

Digital Marketing Services Agreement

This agreement between "Client" who is engaging Thrive Studios LLC "Thrive" located at 3 Hermit Thrush Rd, Hilton Head Island, SC 29926 on the date this form is submitted to act as an independent contractor for the specific project to provide one or more of the following services:

- Website design, development and hosting
- Pay-per-click advertising campaign management (Ad Words)
- Paid social campaign management (Facebook and/or Instagram)

WHEREAS, Thrive is an independent contractor hired to provide outsourced digital marketing and lead generation services on a monthly basis (see service descriptions).

WHEREAS, Client seeks to utilize Thrive services to provide digital marketing and lead generation for their business.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree to the terms and conditions as follows;

1. Digital Marketing & Lead Generation Cost & Payments: Client agrees to pay the proposal price each month for services. Services will be billed a month in advance, and payments will be due on the first day of the month. Thrive has the right to terminate the agreement with a seven-day notice in the event the services are not pre-paid for by the client.

Pricing is based on current scope of work. In the event additional services are required or there is a major change in the scope of work, then Thrive reserves the right to adjust our pricing. In the event the travel required to fulfill these services is more than 50 miles, then Thrive shall be reimbursed for expenses incurred. All expenses must be pre-approved by the Client.

2. Additional Services: Thrive may provide additional services including but not limited to training, photography or video services based on the client's request. Thrive will do this via the services listed in **Addendum A**.

3. Term of Agreement: Client agrees the term of this agreement will be for one year. The agreement will automatically renew one year from the date the agreement is signed unless a written notice of either party's intent to the other that they will not be renewing is provided 45 days prior to the annual renewal date.

Either party may terminate the agreement with 30-day written notice. In the event the Client exercises this 30-day out clause prior to the end of the initial year, all digital intellectual property will remain under the ownership of Thrive. Should the client wish to transfer the ownership of the intellectual property, all monies for the remainder of the agreement (prior to final termination date) will become due (per section 1 of this agreement). Client agrees to give required access to Thrive to

complete its work. Thrive will use best efforts to work to finish out providing services for the final 30 days.

4. **Content:** Client agrees to provide all content required (text, articles, photos, graphics, videos, etc.) for the support of Thrive's efforts.

5. **Additional Tools/Software & Cost:** Thrive may require certain tool/software/services to support our efforts. Client agrees to be responsible for all cost one time or monthly for such tools/software. Thrive agrees that it will not purchase or subscribe to such software without pre-approval from the Client

6. **Managing Clients Internal Resources:** Client agrees that Thrive will have the lead and be fully in charge of establishing digital strategy, managing day to day work/task, managing all of the current internal digital marketing resources (employees, contractors, etc.).

Clients agrees that all digital resources will report to Thrive on an as needed basis to implement the program effectively. Resources will be managed and provided tasks to support the digital strategy, day to day efforts, and daily management set forth by Thrive and the executive committee of the client.

7. **Additional Services Fees:** In the event the Client would like to use Thrive for services outside of the scope of services additional charges may apply. In the event Thrive is asked to do hourly work outside of the scope of this agreement (Addendum A), then the following charges will apply:

Thrive Hourly Fee: \$75.00 per hour

8. **Authorization:** Client agrees to give Thrive access to all tools, software, websites, social media, landing pages, accounts, etc. that they will need to access. Thrive will use best efforts to secure and protect all passcodes. Only authorized representatives of Thrive will be allowed to access passcodes and only on an as needed basis.

9. **Copyrights and Trademarks:** The Client represents (informs) to Thrive and unconditionally guarantees that any elements of text, graphics, videos, photos, content, designs, trademarks, or other artwork furnished to Thrive for inclusion in web pages, social media, etc. are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements. Client agrees to hold harmless, protect, and defend Thrive from any claim or suit arising from the use of such elements furnished by the Client.

