

SIGHTLINE

MARKETING AND ADVERTISING AGREEMENT

This Marketing and Advertising Agreement (the “Agreement”) is made and entered into among Sightline Media Group, LLC (“Sightline”) and **FULL NAME OF CLIENT** (“Advertiser”), effective as of **MONTH DAY YEAR** (the “Effective Date”). The Agreement governs the parties’ activities (hereinafter, the “Program”) described in EXHIBIT A, and EXHIBIT B, which is hereby incorporated and made a part hereof by this reference.

1. Definitions. The following capitalized words and phrases not otherwise defined in the Agreement have the following meanings:

- (a) “Intellectual Property” means any patent, copyright, Trademark, confidential information, or trade secret right and any other intellectual property or proprietary right in any jurisdiction.
- (b) “Law” means any law, ordinance, rule, regulation, order, license, permit and other requirement, now or hereafter in effect, of any governmental authority of competent jurisdiction.
- (c) “Confidential Information” means any and all non-public, confidential and/or proprietary information, Customer Information (as defined below), all analyses, compilations, data, studies, technical information, know-how, processes, designs, sketches, photographs, specifications, samples, reports, inventions or ideas, or other documents or writings, furnished directly or indirectly, in any manner, including oral, written, or electronic, by either party to the other in connection with the Program, including, without limitation, to any and all Representatives of either party. The disclosing party shall designate or mark the proprietary nature of its Confidential Information so that “Recipient” is aware that its receipt is governed by the terms of this Agreement.
- (d) “Customer Information” means personally identifiable customer information, including but not limited to customer names, emails, IP address and mailing addresses, and the fact that an individual is an Advertiser or Sightline customer. For avoidance of doubt the parties agree that Advertiser’s Customer Information includes, but is not limited to, all information resulting from any leads and/or other inquiries generate as a result of the Program.
- (e) “Representatives” means directors, officers, employees, engineers, contractors, subcontractors, agents, and representatives.
- (f) “Site” or “Website” shall mean a website operated by either party, including the primary websites defined herein.
- (g) “Trademark” means any trademark, service mark, trade dress (including any proprietary “look and feel”), URL, domain name, trade name, other proprietary logo or insignia, or other source or business identifier, protected or protectable under any Law.

2. Marketing Activities. Subject to the terms and conditions of the Agreement, the

SIGHTLINE

parties will engage in the marketing activities described in EXHIBITS A and B.

3. Taxes; Expenses. Each of Advertiser and Sightline will be responsible for any taxes incurred in connection with the transactions contemplated under the Agreement, and any taxes will be the fiscal responsibility of the party obligated to pay such taxes as determined by applicable Law. Except as expressly provided for in the Agreement, each party is responsible for all costs and expenses incurred by it in performing its obligations under the Agreement.

4. Grant of License; Intellectual Property Ownership; Exclusive Use.

(a) Grant of License. During the Term (as defined in Section 7(a) below), Advertiser shall provide to Sightline in a timely fashion up-to-date and accurate images, graphics, content, information, data, and other materials as reasonably requested and as necessary for the requesting party to fulfill its obligations under this Agreement (“Materials”). Advertiser reserves the right to modify the materials from time to time. Advertiser hereby grants to Sightline a revocable, non-exclusive, royalty-free, worldwide, license, to use, reproduce, transmit, display, perform, and distribute Advertiser’s Trademarks and Materials on Sightline’s website or other service, feature, or online point of presence, in the fulfillment of its obligations hereunder. For the avoidance of doubt, this Agreement does not grant Advertiser any licenses to materials or any content of Sightline. The license granted by this section 4 is automatically revoked upon the termination of this Agreement. Upon the revocation of the license, Sightline shall immediately cease using the Materials for any purpose and shall promptly return or destroy all Materials to Advertiser whether such information is in written form, reducible to written form, electronically stored, or in other form. The license shall not be assignable or transferrable without the prior written consent of Advertiser. Advertiser shall have the right to reasonably control the nature, quality and content of materials produced, and shall, together with Sightline, establish reasonable quality standards and guidelines for the use of the Materials pursuant to the license. Advertiser specifically reserves the right to review and approve all uses of the Material in any media. The parties agree to comply with such standards at all times.

