client may request modification of the Content in writing to Publisher. Publisher is not obligated to modify any Content or Advertisement, but requests to do so will not be unreasonably denied.

Client may request cancelation of an existing Advertisement in writing to Publisher. Such request must be received prior to the commencement of any work being completed by Publisher on the Advertisement to be considered. For any request for cancelation made after Publisher has begun work on the Advertisement, Client will not be entitled to a refund of any monies paid for that Advertisement.

ARTICLE 5 - INTELLECTUAL PROPERTY:

Client represents to Publisher and unconditionally guarantees that all Content delivered by Client to Publisher for the Advertisements is the sole and exclusive intellectual property of Client, there are no encumbrances on the Content, and that Client has the right to license the Content for Publisher's use. Client hereby represents and warrants that the Content will not violate the intellectual property rights of any third party.

Client also represents and unconditionally guarantees that all Content is not defamatory, discriminatory, violent, or obscene, does not constitute false advertising, solicit unlawful behavior, or violate any applicable laws, rules, or regulations and that all Client has the unencumbered to right to sell the products or services as listed in the Advertisements.

Should any Content be (1) adjudicated to be infringing, defamatory, discriminatory, violent, obscene, false advertising, or any other violation of applicable law, rules, or regulations by a competent court of law or judiciary authority, including a neutral mediator or arbitrator; or (2) questioned as infringing by a or letter or notice from a purported rightsholder, Client will specifically indemnify and hold Publisher, including all of Publisher's employees, contractors, agents, and assigns, harmless from all legal claims and demands, including attorney's fees, which may arise from or relate to any infringement claim by any third party. Such indemnification includes the cost responding to any such rightsholder and all costs involved in removing the Advertisements. Client agrees such indemnification shall specifically include the payment of Publisher's actual attorney's fees in defending any such action. Client agrees that the Publisher shall be able to select its own legal counsel and may participate in its own defense, if Publisher wishes.

LICENSE: Client hereby grants to Publisher a limited, non-exclusive, non-transferable, non-assignable, royalty-free license to use any Content for the limited purposes of producing and running the Advertisements.

The license granted through this Agreement will automatically terminate at the termination of this Agreement.

ARTICLE 6 - TERM & TERMINATION:

The Agreement is effective as of the Effective Date and terminates on the following date: _____.

The Parties may each terminate this Agreement for material breach of any of its terms, immediately and without notice. Such material breach includes, but is not limited to,

Client's failure to pay fees due.

This Agreement will also immediately terminate, without notice, upon the liquidation, dissolution or discontinuance of the business of the Publisher in any manner, the filing of any petition by or against the Publisher or Client under federal or state bankruptcy or insolvency laws, if any Party is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the other Party, or is guilty of serious misconduct in connection with its performance under this Agreement.

Client may terminate this Agreement at any time, for any reason, but all fees owed will be pro-rated based on Publisher's completed work up to the point of cancelation. Publisher is the sole and exclusive Party responsible for determining such work and pro-rated amount, but Client may request a record of work if desired. Termination notice must be received in writing by Publisher but no specific advance notice is required.

Publisher may terminate this Agreement at any time, for any reason, by providing written notice to Client. No specific advance notice is required. If Publisher terminates this Agreement during a period where Advertisements are currently running, Publisher agrees to continue running such Advertisements until the agreed-up end date, unless material breach was cause for the termination. In that case, Publisher is under no obligation to continue running any Advertisements for Client.

Upon termination for any reason, Publisher shall return to all Content to Client.

ARTICLE 7 - CONFIDENTIALITY:

Each Party agrees, during the Term and for a period of 2 years thereafter, to hold in strictest confidence and not to use, except for the benefit of the Parties or as required by law, or to disclose to any person, firm, or corporation without the prior written authorization of the other Party, any Confidential Information. "Confidential Information" means any of the Parties' proprietary information, technical data, trade secrets, or know-how, including, but not limited to, reports, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to one Party by the other Party, either directly or indirectly. Each Party may use the Confidential Information to the extent necessary for negotiations, discussions, and consultations with the other Party's personnel or authorized representatives or for any other purpose each Party may hereafter authorize in writing. At the request of either Party or at the termination of this Agreement, the other Party must promptly return all copies of Confidential Information

received from such Party, and must promptly destroy all other Confidential Information prepared by it in connection with this Agreement, including, without limitation, any notes, reports, or other documents.

ARTICLE 8 - INDEMNITY:

Client shall indemnify and hold harmless Publisher and its officers, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorneys' fees and disbursements (collectively, the "Claims") that Client may suffer from or incur and that arise or result primarily from (i) any gross negligence or willful misconduct of the Client arising from or connected with the Client's carrying out of its duties under this Agreement, or (ii) the Client's breach of any of its obligations, agreements, or duties under this Agreement.

ARTICLE 9 - INSURANCE:

Client is required to maintain insurance as follows:

_____

ARTICLE 10 -

Article 11 - GENERAL PROVISIONS:

a) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of Alabama and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within Alabama. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. The venue for any disputes permitted under this Agreement is the following county: _____.

b) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

c) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

d) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties.

e) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

f) SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

g) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

h) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

i) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

j) FORCE MAJEURE: Publisher is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

k) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail, airmail, or e-mail, to the address of the relevant Party set out at the head of this Agreement, or to the relevant email address set out above or other email address as that Party may from time to time notify to the other Party in accordance with this

clause.

Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of air mail), or next working day after sending (in the case of e-mail).

In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

EXECUTION:

Publisher:

Name: _____

Signature: _____

Date:_____

Client:

Name: _____

Signature: _____

Date:_____