10. **Ownership to Deliverables:** Thrive or its partners retain the intellectual rights to all items previously owned by Thrive/partner. Client retains the rights to all deliverables that are not marked as Thrive property. Items that are not specifically transferred to the Client will remain the property of their respective owners. Thrive may choose to give the Client a one-time lifetime license for use of any of its intellectual property.

11. **Work Credit:** Client agrees to allow Thrive to use clients name and website for company promotions, online portfolio, past clients list, on social media, in print material, etc. for advertising and promoting Thrive's services to other companies.

12. **Assignment of Project:** Thrive reserves the right to assign certain subcontractors to this project if it sees the need to do so in order to meet the requirements of this agreement.

13. **Non-Disclosure:** Thrive, its employees and subcontractors agree that, except as directed by the Client, it will not at any time during or after the term of this agreement disclose any non-public Confidential Information to any person whatsoever. Likewise, the Client agrees that it will not convey any non- public confidential information obtained about the Thrive to another party.

14. **Performance Liability:** WHEREAS, the parties acknowledge that the internet is neither owned nor controlled by any one entity; therefore, Thrive can make no guarantee on the results that may be provided as a result of our work. Thrive represents that in good faith it shall make every effort to ensure that the clients digital marketing is successful and leads are generated as a result of our work.

Thrive does not warrant that the functions supplied by its work, web pages, digital marketing, consultation, advice, or work will meet the Client's requirements or that the operation of the work/deliverables will be uninterrupted or error-free. The entire risk as to the quality and performance of the work and deliverables is with Client.

In no event, will Thrive be liable to the Client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these digital marketing services or website(s), even if Thrive has been advised of the possibility of such damages.

15. **Indemnity:** The client does hereby expressly agree to indemnify and hold harmless Thrive Studios, LLC, its Owners, its principals, officers, employees and contractors against all suits, actions, claims, demands, or costs of any kind to which they may be subject arising or resulting at any time or place from anything done or omitted to be done by them in connection with this project. The client hereby waives any and all claims which, but for this waiver, it may have, or which it may hereafter acquire, against Thrive Studios, LLC, its Owners, its principals, officers, employees and contractors arising or resulting at any time or place from anything done or omitted to be done by them regarding this project.

16. **Agreement Revisions:** Revisions to this Agreement will be considered agreed to by Thrive and Client when requested changes have been signed by both parties.

17. **Lawful Purpose:** Client may only use Thrive's design services for lawful purpose. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets. This also includes links or any connection to such materials.

18. **Termination:** Thrive may terminate service under this Agreement at any time, without penalty, if the Client fails to comply with the terms of this Agreement. If the Client fails to comply with the terms of this Agreement and Thrive refers the matter to an attorney, the Client agrees to pay reasonable attorney fees and agrees to compensate Thrive for other collection costs and expenses it may occur.

19. **Entire Understanding:** The agreement constitutes the sole agreement between Thrive and Client regarding the use of services. It becomes effective only when signed by both parties.

20. **Thrive Media Vendors:** In connection with Services provided hereunder, Thrive has the right to utilize contractors, third-party companies, and vendors selected by Thrive at its sole discretion (each a Vendor) to complete or support the completion of the work at hand. Purchased work from Vendors shall be made under such terms Thrive deems in its sole discretion as acceptable (Vendor Terms). Thrive will be responsible for all cost associated with the Vendor, unless the cost is provided to the Client, and the Client agrees in writing to pay said cost.

21. **Force Majeure:** Non-performance by either party hereunder, other than an obligation to pay money, shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, orders or restrictions, acts of God, or any other reason to the extent that the failure to perform is beyond the control of the non-performing party.

22. **Fax/Scanned Copy of Signature:** Both parties agree that a faxed or scanned copy of the signed document by either or both parties shall be considered acceptable, legal, and legally binding.

23. **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of South Carolina without regard to such state's principles of conflicts of law. The legal jurisdiction for this agreement shall reside in Beaufort County, South Carolina, and all legal proceedings shall take place in Beaufort County, South Carolina.

By electronically executing the proposal, you agree to all of the following terms and conditions.