(b) Intellectual Property Ownership.

As between the parties, Advertiser reserves all right, title, and interest in and to its Intellectual Property.

(c) Exclusive Use. Each party agree that it shall use the Materials and Confidential Information of the other party exclusively for the Program. The parties and/or their Representatives specifically agree that they shall not use the other party’s Confidential Information and Customer Information, or any knowledge acquired therefrom to create, enhance, improve, modify or upgrade any product.

5. Representations and Warranties.

(a) Each party represents and warrants to the other party that:

- (i)** it has all right, power, and authority necessary to enter into and perform its obligations under the Agreement;
- (ii)** when executed and delivered, the Agreement will constitute its legal, valid, and

SIGHTLINE

- binding obligation enforceable against it in accordance with the Agreement's terms and conditions;
- (iii) its performance hereunder will comply with all applicable Laws, including but not limited to, any applicable licensing requirements;
 - (iv) the use of each Advertiser's Trademarks and Materials in accordance herewith by Sightline will not violate, infringe, or misappropriate the Intellectual Property rights of any third party;
 - (v) it will use the other party's Customer Information that it obtains in the course of the Program solely for the purpose of fulfilling its obligations in EXHIBIT A and B, and for no other purpose(s) (including without limitation solicitation of new business);
 - (vi) it will not disclose Customer Information to third parties; and
 - (vii) it will disseminate, maintain and comply with a privacy policy that communicates to end users with reasonable clarity and detail its processes for the collection, use and dissemination of personally identifiable information that is consistent with all applicable Laws and industry standards.

6. Indemnification.

- (a) Each party (an "Indemnifying Party") will defend the other party, its Affiliates, and their respective officers, directors, employees, and agents (collectively, the "Indemnified Parties") against any claim or allegation that arises, directly or indirectly, from (a) any breach or alleged breach of the Agreement by the Indemnifying Party or (b) the operation of its business or website (each individually, a "Claim," and collectively, the "Claims"). The Indemnifying Party will indemnify each Indemnified Party against any loss, damage, settlement, cost, expense, and any other liability (including reasonable attorneys' fees) incurred by that Indemnified Party relating to any Claim against the Indemnified Party, except to the proportional extent the liability is caused by the negligence or intentional misconduct of that Indemnified Party as determined by a final, non-appealable order of a court having jurisdiction. The Indemnifying Party will not consent to the entry of a judgment or settle without the Indemnified Parties' prior written consent, which may not be unreasonably withheld. The Indemnifying Party will use counsel reasonably satisfactory to the Indemnified Parties, and the Indemnified Parties will cooperate in the defense. The Indemnified Party's obligations under this Section 6 are independent of its other obligations under the Agreement.

7. Term; Termination; Survival.

- (a) **Term.** The term of the Agreement is defined in EXHIBIT A. The Initial Term plus any renewal periods are together referred to as the "Term." All terms and conditions in the Agreement will remain in effect during any renewal period, except as the parties otherwise expressly agree to in writing.
- (b) **Termination for Breach.** Upon material breach or default under the Agreement by a party (the "breaching party"), if the other party (the "non-breaching party") gives written notice of such breach or default to the breaching party and the same is not cured within thirty (30) days after delivery of such notice, then, without limitation of any other remedy available hereunder, the non-breaching party may terminate the Agreement by delivery of a written notice of termination at any time thereafter (as long as such breach has not been cured prior to delivery of written notice of termination), and such termination will

SIGHTLINE

be effective as of the date of such subsequent notice.

- (c) **Termination for Certain Conditions.** Either party shall have the right to terminate this Agreement immediately, and the Term shall end, upon written notice in the unlikely event that the other party becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or has a receiver appointed for it.
- (d) **Suspension of Performance.** Either party may suspend its performance if the other party fails to fulfill any of its material obligations hereunder.
- (e) **Survival of Terms.** Upon any termination or expiration of the Term, all rights and obligations of the parties under the Agreement will be extinguished, except that the rights and obligations of the parties under Sections 1, 3, 5, 6, 7, 8, 9, 10, and 11 will survive the termination or expiration of the Term.

