

Terms of Service (Pay Per Click)

These Terms of Services apply to the Insertion Order (for Pay Per Click services) and comprise part of the Agreement (“Agreement”) between Invigorate Solutions LLC, d/b/a LocalManagement.us (“Local Management”), and Customer. “Services” refers to the Insertion Order for Pay Per Click services submitted by the Customer. Placement of information on Local Management’ servers is an acknowledgment that Customer has read and agrees to be bound by Terms of Service.

The Terms of Service are updated from time to time and the most current version applies to the Agreement and/or Insertion Order between Local Management and the Customer to this Agreement. The updated Terms of Service are deemed to be in effect and binding on the date of amendment/posting to the internet. Customer acknowledges the same and agrees to check Local Management’s site routinely, www.Localmanagement.us/ppc/terms.pdf. Continued use of the Services by the Customer after any updates to the Terms of Service means that the Customer consents to the updated changes to the Terms of Service.

1. **Back Up Copy.** Customer agrees to maintain a current up to the minute copy of all of its content hosted by Local Management.
2. **No Re-Sale/Transfer of Services.** Reselling the Services, in whole or in part, is strictly prohibited without written approval from Local Management.
3. **Taxes.** Customer agrees to pay Local Management all sales, VAT or similar tax imposed on the provision of the Services (but not in the nature of an income tax on Local Management), regardless of whether Local Management fails to collect the tax at the time the Services are provided.
4. **Applicable Law/Conduct Of User.** Customer is solely responsible and liable for Services content. Customer agrees to use the Services in compliance with all applicable laws, these Terms of Service, the Agreement, and Insertion Order. This includes, without limitation, abiding by all copyright, trademarks, tort, obscenity, defamatory, spam, content and/or anti-terrorist laws or regulations.
5. **Intellectual Property Use and Ownership.** Neither party shall: (i) use the other party’s name, trademarks, trade names or logos in either its own legal name or in any fictitious or assumed name without the other party’s consent; (ii) knowingly remove or alter any logo, trademark, trade name, copyright, or other proprietary notice, legend, or symbol from any of the other party’s products or documentation; or (iii) take any action, or intentionally omit to take any action that would jeopardize, limit, or interfere in any manner with the ownership of the other party’s products, websites, documentation, or intellectual property. Title to and ownership of all copies of any products, Services, software, documentation developed by or for Local Management, whether in machine-readable or printed form, and including without limitation any derivative works, compilations, or

Terms of Service (Pay Per Click)

collective works thereof, and all related technical know-how, and all rights therein (including without limitation rights in patents, copyrights and trade secrets applicable thereto), are and shall remain Local Management' exclusive property and that of Local Management' suppliers/affiliates. Customer shall not take any action to jeopardize, limit, or interfere in any manner with the ownership and rights therein.

6. Confidential Information, Notice. Customer shall inform Local Management in writing if any material or information, or portion thereof, provided by the Customer to Local Management or if the project/site, or any portion thereof, is confidential.
7. Confidential Information. Each party agrees not to disclose or use, and to assure that their employees and agents do not disclose or use any confidential information ("Confidential Information") of the other party. Local Management' Confidential Information is Local Management' unpublished prices for the Services, audit and security reports, server configuration design/developments, software interfaces and other proprietary technology. Customer's Confidential Information is content transmitted to or from, or stored by Customer on servers provided as part of the Services and not placed by Customer in a publicly accessible area. Confidential Information is also information of a party that is conspicuously marked as "confidential" or if disclosed in non-tangible form, is verbally designed/developed as "confidential" at the time of disclosure and is confirmed as confidential in a written notice given within (1) one day of disclosure.
8. Notices. Notices to Local Management shall be given by means of electronic mail to mail@Localmanagement.us. Notices to Customer shall be given via electronic mail to the individual designated as the Customer contact on the Proposal or Order Form. Notices are deemed received on the day transmitted, or if that day is not a business day (Monday – Friday), on the first business day following the day transmitted.
9. Customer's Information. Customer represents and warrants to Local Management that: (i) all information provided for purposes of establishing and maintaining the Services is accurate and (ii) if Customer is an individual, Customer is at least eighteen (18) years of age. Customer agrees that Local Management may, without notice and without liability to Customer report to the appropriate governmental authorities any conduct by Customer that Local Management reasonably believes violates applicable law, and provide any information that Local Management has about Customer in response to a formal or informal request from a law enforcement or government agency or in response to a formal request in a civil action.
10. Indemnification. Customer agrees to indemnify, defend, and hold Local Management harmless, as well as Local Management' affiliates, and each of the respective officers, directors, agents, partners, shareholders and employees (past and present) of Local Management ("Local Management et al") from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, punitive damages, amounts in interest, expenses and disbursements ("Claims") of any kind and nature whatsoever

{WP766422;1}

Terms of Service (Pay Per Click)

(including attorneys' fees and costs) brought by a third party under any theory of legal liability arising out of or related to the Services, including without limitation Claims arising from or related to Services/Site content, Agreement, Proposal, Order Form or the Terms of Service, including but not limited to any violation of copyright, trademark, service mark or content rights; any proprietary right of any person or entity; and any state, federal and/or international laws or regulations including, but not limited U.S. Export Regulations. Customer specifically agrees to pay for Local Management et al's legal fees and costs for defense of claims. Local Management et al has the right to select counsel and control litigation.

