

Website Advertising Agreement

Parties:

Vetlist LLC d/b/a Veteran Resource List (“VRL”)
8187 Zachary Ct.
Indianapolis, IN 46236

_____ (“Advertiser”)

Date: Effective as of _____

This Website Advertising Agreement (the “Agreement”) is entered into as of the above-referenced date by and between VRL and Advertiser and outlines the details regarding the banner advertisements (the “Advertisements”) that Advertiser seeks to place on VRL’s veteranresourcelist.com website, as well as any related website or application operated by VRL (collectively, the “Site”).

1. Size of the Advertisements.

Top Banner – 468 x 61
Side Banner – 250 x 250
Footer Banner/Box – 250 x 250

2. Location of the Advertisements. Advertisements will run throughout site on all pages.

3. Cost of the Advertisements. Advertiser will pay VRL \$250.00 per month in order to post the Advertisements. Such amount will be due before the first day of each month.

4. Content of the Advertisements. Advertiser shall be responsible for providing VRL with the content of the proposed Advertisements in the manner in which Advertiser would like the Advertisements to be displayed, as well as details regarding the website where the Advertisements will be linked. The Advertisements shall comply with any specifications that VRL may provide from time to time regarding the size and content of advertisements. VRL has the sole right and authority to reject any Advertisement that: (a) does not meet VRL’s specifications; (b) VRL finds to be objectionable or unsuitable for the Site; (c) contains false or misleading information; (d) suggests an affiliation between Advertiser and VRL; (e) contains any hate speech, threatening messages, defamation, pornography, nudity or graphic or gratuitous violence; or (f) links to a website (“Advertiser’s Website”) that violates any of the foregoing terms. Even after VRL accepts an Advertisement from the Site, VRL has the sole right and discretion to remove the Advertisement if VRL later determines that the Advertisement is objectionable for the foregoing reasons.

5. **License Grant.** Advertiser shall be solely responsible for the content of its Advertisements. By submitting the Advertisement to VRL, Advertiser grants VRL an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce and distribute the Advertisement and any trademarks or other materials displayed therein.

6. **Warranties and Disclaimers.**

a. Advertiser warrants that: (a) the Advertisements and Advertiser's Website do not contain any false or misleading information; (b) the Advertisements and Advertiser's Website do not contain any untrue, defamatory, harmful, abusive, vulgar or obscene materials; (c) the Advertisements and Advertiser's Website do not infringe upon or violate the rights of any other party, including but not limited to copyrights, trademarks, privacy rights, moral rights, trade secrets, patents and any other rights; and (d) Advertiser complies with all applicable state, federal, and/or international laws, rules, policies and/or licenses governing advertisements and privacy.

b. NEITHER VRL, ITS SUBSIDIARIES AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, WARRANT THAT USE OF THE SITE WILL BE UNINTERRUPTED OR THAT THE ADVERTISEMENTS WILL BE SERVED CONTINUOUSLY OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE ADVERTISEMENT. VRL HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SITE AND THE SERVICES OUTLINED HEREIN, INCLUDING, BUT NOT LIMITED TO, THOSE OF TITLE NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

7. **Indemnification/Release.** Advertiser agree to indemnify, defend and hold harmless VRL, its officers, managers, owners, employees, agents, designees, users, successors, assigns, service providers and suppliers from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and court costs, relating to or arising from: (a) any violation of this Agreement by Advertiser, including any breach of the warranties outlined above; (b) the Advertisements or Advertiser's Website; (c) Advertiser's products or services; and (d) any other claim made by a user of the Site relating to the conduct of Advertiser.

8. **Limitation of Liability.** NEITHER VRL, NOR ANY OF VRL'S EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, OR LICENSORS (COLLECTIVELY, "VRL ASSOCIATES") SHALL BE LIABLE TO ADVERTISER OR ANY THIRD PARTY FOR ANY COMPENSATORY, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ATTORNEYS' FEES, OR FOR LOST DATA OR LOST PROFIT, ARISING OUT OF OR RELATED TO THE ADVERTISEMENTS, THE SITE OR ADVERTISER'S USE OF THE SERVICES OUTLINED HEREIN, EVEN IF

VRL OR A VRL ASSOCIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE FORESEEABLE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, IN SUCH STATES AND JURISDICTIONS LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. IF THE FOREGOING LIMITATIONS ARE UNENFORCEABLE, ADVERTISER AGREE THAT VRL'S LIABILITY TO ADVERTISER UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY ADVERTISER TO VRL IN THE THREE (3) MONTHS PRIOR TO THE ACCRUAL OF ANY SUCH CLAIM.

9. **Termination.** Each party shall have the right, upon written notice to the other party, to terminate this Agreement whether or not the other party is in default or in breach. VRL shall be entitled to payment with respect to fees earned up to the effective date of the termination.

10. **Miscellaneous.**

a. The laws of the State of Indiana shall govern the validity, performance, enforcement, interpretation and any other aspect of this Agreement, without regard to principles of conflicts of laws thereunder. The parties agree to submit to the exclusive jurisdiction and venue of the courts of Marion County, Indiana for any action arising out of this Agreement.

b. Advertiser acknowledges and agrees that the provisions, disclosures and disclaimers set forth in this Agreement are fair and reasonable and its agreement to follow and be bound by them is not the result of fraud, duress or undue influence exercised upon Advertiser by any person or entity. The failure of VRL to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement shall remain in full force and effect.

c. VRL shall have the right to assign this Agreement and to sublicense any and all of its rights under this Agreement. This Agreement, including any documents referenced herein and any additional operating rules as posted on the Site, represent the entire understanding between Advertiser and VRL regarding Advertiser's relationship with VRL. This Agreement supersedes all previous written or oral agreements between Advertiser and VRL with respect to such subject matter. Notwithstanding any provision of this Agreement, VRL has available all remedies at law or equity to enforce this Agreement.

IN WITNESS WHEREOF, VRL and Advertiser have caused duly authorized representatives of the respective parties to execute this Agreement on the date(s) set forth below and each party acknowledges that they have read, understand, and agree to the terms and conditions of this Agreement.

Vetlist LLC d/b/a Veteran Resource List

By: _____

Printed: _____

Title: _____

Date: _____

“Advertiser”

By: _____

Printed: _____

Title: _____

Date: _____