



WEBSITE QUOTE

Prepared By:



ABOUT AMPLIFIED

Amplified Digital Agency (AD) is a full service Digital Agency focused on strategic digital brand development, digital marketing and media planning & consulting.

As Premier Google Partners, Amplified Digital is held to the highest quality standards when it comes to our marketing campaigns.

Explanation of Services

Thank you for allowing Amplified Digital the opportunity to propose a new solution for your company's online presence. What follows in this document is our proposed plan to meet your company's needs, project goals and timelines. Should you have any questions, additions, or amendments to the information contained in this document, please bring them to our attention.

Website Design

Amplified Digital will create a clean, organized, engaging, and user friendly website for your company.

The new site will reflect modern design and functionality, with significant improvements made to usability, efficiency, SEO, responsiveness, ease-of-maintenance, and platform-stability.

Browser and Device Requirements

Amplified strives to ensure your website delivers consistently across all of the most current device types and sizes, as well as "modern" web browsers.

Please note that due to Microsoft discontinuing security updates and technical support for Internet Explorer as of 1/12/16, Amplified Digital can no longer guarantee compatibility with this browser.

Analytics & Reporting

Google Analytics will be integrated into your website, providing access to detail rich reporting that illustrates the usage of your website visually and statistically. Example reports include website total traffic, website unique traffic, time spent on each page, bounce rates, geographic location of website visitors, website location of visitors prior to visiting your website, keyword search criteria used to find your website, and campaign reports if applicable. Unless an existing website analytics account is provided, site statistics, and analytics will be handled by Google Analytics through Amplified Digital.

Please note the use of Google Analytics' impact to your privacy policy, as Google does collect IP addresses, which are seen by some privacy laws as personally identifiable information.

Email Hosting or Migration

This quote assumes that domain based email accounts will not be required to be created, replicated, or migrated. If these services are necessary, an additional quote can be provided.

Content Development

This project scope and quote assumes that the company or client will be providing all materials and content necessary to or applicable for the development of the scope as outlined, and that the client / company has proper authority to utilize these materials and content. Content writing services are available for an additional fee. Stock imagery though iStock may be utilized by Amplified Digital if photography or images are not provided.

Website Project Summary

Development

1. Development will be based upon the proven and well-established WordPress platform. WordPress, as a Content Management System (CMS), is scalable, reliable, and intuitive for content managers.
2. Design a custom website layout that speaks to your company's products and services in a way that communicates clearly and concisely.
3. Create/modify your navigational structure in a way that allows visitors to quickly find the information they are looking for, while utilizing current search engine visibility best practices.
4. Develop strong, keyword rich content page titles, descriptions, alt text, and content inter-linking (meta data re-written if existing content is no longer relevant or does not follow best practices). Upon launch, a sitemap will be developed and submitted to major search engines.
5. Social media - including links to any respective business profile pages as well as share buttons and content feeds.

Post-Development

1. Installation of Google Analytics, and comprehensive analytics report to be delivered to and/or accessed by administrative members of your company on a consistent schedule upon request.
2. Website maintenance, including up to one hour of changes/updates per month with a 2 business day turnaround. A dedicated support contact will be available via phone or email.
3. Proactive monitoring & maintenance of all site code and security layers as needed. This includes all plug-ins, themes, core WordPress and PHP updates.
4. Website training is available for website adjustments and changes an additional cost. Training will be customized to fit the user's needs, and reference PDFs will be provided post-training.
5. Website hosting – including global data centers, high availability, scheduled off-site backups, and 99.5% uptime. A proprietary caching system optimized for WordPress will deliver the speed necessary in today's competitive environment.

PROJECT QUOTE

The below scope is based on our current understanding of your project needs, and may be subject to additional quoting should your project's needs fall outside of the proposed solutions and quote below.

STEP	DESCRIPTION	ESTIMATE
Discovery		
Kickoff Meeting	Meeting with our team to discuss your website project goals, schedule, sitemap, design, and begin our process.	Included
Development		
Project Management	This includes all meetings, correspondences, and planning necessary to accomplish the scope of your project. Correspondence may include any applicable parties from the client's side, as well as any other vendors/parties as needed.	Included
Development	Custom responsive website development for up to 10 pages.	\$1,500
Total One-Time Fees*		\$1,500

Ongoing Services		
SSL Certificate	SSL Certificate to ensure your site user's information is protected.	Included
Hosting & Maintenance	Hosting on our secure servers and ongoing maintenance, including up to one hour of updates/changes per month.	\$99.00/mo.