8. Confidentiality; Excluded Information; Nondisclosure

- (a) **Treatment of Confidential Information.** This section 8(a) applies to all confidential information regardless of when it is received by either party. Each party shall
 - (i) protect the other party's Confidential Information;
 - (ii) use the other party's Confidential Information only to fulfill its obligations under the Agreement; and
 - (iii) either destroy or return the other party's Confidential Information promptly when the Agreement terminates.
- (b) **Excluded Information.** The parties' obligation of nondisclosure and non-use shall not apply to Confidential Information which
 - (i) is or becomes publicly known through no fault of its own,
 - (ii) was in its possession on a non-confidential basis prior to obtaining access hereunder,
 - (iii) is received from a third party as a matter of right and without restrictions on disclosure or use or
 - (iv) is independently developed by the receiving party provided the receiving party can show it was developed in its activities unrelated to this Agreement and without the benefit of Confidential Information received under this Agreement.
- (c) **Nondisclosure.** The parties agree on behalf of themselves and their employees that the Confidential Information and Customer Information will be kept confidential and will not be disclosed to any third party in any manner whatsoever except the Representatives, for any purpose, in whole or in part, and will not be used directly or indirectly for any purpose other than the Program. With respect to any Confidential Information which is disclosed to a person not a party to this Agreement, the disclosing party shall utilize its best efforts to prevent said third party from disclosing the Information.

9. Disclaimers, Limitations, and Reservations. EXCEPT AS EXPRESSLY PROVIDED FOR IN THE AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES IN RELATION TO THE AGREEMENT, ANY WEBSITES OWNED OR OPERATED BY IT OR ITS PERFORMANCE HEREUNDER, INCLUDING ANY IMPLIED

SIGHTLINE

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. EXCEPT FOR AMOUNTS ARISING OUT OF (1) A PARTY'S DEFENSE AND INDEMNITY OBLIGATIONS UNDER SECTION 6 AND/OR (2) A PARTY'S BREACH OF ITS CONFIDENTIALITY OR PRIVACY OBLIGATIONS, (A) NEITHER PARTY IS LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) TO THE OTHER FOR LOSS OF PROFIT, REVENUE, BUSINESS, FUTURE OPPORTUNITIES, OR FOR ANY INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY AND (B) TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL LIABILITY UNDER THE AGREEMENT, FOR WHATEVER CAUSE, WHETHER IN AN ACTION IN CONTRACT OR IN TORT OR OTHERWISE, WILL BE LIMITED TO GENERAL MONEY DAMAGES AND WILL IN NO EVENT EXCEED AN AMOUNT EQUAL TO FIFTY THOUSAND DOLLARS (\$50,000).

10. Miscellaneous.

- (a) **Entire Agreement.** The Agreement, including any attachments hereto, represents the entire agreement between the parties with respect to the subject matter hereof and supersedes any proposals, representations, previous or contemporaneous oral or written agreements, and any other communications between the parties regarding such subject matter. The Agreement may be amended or modified only by a written instrument signed by a duly authorized representative of each party.
- (b) **Choice of Law; Jurisdiction and Jury Waiver.** The Agreement will be construed and enforced in accordance with the Laws of the State of Delaware, without reference to its choice of law rules. The exclusive jurisdiction over and venue of any claim, action or proceeding arising out of or relating to the Agreement will be in the state and federal courts of Delaware. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- (c) **Force Majeure.** Neither party will be liable for any failure to perform any of its obligations hereunder by reason of fire, explosions, earthquakes, storms, flood, wind, drought or other acts of God or the elements; court orders; acts, delays or failures to act by civil, military or other governmental authority; failures of suppliers, service providers or other third parties; strikes, lockouts, labor disputes, riots, insurrections, terrorism, sabotage or war; breakdown or destruction of, or damage or casualty to, any equipment, facilities or other property; unavailability of materials, supplies, parts, equipment, personnel or other necessary items; interruption, suspension, curtailment or

SIGHTLINE

other disruption of utilities; or other matters beyond such party's reasonable control.

