

Master Online Marketing Services Agreement

This Online Marketing Services Agreement, dated as of _____, 20__ (this "**Agreement**"), is entered into between Dr. Dan, LLC, a Texas limited liability company, located at [ADDRESS] (the "**Company**"), and [CLIENT NAME], a [STATE OF ORGANIZATION] [TYPE OF ENTITY], located at [ADDRESS] ("**Client**"), and together with Company, the "**Parties**", and each, a "**Party**".

WHEREAS, Company is in the business of providing online marketing services.

WHEREAS, Client wishes to retain Company to provide the services set forth in the attached Exhibit A and in any subsequent services requested by Client (the "**Services**").

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. Company Services and Responsibilities.

1.1 Company Services. Subject to the terms and conditions provided in this Agreement, Company shall use commercially reasonable efforts to provide to Client the Services set forth in one or more statements of work to be issued by Client and accepted by Company (each, a "**Statement of Work**"). The initial accepted Statement of Work is attached hereto as Exhibit A. Additional Services requested by Client shall be deemed accepted and incorporated into this Agreement only if accepted by the Company in writing which shall include email correspondence.

1.2 No Exclusivity. Company retains the right to perform the same or similar type of services for third parties in Client's industry during the Term of this Agreement.

1.3 Restrictions on Expenditures. Company shall not incur any cost or make any expenditure in connection with the Campaign or any Service. Client is responsible all expenses and costs in connection with Campaign and any Service. For purposes of this Agreement, "**Campaign**" shall mean the promotional and marketing campaign for Client's mental health services more fully described in Exhibit A to this Agreement.

2. Client Obligations and Responsibilities. Client shall:

(a) Provide copies of or access to Client's information, websites, trademarks, logos, or other material (collectively, "**Client Materials**") as Company may request in order to carry out the Services in a timely manner and ensure that they are complete and accurate in all material respects. Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to all Client Materials, including any and all trade secrets, trademarks, domain names, original works of authorship and related copyrights, and any other intangible property in which any person holds proprietary rights, title, interests, or protections, however arising, pursuant to the laws of any jurisdiction throughout the world (collectively "**Intellectual Property**") therein.

(b) Respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Company to perform the Services in accordance with the requirements of this Agreement.

(c) Agree to the terms of the Company's Policies as set forth on Company's website <https://marketingfortherapists.org/customer-service-policies/>.

(d) If applicable, Client shall be responsible for any and all legal and ethical compliance as required by Client's licensing jurisdictions.

3. License to Certain Client Intellectual Property. Subject to and in accordance with the terms and conditions of this Agreement, Client grants Company and its independent contractors a limited, non-exclusive, royalty-free, worldwide license during the Term to use Client's Intellectual Property solely to the extent necessary to

provide the Services to Client, including access to Client's (i) website for analysis of content and structure and website statistics and (ii) Google Ads account

4. Fees and Expenses

4.1 Fees and Expenses. In consideration of the provision of the Services and the rights granted to Client under this Agreement, Client shall pay Company the fees as set forth in each Statement of Work. The fees must be received prior to the start of any Services. Client acknowledges and agrees upon execution of this Agreement, the Company will incur certain costs and expenses in order to perform the Services (including, without limitation, lost fees to perform work for other clients). Except as expressly provided herein, all payments by Client to Company under this Agreement are non-refundable. Client agrees to pay for all reasonable out-of-pocket expenses incurred by Company in connection with the performance of the Services.

4.2 Late Payments. Client shall pay interest on all late payments, calculated daily and compounded monthly at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law. Client shall also reimburse Company for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

5. Representations, Warranties, and Certain Covenants.

5.1 Client understands, acknowledges and agrees that the Company (i) accepts no responsibility for policies of third-party search engines, directories or other web sites, including, but not limited to, Google Ads and (ii) cannot guarantee position, consistent positioning, or specific placement of particular keyword or search term. The Company cannot and does not warrant that the Services will meet the Client's expectations or the results anticipated by the Client.

5.2 NO OTHER REPRESENTATIONS OR WARRANTIES; NON-RELIANCE. THE COMPANY HAS NOT MADE OR DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. CLIENT ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, OR ANY OTHER PERSON ON COMPANY'S BEHALF.

6. Indemnification. Client shall defend, indemnify, and hold harmless Company, and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**"), from and against any and all any and all Losses that are incurred by Indemnified Party arising out of or resulting from any third-party Claim or direct Claim alleging: (a) the material breach by Client of any representation, warranty, covenant, or other obligations set forth in this Agreement; (b) the negligence or more culpable act or omission of Client or its personnel (including any recklessness or willful misconduct) in connection with the performance of its obligations under this Agreement; and (c) that any Client Materials or Client Intellectual Property or Company's receipt or use thereof in accordance with the terms of this Agreement infringes any Intellectual Property of a third party. For purposes of this Agreement, "**Claims**" means (i) any threatened, pending or completed action, suit, proceeding or alternative dispute resolution mechanism, whether civil, criminal, administrative, arbitral, investigative or other, and whether made pursuant to federal, state or other law; or (ii) any inquiry, hearing or investigation that Indemnitee determines might lead to the institution of any such action, suit, proceeding or alternative dispute resolution mechanism. For the purposes of this Agreement, "**Losses**" means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, and the costs of enforcing any right to indemnification under this Agreement and the Cost of pursuing any insurance providers.