*All quoting and pricing hereafter is subject to change after six months or at the start of our next fiscal year on October 1st, 2020 whichever comes first. At that time, the quote will need to be revisited for cost and scope.

ANTICIPATED WEBSITE DELIVERY SCHEDULE

The timeline below is based upon receipt of all client and 3rd party materials according to the deliverable deadlines outlined after the initial kick-off call. Each phase will require client approval before proceeding with the next. Timeline is not inclusive of client feedback periods. Detailed project plan, with all necessary milestones will be provided by your project manager.

TIMELINE	DESCRIPTION
1 week	Initial kickoff meeting to discuss all client goals, design ideas, and gathering all content and images for website.
Development Phase — Deliverables required before proceeding with this phase —	
4-6 weeks	Custom responsive site design-for up to 10 pages. Testing and quality assurance will be completed during this phase.
Launch Phase — Approval of website proof required before proceeding with this phase —	
48-72 hours	Updating domain and propagation of new domain records, including registrar/DNS updates. Access to the domain is required in advance of this step.
QA Phase — Approval of website proof required before proceeding with this phase —	
TBD	Final QA to be completed. Final QA to include ensuring site is optimized across multiple browsers and screen sizes. Final QA to include grammatical and spell check. Timeline to be provided by Account Manager once approval of website proof has been provided by client.
Post-Launch	
TBD	Training to be scheduled according to availability.

TERMS

Please note that to maintain the security of your site, we do not recommend allowing third party access to your website.

**Pricing and agreement are for the scope of work outlined in this document. If the project goals change and the scope of work changes (page count increases, custom features added, etc.), a new quote and scope of work or amendment to this agreement will be required in order to proceed with the project. This new scope of work or amendment may come with additional fees depending on changes.*

THIS AGREEMENT shall begin on ____/____/____ and end on ____/____/____, and is made between Amplified Digital Agency, LLC, (the "Agency,") and _____ (the "Advertiser" or "Client").

By signing below, Agency and Client have read and agree to the terms and conditions of this Agreement which can be reviewed below.

This Master Services Agreement (the "**Agreement**") is by and between AMPLIFIED DIGITAL, LLC ("**Agency**") and the "**Client**" identified above and is effective upon the date of Client's signature (the "**Effective Date**").

WHEREAS, Client wishes to procure from Agency the website design, development, hosting, and/or maintenance services described in the Website Scope and Quote accepted by Client, and Agency wishes to provide such services to Client, each on the terms and conditions set forth herein.

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:

1. ENGAGEMENT

1.1 Client engages Agency, and Agency accepts such engagement, to provide the services described in the Website Scope and Quote accepted by Client, which is incorporated into this Agreement by reference. Each website or domain to be serviced by Agency as described in the Website Scope and Quote is herein referred to as the "Site."

1.2 Client and Agency each shall identify a main point of contact (or project manager) within their organizations to serve as the primary point of contact for day-to-day communications, consultation, and decision-making. Each party shall ensure its project manager has the requisite organizational authority, and necessary skill, experience, and qualifications, to perform in such capacity. If either party wishes to replace its project manager, it shall promptly name a new project manager by written notice to the other party.

1.3 Client acknowledges that Agency's ability to provide the services is dependent upon the full and timely cooperation of Client (which Client agrees to provide), as well as the accuracy and completeness of any information and data Client provides to Agency. Accordingly, Client shall:

(a) provide Agency with access to, and use of, all information, data and documentation required by Agency for the performance of its obligations under this Agreement; and

(b) ensure its main point of contact / project manager timely communicates with Agency.

2. SITE CONTENT

2.1 Client shall be responsible for any content supplied by or through Client for incorporation into or use with the Site (the “**Client Materials**”).

2.2 If Client has engaged Agency for the design, development, and/or maintenance of Site content, Agency shall populate, and during any applicable Maintenance Term update, the Site with Client Materials provided by or through Client in the time and manner set forth in the Website Scope and Quote. Client hereby grants to Agency the limited, royalty-free, non-exclusive right and license to Client Materials solely as necessary to incorporate Client Materials into the Site or otherwise provide services to Client. Subject to the foregoing license, Client reserves all rights in Client Materials.

