Digital Marketing Services Agreement

Oxford Pierpont, Incorporated
www.OxfordPierpont.com

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Quick Links
Portfolio.OxfordPierpont.com
Websites.OxfordPierpont.com
SEO.OxfordPierpont.com

About Us
Oxford Pierpont provides business development and digital marketing services to corporate clients locally and internationally. Learn more at Oxford Pierpont.com/about-us.

"Build a good name. Keep your name clean. Don't make compromises, don't worry about making a bunch of money or being successful — be concerned with doing good work and make the right choices and protect your work. And if you build a good name, eventually, that name will be its own currency."

– William S. Burroughs

This Digital Marketing Services Agreement is confidential, and nonnegotiable. The terms of this agreement apply only to the undersigned parties, and may not be shared with any other party without the written consent of Oxford Pierpont, Inc.

These Standard Terms and Conditions, together with the preceding quote (collectively, the "Agreement") govern the terms under which Oxford Pierpont, Incorporated may manage digital campaigns for the CLIENT. References to "CLIENT" in these Standard Terms and Conditions means the "CLIENT" as specified in the preceding quote.

Parties Named In This Agreement

SERVICE PROVIDER
Oxford Pierpont, Incorporated | 1-844-834-3458
400 West Peachtree Street NW, Suite #4-1125, Atlanta, GA 30308

CLIENT
Client Company:

_____

Client Company Representative:

_____

Client Address:

_____

Client Phone Number:

_____

Services Represented By This Agreement:

This Digital Marketing Services Agreement represents all services rendered by Oxford Pierpont Inc. during the agreed upon term, with the exception of Website Development Services. This includes but is not limited to Search Engine Optimization, Social Media Optimization, Advertising, Reputation Management, Direct Response Marketing and Email Marketing. For terms related to Website Development Services, please see our separate *Website Development Agreement*.

This Digital Marketing Services Agreement also does not represent one-time services and tasks such as graphic design projects and one off copywriting services.

Term Length & Termination:

This Agreement shall be effective as of the time frame Client signs up for Digital Marketing Services, and remain in effect for no less than 12 consecutive calendar months. This Agreement may otherwise be terminated by either party upon written notice to the other, if the other party breaches any material obligation provided hereunder and the

breaching party fails to cure such breach within thirty (30) days of receipt of the written notice. This Agreement may also be terminated by Oxford Pierpont, Inc. (i) immediately if Client fails to pay any fees hereunder; or (ii) if Client fails to cooperate with Oxford Pierpont, Inc. or hinders Oxford Pierpont, Inc.'s ability to perform the Digital Marketing Services hereunder. Upon termination of this Digital Marketing Services Agreement, the remaining unpaid contract balance shall become immediately due in full.

Digital Marketing Services:

Oxford Pierpont, Inc. agrees to provide Client with Digital Marketing Services as described in the Service Proposal accompanying this Agreement, or according to the Service Invoice accompanying this Agreement. Oxford Pierpont, Inc. is authorized to use the specific keywords and/or phases provided by Client for development, improving the ranking of, and/or positioning the contents of the Client's URL(s) in search engines and/or directories. Digital Marketing Services are intended to provide the Client with preferential positioning in selected search engines, advertising placements, and/or social media profiles, and report results on an ongoing and timely basis.

Fees; Limitations on Refunds and Cancellation Fees:

Oxford Pierpont, Inc. requires a thirty (30) day written cancellation notice prior to the anniversary billing date for discontinuance or downgrades of month to month services. Failure to supply the requisite thirty (30) days written notice of cancellation will result in a full billable monthly cycle prior to cancellation. Notice of written cancellation is required on company letterhead. Email will not be accepted as a means of cancelation. Notice of cancellation can be mailed to Oxford Pierpont, Inc. 400 West Peachtree Street NW, Suite #4-1125, Atlanta, GA 30308. All customer data remaining after the cancellation date will be destroyed for security and privacy reasons. Client agrees to pay Oxford Pierpont, Inc. any and all fee(s) as billed in accordance with this Agreement. The fee(s) must be received prior to the start of any SEO Services.

THE CLIENT FURTHER AGREES THAT, IN THE EVENT OF ANY TERMINATION OF THIS AGREEMENT BY CLIENT, NO REFUNDS SHALL BE GIVEN UNDER ANY CIRCUMSTANCES WHATSOEVER. THE CLIENT FURTHER AGREES TO PAY UPON CANCELLATION THE AMOUNT OF ANY CANCELLATION FEES OR OTHER AMOUNTS DUE TO OXFORD PIERPONT INCORPORATED AS PROVIDED IN THE AGREEMENT. OXFORD PIERPONT INCORPORATED IS HEREBY AUTHORIZED TO CHARGE CLIENT'S CREDIT CARD ACCOUNT OR OTHER PAYMENT MECHANISM FOR ANY AMOUNTS OWED FROM TIME TO TIME BY CLIENT TO OXFORD PIERPONT INCORPORATED.

