

## Online Advertising Agreement

This online advertising agreement (this "Agreement") is hereby entered into on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Japan Business Society of Detroit, with its offices located at 42400 Grand River Ave. Suite 202, Novi, MI 48375 (the "JBSD"), and "you" meaning the applicant, with your offices located at \_\_\_\_\_ (the "Customer"), on the following terms and conditions:

1. General Undertaking/Services. JBSD operates an Internet website generally located at: <http://jbsd.org/> and pages occurring on the website (collectively the "Site") which provides information and resources to the public regarding the JBSD and its members. Customer wishes to purchase advertising space (each, an "Ad" or "Advertisement") on the Site. Customer hereby engages the services of JBSD to run Ad(s) on the Site pursuant to the terms and conditions set forth herein.

2. Submission of Advertisement(s). The Customer will submit Ad(s) to JBSD according to JBSD's advertising submission specifications provided to Customer in writing or in accordance with JBSD's instruction. JBSD may at any time reject any Ad which is not in the proper format, and/or reject any link to another site, or content which is not materially functional and/or which JBSD considers unsuitable for advertising on or linking to the Site. Any content rejections or rejections of links to sites that do not fit within JBSD's mission, will be in JBSD's sole discretion. If JBSD rejects an Advertisement and the Customer is unable or unwilling to comply with JBSD's submission guidelines, then placement and hosting of the applicable Ad shall be deemed cancelled and Section 9., below, shall apply with respect thereto.

3. Fees & Payment Terms. An advertising fee (the "Fee") will be paid by Customer to JBSD as compensation for setting up, placing, and operating a specific Advertisement on the Site pursuant to the terms hereof. The Fee is \$1,000 (plus applicable taxes) for the publication term starting from January 1, 2019 through December 31, 2019 (the "Ending Date"), and due upon execution thereof by the parties.

4. Operational Matters/Ad Positioning. JBSD reserves the right in its sole discretion to determine all matters concerning the configuration software compatibility, advertising categories, and other administrative or operational issues for the Site as it deems necessary or helpful in the normal course of business. JBSD is not providing a guaranteed position to Customer in connection with the Ad(s) placed hereunder, yet agrees to use reasonable efforts (subject to JBSD's standard business practices) to accommodate Customer's written requests in connection therewith.

5. Proprietary Rights. Each party (or identified third party) owns its respective websites and all material and content contained in it. Nothing herein grants the other party any right, title, or license in a party's intellectual property rights, except only that Customer grants to JBSD the limited, non-exclusive, non-transferable license to setup and display Advertisements (including any identifying marks contained therein) on the Site pursuant to the terms hereof.

6. Force Majeure. Each party is excused from any failure or delay in performance of responsibilities otherwise imposed by this Agreement for any cause beyond its reasonable control. Such causes include, without limitation, disruption of telecommunications, utilities or necessary supplies, computer viruses, and incompatible or defective equipment, software or services.

7. Legal Compliance with Advertising Laws, Rules, and Regulations. Customer acknowledges that it is JBSD's policy to conduct advertising campaigns in general in a manner so as not to: promulgate advertising that is, in any way, false or misleading; misuse or misappropriate another party's intellectual property and/or other third party rights of any kind; send obscene messages to any recipients; and/or use email or other forms of messaging to conduct illegal or immoral activities of any kind as per current, applicable law. Customer agrees not to take any actions or inactions inconsistent with this policy, and to make all of each of its employees and agents aware of such policy in order to ensure compliance herewith. Additionally, Customer acknowledges and agrees that it may not use or embed any and all tracking services (i.e., of online users' personal information and web searching history). A breach of this Section shall be considered a material breach of this Agreement, giving rise to immediate termination rights, without refund of the Fee.

8. Regulation of Certain Content. The JBSD may, in its sole discretion, refuse to assist in or delete the publication of any advertising provided by Customer to JBSD hereunder if: (i) it does not comply with JBSD's specific formatting, editorial, and/or publishing guidelines as well as the JBSD's specifications and

instruction under Section 2; (ii) it believes that the Advertised Site, and/or the publication of an Advertisement, violates any applicable law, rule, or regulation (including, without limitation, any federal advertising regulations such as the Truth in Advertising regulations, Children's Online Privacy Protection Act, and/or the CAN-SPAM Act); and/or (iii) it believes that such Ad copy does not comply with reasonable moral standards promulgated by JBSD and/or society in general.

9. Cancellations/Default. If Customer does not provide JBSD with the requisite advertising material on or before the day directed by JBSD and pursuant to JBSD's reasonable specifications/instruction in connection therewith, the space purchased shall be deemed forfeited. In such event, JBSD shall be entitled to the full charge for such space (i.e., as if the Ad ran).