2.3 Client shall ensure that Client Materials do not violate or infringe any applicable laws, regulations or third party rights, including but not limited to the provision of material that is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous, in breach of any third party's rights (including Intellectual Property Rights as defined below), or results in the unlawful advertisement, solicitation, offering for sale, or sale of controlled substances or other unlawful goods or services (“**Inappropriate Content**”).

2.4 Agency reserves the right to remove or disable access to content from the Site where it reasonably suspects such content is Inappropriate Content. Agency shall notify Client promptly if it becomes aware of any allegation that any content on the Site may be Inappropriate Content.

2.5 Agency may incorporate into the Site certain Pre-Existing Materials. “**Pre-Existing Materials**” means all content and any other information in any form or media, including documents, data, know-how, ideas, specifications, and software code that (a) were developed by Agency prior to the Effective Date and (b) are utilized by Agency to service other clients or otherwise for purposes other than its performance under this Agreement. Agency hereby grants to Client the limited, royalty-free, non-exclusive right and license to use the Pre-Existing Materials as they are incorporated into the delivered Site. Subject to the foregoing license, Agency reserves all rights in the Pre-Existing Materials.

2.6 The Site may include and require the use of Third-Party Materials and Open Source Components. “**Third-Party Materials**” means content in any form or media, including but not limited to documents, data, know-how, ideas, specifications, plugins, and software code, in which any person or entity other than Client or Agency owns any Intellectual Property Rights (as defined below), but specifically excluding Open Source Components. “**Open Source Components**” means any software components that are subject to any open source copyright license agreement, including but not limited to any GNU General Public License or GNU Library or Lesser Public License, or other license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative.

2.7 If Client has engaged Agency for the design, development, and hosting of the Site, Agency shall secure, at its cost and expense, all rights, licenses, consents, and approvals necessary for Client to use, during the term of this Agreement and any Maintenance Term, all Third-Party Materials and Open Source Components incorporated into the Site. By entering this

Agreement, Client acknowledges, agrees, and authorizes Agency to bind Client to all licenses and restrictions governing the Third-Party Materials and Open Source Components. This Section 2.7 shall not apply to any Client Materials, including any Third-Party Materials or Open Source Components requested or engaged by Client, or as otherwise provided in the Website Scope and Quote.

2.8 If Client has engaged Agency for the design and development of the Site but not for the hosting of the Site, Client shall secure, at its cost and expense, all rights, licenses, consents, and approvals necessary for Client to use all Third-Party Materials and Open Source Components incorporated into the Site. By entering this Agreement, Client acknowledges, agrees, and authorizes Agency to bind Client to all licenses and restrictions governing the Third-Party Materials and Open Source Components, and to pass through all associated fees and charges.

2.9 After expiration or termination of this Agreement, and in the time contemplated by Section 7.5 below, Agency will notify Client of any Third-Party Materials or Open Source Components that cannot be released to Client due to licensing or other restrictions. Client acknowledges and agrees the removal of such Third-Party Materials and Open Source Components from the Site may materially affect the form and functionality of the delivered Site, and Client bears all responsibility, costs and expense for directly securing the rights, licenses, consents, and approvals necessary to replace the Third-Party Materials or Open Source Components with identical or functionally similar components.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 Except as set forth in Section 3.2, Section 3.4, and Section 3.5, Client is and will be the sole and exclusive owner of all right, title, and interest in and to the Site, including all Intellectual Property Rights therein. “**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world. The parties agree that:

(a) Agency shall create all its deliverable work product in the Site as work made for hire as defined in Section 101 of the Copyright Act of 1976.

(b) To the extent any deliverable work product does not qualify as work made for hire, Agency shall, and hereby does, immediately on its creation, assign, transfer, and otherwise convey to Client, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to such deliverable work product, including all Intellectual Property Rights therein.

3.2 Agency is and will remain the sole and exclusive owner of all right, title, and interest in and to the Pre-Existing Materials, including all Intellectual Property Rights therein.

3.3 Client and its licensors are, and will remain, the sole and exclusive owners of all right, title, and interest in and to Client Materials, including all Intellectual Property Rights therein. Agency has no right or license to use any Client Materials except solely to the extent necessary to provide the services to Client. All other rights in and to Client Materials are expressly reserved by Client and its licensors.

3.4 All right, title, and interest in and to Third-Party Materials will remain with the respective owners thereof, subject to any express licenses or sublicenses granted to Client pursuant to or in accordance with this Agreement.