Client Responsibilities:

For the purposes of providing these services, Client agrees:

1. To provide Oxford Pierpont, Inc. with FTP or WP-Admin access to its web sites for uploading new pages, and making changes for the purpose of rendering Digital Marketing Services, or approval to go through a third party.
2. To authorize Oxford Pierpont, Inc.'s use of all Client's logos, trademarks, Web site images, etc., for use in creating informational pages, posts, advertisements, and any other uses as deemed necessary by Oxford Pierpont, Inc. for delivery of all Digital Marketing services.
3. That if Client's web site(s) is light in textual content, Client will provide additional relevant text content in electronic format for the purpose of creating additional web pages. Client agrees to provide media and content, for example 200 to 500 word "articles" about each of their keyword phrases.

Client Acknowledgements:

Client understands, acknowledges and agrees that:

1. Oxford Pierpont, Inc. has no control over the policies of search engines, social media platforms, advertisers, or directories with respect to the type of sites and/or content that they accept now or in the future.
2. Client's web site(s) may be excluded from any search engine or directory at any time at the sole discretion of the search engine or directory entity. Oxford Pierpont, Inc. will resubmit those pages that have been dropped from the index.
3. Some search engines and directories may take as long as two (2) to four (4) months, and in some cases longer, after submission to list Client's web site(s). Client understands that:
    a. Occasionally, search engines and directories will stop accepting submissions for an indefinite period of time.
    b. Occasionally, search engines and directories will drop listings for no apparent or predictable reason.
    c. Often, listings will "reappear" without any additional submissions. Should the listing not reappear, Oxford Pierpont, Inc. will re-submit the web site(s) based on the current policies of the search engine or directory in question.
4. Some search engines and directories offer expedited listing services for a fee. Oxford Pierpont, Inc. encourages Client to take advantage of these expedited services. Client is responsible for all expedited service fees.

Web Site Changes:

Oxford Pierpont, Inc. is not responsible for changes made to Client's web site(s) by other parties that adversely affect the search engine or directory rankings of Client's web site(s).

Additional Services:

Additional services not listed herein will be provided for a fee of $125.00 per hour. Oxford Pierpont, Inc. is not responsible for developing new content or writing new copy for Client. Client will be charged an additional fee for writing content, based on the hourly rate of $125.00 per hour.

Indemnification:

Client shall indemnify and hold harmless Oxford Pierpont, Inc. (and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees) from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) incurred by Oxford Pierpont, Inc. as a result of any claim, judgment, or adjudication against Oxford Pierpont, Inc. related to or arising from (a) any photographs, illustrations, graphics, audio clips, video clips, text, data or any other information, content, display, or material (whether written, graphic, sound, or otherwise) provided by Client to Oxford Pierpont, Inc. (the "Client Content"), or (b) a claim that Oxford Pierpont, Inc.'s use of the Client Content infringes the intellectual property rights of a third party. To qualify for such defense and payment, Oxford Pierpont, Inc. must: (i) give Client prompt written notice of a claim; and (ii) allow Client to control, and fully cooperate with Client in, the defense and all related negotiations.

Disclaimer of All Other Warranties:

OXFORD PIERPONT, INC. DOES NOT WARRANT THAT THE SEO SERVICES WILL MEET THE CLIENT'S EXPECTATIONS OR REQUIREMENTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE IS WITH CLIENT. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, OXFORD PIERPONT INCORPORATED PROVIDES ITS SERVICES "AS IS" AND WITHOUT WARRANTY OF ANY KIND. THE PARTIES AGREE THAT (A) THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY EACH PARTY, AND (B) EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THIS AGREEMENT, PERFORMANCE OR INABILITY TO PERFORM UNDER THIS AGREEMENT, THE CONTENT, AND EACH PARTY'S COMPUTING AND DISTRIBUTION SYSTEM.

IF ANY PROVISION OF THIS AGREEMENT SHALL BE UNLAWFUL, VOID, OR FOR ANY REASON UNENFORCEABLE, THEN THAT PROVISION SHALL BE DEEMED SEVERABLE FROM THIS AGREEMENT AND SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF ANY REMAINING PROVISIONS.

Limited Liability

IN NO EVENT SHALL OXFORD PIERPONT, INC. BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, LOST PROFITS, WHETHER OR NOT FORESEEABLE OR ALLEGED TO BE BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE OR STRICT LIABILITY, ARISING UNDER THIS AGREEMENT, LOSS OF DATA, OR ANY PERFORMANCE UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. THERE SHALL BE NO REFUNDS. OXFORD PIERPONT, INC. MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY PRODUCTS, THIRD PARTY CONTENT OR ANY SOFTWARE, EQUIPMENT, OR HARDWARE OBTAINED FROM THIRD PARTIES.

Client Representations:

Client makes the following representations and warranties for the benefit of Oxford Pierpont, Inc.:

Client represents to Oxford Pierpont, Inc. and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Oxford Pierpont, Inc. are owned by Client, or that Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Oxford Pierpont, Inc. and its subcontractors from any claim or suit arising from the use of such elements furnished by Client.

Client guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to Oxford Pierpont, Inc. for inclusion on the website above are owned by Client, or that Client has received permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and defend Oxford Pierpont, Inc. and its subcontractors from any liability or suit arising from the use of such elements.