10. Representations & Warranties. Customer represents and warrants to JBSD that it is duly organized, validly existing and in good standing in its State of incorporation, and has full power and authority to enter into this Agreement and fulfill its obligations hereunder. Customer further represents and warrants to JBSD that the contents of all final information and materials provided by Customer to JBSD hereunder: (i) are true and accurate in every respect; (ii) do not violate any applicable law, rule or regulation (including any and all applicable advertising regulations) and/or the terms hereof; and (iii) do not violate the third party rights of any person or entity (including, without limitation, intellectual property, privacy, or publicity rights).

11. Indemnity. Customer shall indemnify, defend, and hold JBSD harmless from and against any and all costs, damages, loss, or expenses, including, without limitation, outside attorney's fees and related costs, to the extent arising out of a breach by Customer hereunder (including, without limitation, its representations and warranties), and/or the negligence or willful misconduct of Customer, as well as any third party claim based upon or relating in any way to the advertisement (including without limitation the content thereof).

12. Limitation of Liability. The parties hereto acknowledge and agree that the following provisions are material conditions of this Agreement:

(a) JBSD MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION TO CUSTOMER

THAT OPERATION OF THE SITE WILL BE UNINTERRUPTED, HAVE FULL FUNCTIONALITY AT ALL TIMES, OR BE ERROR FREE. JBSD WILL NOT BE LIABLE FOR CONSEQUENCES RESULTING FROM ANY INTERRUPTION OF SERVICE, MALFUNCTION, OR ERROR.

(b) EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, JBSD MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, INTEGRATION, AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SITE.

(c) JBSD WILL NOT BE LIABLE FOR, AND CUSTOMER WILL INDEMNIFY JBSD AGAINST ANY CLAIM OF LOSS, COST OR DAMAGE INCURRED IN CONNECTION WITH THE CONTENT, OR POSTING OR NOT POSTING OF ADVERTISEMENT.

### 13. Term & Termination.

(a) Term. The term (the "Term") of this Agreement shall commence as of the date hereof and continue through the Ending Date (subject to termination as set forth below).

(b) Termination. This Agreement may be immediately terminated by either party without further liability or obligation to the other party if: (i) the other party violates any applicable U.S. state or local laws, rules, regulations, or ordinances (including, without limitation, any applicable advertising regulations); (ii) the other party otherwise materially breaches any provision, warranty, or representation of this Agreement and, if such breach or violation is curable, it remains un-remedied for a period of seven (7) days following receipt of written notice thereof detailing such breach or violation; or (iii) the other party becomes insolvent, makes a general assignment for the benefit of its creditors, suffers or permits the appointment of a receiver for its business, or becomes subject to any proceeding under bankruptcy laws or any other statute or laws relating to the insolvency or protection of the rights of creditors. Termination shall have no effect on the parties' rights and obligations hereunder with respect to those provisions which, by their very nature, are intended to survive any termination or expiration hereof, including, without limitation, representations & warranties, indemnifications, accrued payment

obligations, limitations on liability, export regulations, and confidentiality.

(c) Following Termination. Regardless of any termination hereunder, Customer shall pay JBSD the Fee and JBSD has the right to retain the Fee.

14. Choice of Law & Jurisdiction. This agreement and all matters arising out of or relating to this agreement shall be governed by and construed in accordance with the substantive laws of the United States and the state of Michigan without regard to such state's conflict of laws principles. Any action or proceeding arising out of or relating to this Agreement shall be initiated and maintained exclusively in the federal courts of the eastern district of Michigan and the courts of the state of Michigan located in Oakland County Michigan.

15. Independent Contractors. The parties hereto are independent contractors with respect to each other and with respect to all matters arising under this Agreement. Nothing herein establishes a partnership, joint venture, association, or employment relationship between the parties and/or any exclusive course of dealing. Without limitation on the foregoing, neither party shall have the right to bind the other party to any agreement, covenant, or obligation of any kind without the prior written consent of such other party in each instance.

16. Assignment. Neither party shall assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the other party in each instance such consent not to be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either party may be free to assign this Agreement to any (a) affiliate of such party; or (b) successor entity of such party that assumes all, or a majority of, such party's assets in writing.

17. Miscellaneous. This document and any attachments incorporated herein by reference constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Headings are for reference purposes only and have no substantive effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date hereof. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same original.

**[CUSTOMER'S FULL LEGAL NAME]**

By: \_\_\_\_\_

Its: [\_\_\_\_\_]

Print Name: [\_\_\_\_\_]

**JAPAN BUSINESS SOCIETY OF DETROIT**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_