11. Disclaimer of Warranties. OTHER THAN WHAT IS SPECIFICALLY STATED IN THE AGREEMENT, INSERTION ORDER AND/OR HEREIN, LOCAL MANAGEMENT MAKES ABSOLUTELY NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES. WE SPECIFICALLY DO NO WARRANT OR REPRESENT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ANY AND ALL WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS.
12. Limitation of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE INSERTION ORDER, AGREEMENT OR THE TERMS OF SERVICE, THE MAXIMUM AGGREGATE LIABILITY OF LOCAL MANAGEMENT ET AL, UNDER ANY THEORY OF LIABILITY (INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND INFRINGEMENT) SHALL BE A PAYMENT OF MONEY NOT TO EXCEED THE AMOUNT OF ALL FEES PAID ACTUALLY BY CUSTOMER UNDER EITHER THE ORDER FORM OR AGREEMENT (WHICHEVER IS GREATER) FOR THE THREE (3) MONTHS PRIOR TO THE OCCURRENCE GIVING RISE TO THE CLAIM.
13. Force Majeure. In the event there is a failure to perform on the part of Local Management, Local Management shall not be in default under the Insertion Order or the Terms of Service if the failure to perform is due to any event beyond Local Management' control, including, without limitation, failure of power, failure of the Internet, failure of network, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorist activity, or other events of a magnitude or type for which precautions are not generally taken in the industry.
14. Governing Law. The Terms of Service, Agreement, Proposal, and/or Order Form shall only be governed by the law of the State of Florida, exclusively, and no other laws. The United Nations Convention on the International Sale of Goods shall have no application to the Terms of Service or any agreement between Customer and Local Management.

{WP766422;1}

Terms of Service (Pay Per Click)

- a) Customer and Local Management intend for their relationship to be that of independent contractors and not a partnership, joint venture or employer/employee relationship. Neither party will represent itself to be an agent of the other. Neither party has the power or authority to bind the other in any agreement and will not represent to any person that it has such power or authority.
 - b) A party's failure or delay in enforcing any provision of the Terms of Service, Agreement, or Insertion Order will not be deemed a waiver of that party's rights with respect to that provision or any other provision. A party's waiver of any of its rights under the Terms of Service is not a waiver of any of its other rights with respect to a prior, contemporaneous or future occurrence, whether or not similar in nature.
 - c) Captions in the Agreement or the Terms of Services are for the convenience of the parties and are not intended for interpretation.
 - d) These Terms of Service survive the expiration or termination of the Agreement.
 - e) There are no third party beneficiaries to the Agreement, Insertion Order or Terms of Service.
15. Prior Agreements/Complete Agreement. The Terms of Service together with any Agreement: (i) constitute a legal and binding agreement between Customer and Local Management; (ii) are the complete and exclusive agreement between the parties regarding the subject matter; (iii) supersede and replace any written, electronic, or oral communication Customer may have had with Local Management or nay agent or representative thereof.; and (iv) do not benefit any other person or entity.
16. Severability. If any provision of the Terms of Service is determined to be invalid or unenforceable, all other provisions shall remain in effect and said provision shall be reformed only to the extent necessary to make it enforceable.
17. Disclaimer. Local Management is under no duty and does not by the Agreement or Terms of Service undertake a duty to monitor, supervise, or "police" Customer's activities and disclaims any responsibility for any misuse of the Services. Local Management has no obligation to any person who has not entered into an agreement for any Services.
18. Dispute Resolution. Any dispute between parties to this Agreement shall be brought in the 15th Judicial Circuit in and for Palm Beach County (Palm Beach Court) only, and nowhere else, and Palm Beach Court is the sole and exclusive venue and jurisdiction for disputes between us.
19. Parties to this Agreement agree to waive their respective rights to a jury trial and that any suit between us shall be a non-jury trial.
20. Attorney Fees and Costs. In the event there is a dispute of any kind between Local Management et al and the Customer resulting in litigation, the prevailing party is entitled

Terms of Service (Pay Per Click)

to have its attorney's fees and costs expended in such litigation paid by the non-prevailing party.

The Terms of Service are updated from time to time and the most current version applies to the Agreement and/or Order form between Local Management and the Customer to this Agreement. The updated Terms of Service are deemed to be in effect and binding on the date of amendment/posting to the internet. Customer acknowledges the same and agrees to check Local Management's site routinely, www.LocalManagement.us/ppcterms.pdf. Continued use of the Services by the Customer after any updates to the Terms of Service means that the Customer consents to the updated changes to the Terms of Service.