3.5 All right, title, and interest in and to any Open Source Components will remain with the respective owners thereof, subject to Client's rights under the applicable Open Source Licenses.

3.6 All rights, title, and interest to any materials, concepts and techniques developed by Agency, alone or in conjunction with Client or its employees, during the course of this Agreement or the delivery of any services under the Website Scope and Quote (the **"Improvements"**) shall belong to Agency. Agency hereby grants to Client a worldwide, royalty-free, non-sublicensable, nonexclusive license to use the Improvements to the extent incorporated into or used in association with the Site. Customer shall not sell, disclose, or sublicense the Improvements without the prior written approval of Agency.

4. DATA PROTECTION AND PRIVACY POLICIES

4.1 Client is solely responsible for compliance with all Heightened Cybersecurity Requirements governing the collection, storage, and use of any information concerning visitors who view or interact with the Site. **"Heightened Cybersecurity Requirements"** means any laws, regulations, codes, guidance from regulatory and advisory bodies (whether mandatory or not), international and national standards, which are applicable to Client relating to security of network and information systems and security breach and incident reporting requirements.

4.2 Client will ensure that it has all necessary notices and consents in place to permit the collection, storage, and use of any information concerning visitors who view or interact with the Site, including any data submitted by the visitor or collected through automatic technology such as cookies and web beacons. Client shall supply and be solely responsible for the content of all Terms of Use, Privacy Policies, and other policies required or desirable for posting on the Site.

4.3 Agency shall make commercially reasonable efforts to comply with any direction by Client necessary to comply with Heightened Cybersecurity Requirements applicable to Client.

4.4 If Client has engaged Agency for the design and development of the Site, Agency may supply placeholder Terms of Use, Privacy Policy, or other policies for the Site. The provision of placeholder policies does not negate or satisfy Client's obligations under Sections 4.1 and 4.2, and Agency expressly disclaims any representation or warranty that such placeholder policies are appropriate or sufficient for Client's use.

5. SITE MAINTENANCE

5.1 Agency shall provide the maintenance services, if any, described in the Website Scope and Quote accepted by Client and incorporated into this Agreement (the **"Maintenance Services"**) for the period of time described therein (the **"Maintenance Term"**). Unless otherwise provided in the Website Scope and Quote, all Maintenance Services are provided on a per-time basis at the then-existing rates posted by Agency.

5.2 The following terms govern Agency's provision of the Maintenance Services during any Maintenance Term:

(a) Agency will assist Client with changes to the Site as requested by Client under the Maintenance Services. In addition, or in the alternative at Client's request, Agency may provide tools and resources for Client to directly alter the content or nature of the Site. Agency is not responsible for any changes, additions, or subtractions made by Client. If Client alters the Site in a manner that negatively impacts the Site's design or functionality, Agency may assist restoration of the Site on a per-time basis at its then-existing rates.

(b) Agency will provide scheduled, off-site backups of the Site if included in the Maintenance Services. Agency does not warrant that all backups will be complete, accessible, or free from error and Client accepts all risk of loss. Agency does not independently backup Client Materials and Client accepts all responsibility for Client Materials.

(c) Agency will provide regularly security scans of the Site if included in the Maintenance Services. Agency uses commercially-reasonable efforts to identify, correct, and notify Client of any security threats. Agency does not warrant the Site will be free from security vulnerabilities or incidents and Client assumes the risk of all loss due to security incidents.

(d) Agency will provide Client with reports concerning traffic on the Site if included in the Maintenance Services. All provided data is aggregate data and is not intended to constitute personally identifiable data concerning any user of the Site.

5.3 Client acknowledges and agrees Agency may engage third-party service providers to assist delivery of the Maintenance Services to Client, including but not limited to domain hosting, security scans, vulnerability detection, backups, and statistics reporting. Client agrees to comply with all terms of use and conditions or restrictions governing delivery or use of services by any third-party and, to the extent necessary or desirable, agrees Agency may bind Client thereto.

6. CHARGES AND PAYMENT

6.1 In consideration of the services provided and rights granted by Agency under this Agreement, Client shall pay Agency properly invoiced fees ("**Fees**") as set forth in the Website Scope and Quote.

6.2 Agency will issue invoices to Client, and payment will be due net thirty (30) days from the invoice date. Failure to secure final approval from Client on Site designs will not be considered a reason to delay payment beyond the due date. Interest will accrue at the rate of 10% per annum for any late payment. In addition to the amount owed for applicable interest or late charges, Client agrees to pay Agency for all expenses incurred by Agency to collect any amounts payable under this Agreement, including costs of collection, court costs and attorney's fees.

