

	<b>See Source, LLC</b> 1100 Country Hills Drive, STE 100 Ogden, UT 84403 801-823-0083	<b>SEE SOURCE MEDIA ORDER</b> 8/17/2021
---	--	--

<b>Advertiser Information:</b> Discover Flagstaff 211 W. Aspen Ave. Flagstaff, AZ 86001	<b>Billing Information (if different from advertiser):</b> Lori Pappas 928-213-2916 lpappas@flagstaffaz.gov
<b>Service:</b> See Source MAID Advertising Campaign, along with additional services and customizations described in attached Exhibit A, hereto the "Services".	
<b>Payment Terms:</b> First payment of 50% is due on the first day of the campaign by ACH. 25% is due mid-campaign and final 25% is due within 10 days of the campaign end date. Payments will be automatically charged with the payment information on file (ACH). A 1.5% late fee will be applied to all past due payments.	
<b>Campaign: 2021/2022 Flagstaff Digital Ads</b>	<b>Campaign Dates:</b> September 1, 2021 – August 31, 2022

**Service Fees:**

Service Item	Details	Total												
Programmatic Media Buy & Management	Programmatic media buy through in-house DSP and media management, based on target audience requirements of the customer, to maximize the ROI/ROAS of the Customer while utilizing the MAIDs derived from Premium Insights Report.  *Sample CPM's Across Multiple Media Types Including Data/MAID Fees  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Static Display Ads</td> <td>\$5.00 – \$8.00</td> </tr> <tr> <td>HTML 5 or Animated GIF Ads</td> <td>\$5.00 – \$8.00</td> </tr> <tr> <td>Native Ads</td> <td>\$11.00 - \$15.00</td> </tr> <tr> <td>Video</td> <td>\$25.00</td> </tr> <tr> <td>Digital Radio</td> <td>\$15.00 - \$30.00</td> </tr> <tr> <td>Connected TV</td> <td>\$50.00</td> </tr> </table>	Static Display Ads	\$5.00 – \$8.00	HTML 5 or Animated GIF Ads	\$5.00 – \$8.00	Native Ads	\$11.00 - \$15.00	Video	\$25.00	Digital Radio	\$15.00 - \$30.00	Connected TV	\$50.00	\$160,000
Static Display Ads	\$5.00 – \$8.00													
HTML 5 or Animated GIF Ads	\$5.00 – \$8.00													
Native Ads	\$11.00 - \$15.00													
Video	\$25.00													
Digital Radio	\$15.00 - \$30.00													
Connected TV	\$50.00													
Geo-location MAIDs	Geo-location Mobile Advertiser IDs (MAIDs) for repeat visitors and MAID-driven look-a-like audiences. Audience requirements TBD.	Included												
Creative Asset Development	Client to provide	N/A												
Campaign Dashboard & Reporting	Advertising Campaign dashboard based on key performance indicators, TBD. Includes attribution report at campaign completion.	Complimentary												
<b>Total Contracted</b>		<b>\$160,000</b>												

**Payment Schedule:**

Service Item	Qty	Total
Total Due 9/1/21	50%	\$80,000
Total Due 1/1/22	25%	\$40,000
Total Due 8/1/22	25%	\$40,000
<b>Total Contracted</b>		<b>\$160,000</b>

**SERVICES AGREEMENT TERMS**

This Services Agreement ("Agreement") is entered into on this 1st day of September, 2021 (the "Effective Date") between See Source, LLC. ("Company"), and the Advertiser listed above ("Customer"). This Agreement includes and incorporates the above Media Order, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations, and use limitations.

By signing below, I hereby represent and warrant that I am duly authorized to execute this binding contract on behalf of the Company or the Customer.

**See Source, LLC (Company):**

By (Signature):



Name: Alex Lawrence

Title: CEO

**Discover Flagstaff (Customer):**

By (Signature):

Name:

Title:

## **TERMS AND CONDITIONS**

### **1. SERVICES AND SUPPORT**

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services outlined in the Order Form and customization described in Exhibit A.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable product and technical support services in accordance with the terms set forth in Exhibit B.

### **2. RESTRICTIONS AND RESPONSIBILITIES**

2.1 Customer represents, covenants, and warrants that Customer will use the Services only in compliance this agreement and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

### **3. CONFIDENTIALITY; PROPRIETARY RIGHTS**

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding prices, promotions, features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data that has been created by the Customer, an official representative of the Customer, or a third-party at the direction of the Customer and is provided by Customer to Company to enable the provision of the Services ("Digital Media Placement"). Customer warrants that they have received permission from respective third-party data provider(s) to distribute Customer Data to Company for the purpose of performance of the Services. Any restrictions of Customer Data usage that will impact or limit the provision of Services must be disclosed in writing to the Company. The Receiving

Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party and the Receiving Party agree that the foregoing shall apply with respect to the Proprietary Information and the Customer Data for a period of two (2) years following the disclosure thereof, and shall not apply to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, (c) was rightfully disclosed to it without restriction by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law.