7. Limitation of Liability. IN NO EVENT WILL COMPANY BE LIABLE TO THE CLIENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT, BUSINESS INTERRUPTION, AND LOSS OF INFORMATION), WHETHER ARISING OUT OF BREACH OF

CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO COMPANY PURSUANT TO THIS AGREEMENT WITHIN PREVIOUS 12 MONTHS PRIOR TO SUCH CLAIM.

8. Confidentiality. From time to time during the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") information about its business affairs and services, confidential information and materials comprising or relating to Intellectual Property, trade secrets, third-party confidential information, and other sensitive or proprietary information, as well as the terms of this Agreement, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that at the time of disclosure: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 8 by the Receiving Party or any of its Representatives; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of the Receiving Party or its Representatives prior to being disclosed by or on behalf of the Disclosing Party; (d) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information; or (e) is required to be disclosed pursuant to applicable Law. The Receiving Party shall (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. The Receiving Party shall be responsible for any breach of this Section 8 caused by any of its Representatives. At any time during or after the Term, at the Disclosing Party's written request, the Receiving Party and its Representatives shall, pursuant to Section 8, promptly return all Confidential Information and copies thereof that it has received under this Agreement.

9. Term; Termination.

9.1 Term. The term of this Agreement commences on the Effective Date and continues until completion of the Services, unless it is earlier terminated in accordance with the terms of this Agreement (the "**Term**").

9.2 Termination for Cause.

(a) Either Party may terminate this Agreement, effective upon written Notice, to the other Party (the "**Defaulting Party**") if the Defaulting Party: (i) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within five (5) days after receipt of written notice of such breach; or (ii) is unable to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event that lasts for more than 45 consecutive days.

(b) Company may terminate this Agreement, effective upon written notice to Client (i) if Client fails to pay any amount due and such payment failure continues for ten (10) days after Client's receipt of written notice of nonpayment or (ii) if the Client fails to cooperate with the Company or hinders Company's ability to perform the Services hereunder.

9.3 Effect of Expiration or Termination.

(a) Expiration or termination of this Agreement will not affect any rights or obligations that are to survive the expiration or earlier termination of this Agreement or were incurred by the Parties prior to such expiration or earlier termination.

(b) Upon the expiration or termination of this Agreement for any reason, each Party shall promptly: (i) return to the other Party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other Party's Confidential Information; (ii) permanently erase all of the other Party's Confidential Information from its computer systems; and (iii) certify in writing to the other Party that it has complied with the requirements of this clause.

(c) Subject to Section 9.3(a), the Party terminating this Agreement, or in the case of the expiration of this Agreement, each Party, shall not be liable to the other Party for any damage of any kind (whether direct or indirect) incurred by the other Party by reason of the expiration or earlier termination of this Agreement. Termination of this Agreement will not constitute a waiver of any of either Party's rights, remedies, or defenses under this Agreement, at law, in equity or otherwise.

10. Miscellaneous.

10.1 General. Each Party shall deliver all communications regarding this Agreement in writing either in person, by certified or registered mail, return receipt requested and postage prepaid, by facsimile or email (with confirmation of transmission), or by recognized overnight courier service, and addressed to the other Party at the addresses set forth above (or to such other address that the receiving Party may designate from time to time in accordance with this section). This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of Texas, without giving effect to any conflict of laws provisions thereof that would result in the application of the laws of a different jurisdiction. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. The Parties may not amend this Agreement except by written instrument signed by the Parties. No waiver of any right, remedy, power, or privilege under this Agreement ("**Right(s)**") is effective unless contained in a writing signed by the Party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. Neither party may directly or indirectly assign, transfer, or delegate any of or all of its rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger (whether or not such party is the surviving entity), operation of law, or any other manner, without the prior written consent of the other party. Any purported assignment or delegation in violation of this Section shall be null and void. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Any provision that, in order to give proper effect to its intent, should survive the expiration or termination of this Agreement, will survive such expiration or termination for the period specified therein. This Agreement may be executed in counterparts.

10.2 Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules in Austin, Texas, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof; provided, however, a Party may use judicial proceedings for the limited purpose of seeking injunctive relief or avoiding barring a claim under the applicable statute of limitations. Each of the parties to this Agreement hereby agrees and consents to such venue and waives any objection thereto.

10.3 Relationship of Parties. Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. Company is an independent contractor pursuant to this Agreement. Neither Party has any express or implied

right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

DR. DAN, LLC

By_____

Name:

Title:

[CLIENT NAME]

By_____

Name:

Title:

EXHIBIT B

Emails – Agreement should cover all emails between client =

Payment of the invoice implies agreement with the statement of work in the email.