From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. Client agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend Oxford Pierpont, Inc. and its subcontractors from any claim, suit, penalty, tax, or tariff arising from Client's exercise of Internet electronic commerce.

Confidentiality:

The parties agree to hold each other's Proprietary or Confidential Information in strict confidence. "Proprietary or Confidential Information" shall include, but is not limited to, written or oral contracts, trade secrets, know-how, business methods, business policies, memoranda, reports, records, computer retained information, notes, or financial information. Proprietary or Confidential Information shall not include any information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party; (iii) is independently developed by the receiving party; or (iv) is subject to disclosure under court order or other lawful process. The parties agree not to make each other's Proprietary or Confidential Information available in any form to any third party or to use each other's Proprietary or Confidential Information for any purpose other than as specified in this Agreement. Each party's proprietary or confidential information shall remain the sole and exclusive property of that party. The parties agree that in the event of use or disclosure by the other party other than as specifically provided for in this Agreement, the non-disclosing party may be entitled to equitable relief. Notwithstanding termination or expiration of this Agreement, Oxford Pierpont, Inc. and Client acknowledge and agree that their obligations of confidentiality with respect to Proprietary or Confidential Information shall continue in effect for a total period of three (3) years from the effective date.

Force Majeure:

Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party will give prompt written notice to the other Party and will use commercially reasonable efforts to minimize the impact of the event.

Relationship of Parties:

Oxford Pierpont, Inc., in rendering performance under this Agreement, shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. Client does not undertake by this Agreement, or otherwise, to perform any obligation of Oxford Pierpont, Inc., whether by regulation or contract. In no way is Oxford Pierpont, Inc. to be construed as the agent or to be acting as the agent of Client in any respect, any other provisions of this Agreement notwithstanding.

Notice and Payment:

Any notice required to be given under this Agreement shall be in writing and delivered personally to the other designated party, mailed by certified, registered or Express mail, return receipt requested or by Federal Express. Either party may change its address to which notice or payment is to be sent by written notice to the other under any provision of this paragraph.

Jurisdiction/Disputes:

This Agreement shall be governed in accordance with the laws of the State of Georgia. All disputes under this Agreement shall be resolved by litigation in the courts of the State of Georgia including the federal courts therein and the Parties all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it.

Covenant Not To Sue:

Client shall not institute any action or suit at law or in equity against Oxford Pierpont, Inc., nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action arising out of the INFORMATION or any INTELLECTUAL PROPERTY thereof, including but not limited to, claim, demand, action, or cause of action for invalidating any INTELLECTUAL PROPERTY of Oxford Pierpont, Inc.

Agreement Binding on Successors:

The provisions of the Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their heirs, administrators, successors and assigns.

Assignability:

Client may not assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of Oxford Pierpont, Inc. Oxford Pierpont, Inc. reserves the right to assign subcontractors as needed to this project to ensure on-time completion.

Waiver:

No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement.

Severability:

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

No Inference Against Author:

No provision of this Agreement shall be interpreted against any Party because such Party or its legal representative drafted such provision.

Disputes:

Client and Oxford Pierpont, Inc. agree to make a good-faith effort to resolve any disagreement arising out of, or in connection with, this Agreement through negotiation. Should the parties fail to resolve any such disagreement within ten (10) days, any controversy or claim arising out of or relating to this Agreement, including, without limitation, the interpretation or breach thereof, shall be submitted by either party to arbitration in San Diego, California and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted by one arbitrator, who shall be (a) selected in the sole discretion of the American Arbitration Association administrator and (b) a licensed attorney with at least ten (10) years experience in the practice of law and at least five (5) years experience in the negotiation of technology contracts or litigation of technology disputes. The arbitrator shall have the power to enter any award that could be entered by a judge of the state courts of California sitting without a jury, and only such power, except that the arbitrator shall not have the power to award punitive damages, treble damages, or any other damages which are not compensatory, even if permitted under the laws of the State of California or any other applicable law. The arbitrator must issue his or her resolution of any dispute within thirty (30) days of the date the dispute is submitted for arbitration. The written decision of the arbitrator shall be final and binding and enforceable in any court having jurisdiction over the parties and the subject matter of the arbitration. Notwithstanding the foregoing, this Section shall not preclude either party from seeking temporary, provisional, or injunctive relief from any court.

E-SIGN Acknowledgement:

This E-sign Disclosure and Consent ("E-sign Consent") applies to all Records and Communications for services provided by Oxford Pierpont, Inc. "Records and Communications" means the services described in the Service Agreement as well as any modification or amendments hereto; any policies, notices or disclosures; and all other information that we may be required to provide to you in writing by law.

You hereby give your affirmative consent to receive electronic Records and Communications as described in this E-sign Consent. You further agree that your computer or other device satisfies the hardware and software requirements and that you have provided Oxford Pierpont, Inc. with a current email address at which we may send you electronic Records and Communications.

Read and Understood:

Each Party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms and conditions.

CLIENT COMPANY:

_____

CLIENT COMPANY REPRESENTATIVE NAME:

_____

CLIENT COMPANY REPRESENTATIVE SIGNATURE:

_____

DATE SIGNED & EFFECTIVE:

_____