3.2 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data, data or information regarding Customer's activities on Company's website or in connection with the Services, including frequency of visits to the website, data entered when using the website, vital statistics and trends, general information regarding Customer's use of the Services, correlations identified or categorical information regarding the kinds of Customer Data provided, and data derived therefrom ("Aggregate Data")), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose Aggregate Data in connection with its business. No rights or licenses are granted except as expressly set forth herein.

### **4. PAYMENT OF FEES**

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services in accordance with the terms therein (the "Fees"). Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement

in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.

## **5. TERM AND TERMINATION**

5.1 Subject to earlier termination as provided below, this Agreement is for the Campaign Dates as specified in the Media Order, either party may terminate this Agreement for convenience and without penalty by providing the other party thirty (30) days written notice. Customer will pay in full for the Services and media costs up to and including the last day on which the Services are provided.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services and media costs up to and including the last day on which the Services are provided. Upon any termination, Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

## **6. WARRANTY AND DISCLAIMER**

6.1 Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Services may be temporarily delayed either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR WITH

RESPECT TO ANY MARKETING OR INVESTMENT DECISION MADE WHILE USING THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6.2 Company shall use reasonable efforts to maintain availability of data sources required for the provision of Services. COMPANY DOES NOT WARRANT THAT THE DATA UTILIZED IN THE PERFORMANCE OF SERVICES WILL BE AVAILABLE IN PERPETUITY, AND THE DATA MAY, DUE TO CIRCUMSTANCES BEYOND THE COMPANY'S CONTROL, BECOME UNAVAILABLE. Under such circumstances, Company may, at its option and expense (a) replace or modify the Services to utilize available data sources, provided that such modification or replacement contains substantially similar features and functionality, (b) seek to renegotiate mutually agreeable terms of the Services with Customer including consideration of alternative data sources and costs that may be associated with obtaining access to those sources.

## **7. INDEMNITY**

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Services of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Services (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Services is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement

contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

Customer shall hold Company harmless from liability to third parties resulting from (i) infringement by any Customer Data, including any third-party data subscribed to by Customer and provided to Company for the provision of the Services, of any United States patent or any copyright or misappropriation of any trade secret, (ii) any nonfulfillment or breach of any covenant, agreement or other provision of this Agreement by the Customer, (iii) any marketing or investment decision made while using the Services, or (iv) any losses which Company may suffer, sustain or become subject to as a result of any claims or threatened claims against Company arising out of the actions or inactions of Customer with respect to the Customer's business or the terms of this Agreement.

#### **8. LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL DATA, EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA, OUTSIDE COMPANY'S REASONABLE CONTROL, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; (D) FOR ANY MARKETING OR

INVESTMENT DECISIONS MADE BY CUSTOMER WHILE USING THE SERVICES; OR (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **9. MISCELLANEOUS**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent, which shall not be unreasonably withheld. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Utah without regard to its conflict of laws provisions.

## **EXHIBIT A**

### **Media Campaign**

**MAID/Programmatic Advertising** – Company will perform all steps necessary to launch media campaign based on input from Customer. Company will identify the target audiences identified by Customer, will acquire the Mobile Advertiser IDs (MAIDs) for these audiences, and will place digital media advertisements to those audiences. It is assumed that Customer will be available and play a proactive role in providing all requested assets, approvals, and feedback in a timely manner.

A campaign brief and media plan will be provided to Customer for approval prior to campaign launch and will outline:

- Campaign Objective
- Flight Dates
- Ad Spend
- Target Audiences (Geo/Demo/Psycho)
- Ad Type(s)
- CPM
- Impressions
- KPIs/Measurements of Success

**Reporting** – Reports will be provided to Customer on a period agreed upon by Company and Customer. Reports will show campaign spend, number of impressions and click through rate for the campaign to date, and where ads were served, among other key indicators as agreed upon, such as attribution.

Company will provide reporting information on a dynamic dashboard for Customer.

## **EXHIBIT B**

### **Support Terms**

Company will provide product assistance and technical support (e.g. explanation of data and visualization, corrections) to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 6:00 pm Mountain Time, with the exclusion of Federal and State (Utah) Holidays ("**Support Hours**"). Customer may contact the Company for product assistance or support by dialing 801-823-0083 or by emailing support@seesource.com.

Whereas Customer has requested product customization, support will also include up to two rounds of revisions of the format and structure of the customized analysis and report. Additional modifications and customization requests will be billed separately at an hourly rate.