6.3 All Fees are exclusive of taxes. Client shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder.

7. TERM AND TERMINATION

7.1 This Agreement shall commence on the Effective Date and continue while there is any effective Website Scope and Quote in place between Agency and Client, provided that the

terms of this Agreement specific to design, development, maintenance, or hosting services shall only apply during the period Agency is obligated to provide such services pursuant to an agreed and effective Website Scope and Quote.

7.2 If Client has engaged Agency for design and development of the Site, Client shall be deemed to have accepted the completed Site upon the occurrence of any of the following events: (i) Client affirmatively states approval of the Site in writing; (ii) Client puts the Site into use or otherwise uses any part of the Site for any revenue-earning purposes or to provide any services to third parties; or (iii) the expiration of thirty (30) days after Agency delivers Site to Client.

7.3 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

(a) the other party fails to pay any amount due under this Agreement on the due date for payment;

(b) the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides written notice of such breach;

(c) the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; makes or seeks to make a general assignment for the benefit of its creditors; or applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(d) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

(e) in the opinion of Agency, the credit of Client is or may be impaired.

7.4 If this Agreement terminates early, Client will remain obligated to pay Fees for all services rendered before the effective date of termination.

7.5 On expiration or termination of this Agreement otherwise than on termination by Agency pursuant to Section 7.3, Agency shall promptly return all Client Materials to Client, and shall provide to Client an electronic copy of the Site, including all database files and all content on the Site that Agency may deliver pursuant to applicable licenses. Client agrees to promptly review all provided materials and, within seven (7) calendar days of delivery of such materials (the "**Review Period**"), notify Agency of any errors, concerns, or additional requests. Agency will assist Client with any questions, errors, or concerns raised during the Review Period on a per-time basis at Agency's then-existing rates. Upon the earlier of Client's affirmative approval or the expiration of the Review Period, the delivery shall be deemed complete and Agency shall have no further obligation to assist Client with requests for Site materials.

7.6 On expiration or termination of this Agreement, all provisions of this Agreement shall cease to have effect, except that any provision which can reasonably be inferred as continuing or is expressly stated to continue shall continue in full force and effect, including without limitation

Section 8.3 (Representations and Warranties by Client), Section 9 (Limitation of Liability) and Section 10 (Indemnity).

8. WARRANTIES

8.1 Each party represents and warrants to the other party that:

- (a)** it is duly organized, validly existing, and in good standing as a corporation or other entity under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;
- (b)** it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder;
- (c)** the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and
- (d)** when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

8.2 Agency warrants to Client that:

- (a)** it will perform the services in a professional and workmanlike manner in accordance with commercially reasonable industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement; and
- (b)** any Site designed and developed by Agency will perform substantially in accordance with the specifications described in the Website Scope and Quote upon delivery and during the Maintenance Term. If the Site does not so perform, Agency shall, for no additional charge, carry out any work necessary in order to ensure that the Site substantially complies with the Website Scope and Quote. This warranty shall not apply to the extent that any failure of the Site is caused by any Client Materials, any breach of this Agreement by Client, or any change, addition, or subtraction to the Site made by or through Client or at Client's request.

8.3 Client warrants to Agency that:

- (a)** Client owns or has licensed all rights necessary for use of Client Materials on the Site, and Client Materials will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights or other rights of any third party; and
- (b)** Client's operation of the Site, including the sale of goods or services through the Site, will comply with all applicable laws.

8.4 This Agreement sets out the full extent of Agency's obligations to Client. All conditions, warranties or other terms concerning the services which might otherwise be implied into this Agreement or any collateral contract (whether by statute or otherwise) are hereby expressly excluded.

8.5 EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, AGENCY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER

THIS AGREEMENT. AGENCY DOES NOT WARRANT THAT THE CLIENT'S USE OF THE SERVICES OR THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE; THE SERVICES OR THE SITE WILL BE FREE FROM VULNERABILITIES; OR THE SERVICES OR THE SITE WILL COMPLY WITH ANY HEIGHTENED CYBERSECURITY REQUIREMENTS. A "VULNERABILITY" SHALL MEAN ANY WEAKNESS FOUND IN SOFTWARE AND HARDWARE COMPONENTS THAT WHEN EXPLOITED, RESULTS IN A NEGATIVE IMPACT TO THE CONFIDENTIALITY, INTEGRITY, OR AVAILABILITY, OF THE SITE.

