

## TERMS AND CONDITIONS OF AD GRANT SERVICES FOR NONPROFITS

These are the Terms and Conditions under which BASHPOLE SOFTWARE, INC., an Indiana corporation with an office at 8791 E. Wesley LN, North Webster, IN 46555 (herein sometimes called “Company”, “Bashpole”, “idSponsorshipMarketing”, “PromoterMotor”, or a “Party”) will provide the Ad Grant Services for Nonprofits Program purchased by Customer by its submission of the within and foregoing purchase order (herein called the “PromoterMotor.com Purchase Form”).

### 1. **Included Services.**

- a. **Google Ad Grant Assistance.** Company will assist Customer to obtain or reinstate a Google Ad Grant and to actively manage its Google Ad Grant account to the extent required by Google to maintain Customer’s Google Ad Grant. Specific deliverables are:
  - i. As needed: prepare and submit on behalf of Customer an application, reactivation, or access request to Google for a Google Ad Grant.
  - ii. Manage Customer’s said application through receipt of approval or denial of the requested Google Ad Grant.
  - iii. Upon approval of Customer’s Google Ad Grant, the Company will actively manage Customer’s Google Ad Grant account to the extent required by Google to avoid cancellation of Customer’s Google Ad Grant, as follows:
    1. serve as Customer’s named contact person on Customer’s Google Ad Grant account;
    2. login to Customer’s Google Ad Grant Ads account once a month and make any changes required by Google;
    3. reply to requests to Customer from the Google Ad Grants team (for data, surveys, etc.);
    4. keep the Google Ad Grants team updated to the extent required by Google; and
    5. perform the services purchased by Customer as specified in the PromoterMotor.com Purchase Form.
  - iv. Develop, conduct, and manage one or more campaigns for Customer using Customer’s Google Ads Account.

### 2. **Fees.**

- a. In exchange for the Company’s services as specified in this Agreement, the Customer agrees to pay Company the fee(s) specified in the PromoterMotor.com Purchase Form.
- b. Google does not normally charge fees for their Ad Grants for non-profits. However, should this change or there be an exception: any fees that Google may charge will be in addition to, and not included, in fees charged by the Company for its services and products.
- c. Money Back Guarantee: If Company is unable to secure the award or reactivation of a Google Ad Grant for Customer, then Company will make a full refund to Customer for fees and no further service will be provided by Company to Customer.
  - i. Company provides no guarantees about ad displays, views, clicks, conversions, Grant-spend, return on investment, account performance, or actions by third parties including but not limited to Google, Inc. and the general public.

3. **Payment.**

- a. The initial fee stated in the PromoterMotor.com Purchase Form is due and payable by Customer to Company in advance upon signing up for the Promoter Motor Ad Grants Program. Any periodic or renewal payments specified in the PromoterMotor.com Purchase Form are due and payable by Customer to Company in advance no later than the start of each period or the renewal date, as the case may be.
- b. The fees for any other services stated in the PromoterMotor.com Purchase Form are due and payable by Customer to Company in advance when billed by Company.

4. **Customer's Representations and Warranties.** Customer represents and warrants to Company that:

- a. it is a duly organized and validly existing non-profit organization in good standing in each jurisdiction in which it operates;
- b. it is a charitable organization within the meaning of Section 501(c)(3) of the Internal Revenue Code and has received IRS approval of said status (copy of IRS Determination Letter attached) and that said status is currently in effect and has not been revoked;
- c. it is not fiscally sponsored;
- d. it is not ineligible for Google Ad Grants, because it is not:
  - i. a governmental entity or organization;
  - ii. a hospital or medical group;
  - iii. an educational or academic institution (e.g., school, childcare center, university, etc.);
  - iv. a predominately religious or political organization;
  - v. focused primarily on lobbying for political or policy change; and
  - vi. a commercial non-profit.
- e. it will cooperate fully with the Company in providing all requested information needed to prepare and submit its Google Ad Grant application and to enable the Company to actively manage its Google Ad Grant account and related portions of its website; and
- f. as of the date of this Agreement, the information provided by Customer on the PromoterMotor.com Purchase Form and the Intake Form is accurate, complete, and not misleading.

5. **Term and Termination.**

- a. The Customer's billing period(s) (herein sometimes called the "Start Date") shall begin with soonest between the day that Google notifies Company of Ad Grant award, Ad Grant reactivation, or access to an existing Ad Grant based Google Ads account..
- b. Notwithstanding anything, this Agreement shall terminate: (A) automatically if Customer's application for the subject Google Ad Grant is denied, or upon discontinuance of Customer's Google Ad Grant, or (B) upon thirty (30) days advance written notice by Company to Customer or by Customer to Company. If this Agreement is terminated by notice pursuant to this paragraph 5, Company shall give Customer *no refund* after the billing period has begun.

6. **Confidential Information, Nondisclosure.** Customer and Company agree that in the course of performance under this Agreement a Party may disclose its "Confidential Information" to the other Party. Each Party (herein sometimes called the "Recipient") agrees that it will not disclose the other Party's (herein sometimes called the "Discloser") Confidential Information to

a third party unless and to the extent authorized in advance in writing by the Discloser. Notwithstanding anything to the contrary, a Recipient's duty hereunder of nondisclosure of the Discloser's Confidential Information shall not apply to any Confidential Information that:

- a. is now, or later becomes public through no fault of Recipient;
- b. was known to Recipient before this Agreement without disclosure restrictions;
- c. after the date of this Agreement is made known to Recipient by a third party that is not legally prevented from disclosing such information;
- d. Recipient is required to disclose pursuant to law, provided that Recipient makes reasonable efforts to give Discloser reasonable notice of such required disclosure; or
- e. is disclosed during the performance of this Agreement and such disclosure is necessary for proper performance of this Agreement.

Notwithstanding anything, Company is specifically authorized to disclose statistical or individually anonymous information derived from its Google Ad Grant Services to third parties.

7. **Injunction.** The Parties agree that the Confidential Information is owned solely by the Discloser and that the unauthorized disclosure, use of such Confidential Information, or other breach of this Agreement would cause irreparable harm and significant injury to the Discloser, the degree of which may be difficult to ascertain. Accordingly, the Recipient agrees that Discloser will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such actual or threatened breach. Recipient further agrees to be responsible for any costs and expenses (including costs and reasonable attorneys' fees) that the Discloser incurs in enforcing this Agreement.
8. **Complete Agreement.** This Agreement is the complete agreement of Company and Customer with respect to the subject matter of this Agreement. This Agreement supersedes any prior or contemporaneous written or oral agreements between the Parties with respect to the subject matter of this Agreement.
9. **Oral Modification Prohibited.** This Agreement may not be altered or modified except by a written document signed by duly authorized representatives of Company and Customer.
10. **Binding Agreement, Assignment.** This Agreement is binding on and shall inure to the benefit of Company and Customer and their respective successors and permitted assignees. This Agreement is assignable by the Company, but not by Customer.
11. **Illegal Provision(s).** If any provision(s) of this Agreement is(are) held to be illegal or unenforceable, this Agreement shall be construed and administered as if said provision(s) was(were) never part of this Agreement
12. **Choice of Law.** This Agreement is made and entered under the substantive laws of the State of Indiana, which substantive laws (without regard to the conflicts of law rules of said State) shall govern the administration and interpretation of this Agreement. Company and Customer agree to the sole and exclusive jurisdiction of the courts of the State of Indiana or Federal Courts within the State of Indiana or having jurisdiction over Federal Courts within the State of Indiana with respect to any disputes that may arise in connection with this Agreement.

*-End of Terms and Conditions-*