- (d) **Remedies.** Except as otherwise provided for in the Agreement, each remedy specified in the Agreement is cumulative and in addition to every other remedy available under the Agreement. The election of any one or more remedies by either party will not constitute a waiver of the right to pursue other available remedies.
- (e) **Waiver.** The failure of either party to enforce any provision of the Agreement will not constitute a waiver of the party's rights to subsequently enforce such provision. To be effective, any waiver by a party of any of its rights or the other party's obligations under the Agreement must be made in a writing signed by the party to be charged with the waiver.
- (f) **Severability.** If any provision of the Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein will remain in full force and effect and will be construed to effectuate the purpose or intent of the Agreement.
- (g) **Notices.** Except for notices for which an alternative procedure is identified in the Agreement, to be effective, notices or other communications under the Agreement given by a party to the other party will be in writing and will be delivered by prepaid registered mail, receipted commercial courier, or electronically receipted facsimile transmission, to the intended party at its address and/or facsimile number(s) (as applicable) specified below. Receipt of notice will be deemed to occur (a) in case of delivery by registered mail or receipted courier, upon the acknowledgement by the receiving party of such receipt; and (b) in the case of electronically receipted facsimile transmission, upon the sending party's receipt of electronic confirmation that the facsimile transmission was received. Either party may from time to time change its address by giving the other party notice of the change in accordance with this Section 10(g).

<p>If to Sightline:</p> <p>Sightline Media Group, LLC Attn: Christine Aquino 1919 Gallows Road, Suite 400 Vienna, Virginia 22182</p>	<p>If to Advertiser:</p> <p>Advertiser Attn: Name Address City, State & Zip</p>
<p>With a copy to:</p> <p>Legal Department Sightline Media Group, LLC 1919 Gallows Road, Suite 400 Vienna, Virginia 22182</p>	<p>With a copy to:</p> <p>General Counsel Advertiser Address City State & Zip</p>

- (h) **Assignment.** Neither party will assign the Agreement or any of its rights hereunder, or delegate any of its obligations hereunder, without the other party's prior written approval; provided, however, that each party is entitled to assign the Agreement, in

SIGHTLINE

whole or in part, to an Affiliate, or in connection with any merger, consolidation, reorganization, sale, or similar transaction involving all or substantially all of its assets relating to the Agreement, without having to obtain the approval or consent of the other party. Subject to the foregoing in this paragraph, the Agreement will be binding upon, be enforceable by, and inure to the benefit of the parties and their respective successors and assigns.

- (i) **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. Sightline 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.
- (j) **Headings; Construction.** The headings of Sections of the Agreement are for convenience of reference only and are not intended to affect the interpretation or construction of any provision of the Agreement. Whenever used in the Agreement, unless otherwise specified, the terms: "includes," "including," "e.g.," "for example" and other similar terms are deemed to include the term "without limitation" immediately thereafter.
- (k) **Arm's Length Negotiations.** Each party herein expressly represents and warrants to all other parties hereto that (a) before executing this Agreement, said party has fully informed itself of the terms, contents, conditions, and effects of this Agreement; (b) said party has relied solely and completely upon its own judgment in executing this Agreement; (c) said party has had the opportunity to seek and has obtained the advice of counsel before executing this Agreement; (d) said party has acted voluntarily and of its own free will in executing this Agreement; (e) said party is not acting under duress, whether economic or physical, in executing this Agreement; and (f) this Agreement is the result of arm's length negotiations conducted by and among the parties and their respective counsel.

In consideration of the mutual promises contained herein, Advertiser and Sightline hereby agree to the terms of the Agreement.

Sightline Media Group, LLC	FULL NAME OF COMPANY
By:	By:
Name: Mort Greenberg	Name: _____
Title: Senior Vice President, Sales	Title: _____

SIGHTLINE

Date Signed: <input type="text"/>	Date Signed: <input type="text"/>
-----------------------------------	-----------------------------------