9. LIMITATION OF LIABILITY

9.1 EXCEPT AS OTHERWISE PROVIDED IN SECTION 9.3, IN NO EVENT WILL AGENCY BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

9.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 9.3, IN NO EVENT WILL AGENCY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO AGENCY PURSUANT TO THE WEBSITE SCOPE AND QUOTE AND THIS AGREEMENT.

9.3 The exclusions and limitations in Section 9.1 and Section 9.2 shall not apply to a party's obligations under **Section 10 (Indemnification)**; to a party's gross negligence or willful misconduct, or to Client's warranties in Section 8.3.

10 INDEMNIFICATION

10.1 Client shall indemnify, defend, and hold harmless Agency, Agency's parent company Lee Enterprises, Incorporated, and each of their officers, directors, employees, agents, successors, and assigns (each, an "**Indemnitee**") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and court costs, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, that are incurred by an Indemnitee, arising out of or resulting from any claim, suit, action, or proceeding alleging:

- (a) Client Materials constitute Inappropriate Content;
- (b) Client Materials infringe the rights of a third party, including the third party's Intellectual Property Rights;
- (c) The Site content gives rise to claims for libel, privacy invasion, unfair competition, defamation, misuse of publicity rights, copyright infringement, dilution or trademark infringement; or
- (d) Facts or circumstances that, if true, would constitute Client's breach of any representation, warranty, covenant, or obligation of Client under this Agreement.

10.2 Agency will promptly notify Client in writing of any action for which it is entitled to be indemnified pursuant to Section 10.1 and cooperate with Client at Client's sole cost and expense. Client shall immediately take control of the defense and investigation of such action and shall employ counsel of its choice to handle and defend the same, at Client's sole cost and expense. Client shall not settle any action in a manner that adversely affects the rights of Agency without Agency's prior written consent. Agency's failure to perform any obligations

under this Section 10.2 will not relieve Client of its indemnification obligations under this Section 10 except to the extent that Client can demonstrate that it has been materially prejudiced as a result of such failure. Agency may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

11. FORCE MAJEURE

Neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes, or blockades in effect on or after the date of this Agreement, national or regional emergency, or national or regional shortage of adequate power or telecommunications or transportation facilities (each of the foregoing, a "**Force Majeure Event**"), in each case, provided that (i) such event is outside the reasonable control of the affected party; (ii) the affected party provides notice to the other party, stating the period of time the occurrence is expected to continue; and (iii) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

12. NOTICES

All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement have binding legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this Section 12:

If to Agency: Amplified Digital Agency
admin@amplifieddigitalstl.com
Attention: Amanda McGinnis

If to Client:

Notices sent in accordance with this Section 12 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email with confirmation of transmission during the addressee's normal business hours; (d) on the next business day, if sent by facsimile or email with confirmation of transmission after the addressee's normal business hours; and (e) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

13. ASSIGNMENT

Neither party shall assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, whether voluntarily, involuntarily, by operation of law, or otherwise, without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed. Any purported assignment, delegation, or transfer in violation of this section is void. Notwithstanding the foregoing, Agency may assign this Agreement to a third party without consent in connection with a sale, change of control, merger, acquisition, sale of all or substantially all assets or other similar transaction by Agency.

14. THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

15. ENTIRE AGREEMENT

15.1 This Agreement, together with the Website Scope and Quote, constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

16. RELATIONSHIP OF THE PARTIES

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and, unless otherwise stated herein, neither party shall have authority to contract for or bind the other party in any manner whatsoever.

17. AMENDMENTS AND WAIVER

No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. SEVERANCE

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

19. GOVERNING LAW AND SUBMISSION TO JURISDICTION

This Agreement is governed by and construed in accordance with the internal Laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule that would require or permit the application of laws of any jurisdiction other than those of the State of Missouri. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Missouri in each case located in the city of St. Louis, and each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

20. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CLIENT:

By _____

Company Name (o Partnership o Corporation o Individual)_____
Print Name/TitleBilling Address _____

NEW Account ____ or Acct# _____

AMPLIFIED DIGITAL, LLC

By _____

Company / Division Name_____
Print Name/TitleManager Signature: _____

Date: ____/____/____