

Attachment 2 : Fully Managed Advertising Add-On Service Level Agreement

This Addendum is made and entered into by and between MessagePoint Media and its AdTech Management Supplier, GALLI MEDIA, LLC (hereinafter referred to as "MPM") and the Agency ("Agency") in relation to the existing Master Service Agreement (MSA) and Service Level Agreement (SLA). This Addendum is intended to supplement and extend the terms of the existing agreements and shall be subject to all terms, conditions, and definitions set forth in the MSA and SLA. In the event of any conflict between this Addendum and the MSA or SLA, the MSA and SLA shall govern.

1. Revenue Sharing and Payment Terms

- **Revenue Sharing:** Agency shall receive 60% of the net profit generated from the advertising services, while MPM shall receive 40%. Net profit shall be defined as net of any fees, taxes, or other invoices paid by MPM in behalf of Agency towards the delivery of the Advertising Services.
- **Payment Terms:** MPM shall distribute the Agency's share of the net profit on a quarterly basis via ACH direct deposit to the account designated by the Agency.

2. Advertising Services

- **Administration of Advertising Campaigns:** MPM shall be responsible for the administration of programmatic, direct mail, and email campaigns aimed at filling available inventory for the Agency's advertising services.
- **Filtering and Placement:** MPM will conduct the initial filtering and placement of advertising content. MPM will ensure that advertisements meet the required standards and align with the Agency's goals.
- **Final Approval:** The Agency shall retain the right to final approval of all advertising content before it is published.

3. Content Standards and Compliance

- **Adherence to Guidelines:** All advertising content must adhere to the Agency's advertising guidelines and any applicable local, state, or federal regulations.
- **Prohibited Content:** MPM will ensure that no prohibited content, as defined by the Agency, is displayed. This includes but is not limited to content that is misleading, offensive, or otherwise inappropriate.

4. Reporting and Transparency

- **Performance Reporting:** MPM shall provide the Agency with monthly performance reports detailing key metrics such as ad placements, revenue generated, and inventory fill rates. Reports may be delayed 1-2 months due to delay in receipt of actual data by advertising exchanges.
- **Audit Rights:** The Agency reserves the right to audit MPM's advertising operations related to this Addendum, with reasonable notice, to ensure compliance with the agreed terms and conditions.

5. Service Levels and Support

- **Media Uptime Guarantee:** MPM guarantees that non-revenue generating media and advertising media will achieve an uptime of 99.5% during any given month, excluding scheduled maintenance, network disruptions, and force majeure events.
- **Support Services:** MPM will provide technical support for advertising services, with support for critical issues that directly impact the operation of the advertising service, with a guaranteed response time of no greater than twelve (12) hours from request for service.

6. Liability and Indemnification

- **Indemnification:** MPM shall indemnify and hold the Agency harmless from any claims, damages, or expenses arising out of MPM's breach of this Addendum, including any claims related to the content of advertisements, except where such claims arise from content approved by the Agency.
- **Limitation of Liability:** MPM's liability for any damages arising under this Addendum shall be limited to reimbursement to Agency and Agency's beneficiaries for any payments received by MPM in relation to the display of media as outlined in the advertising order.

7. Miscellaneous

- **Amendments:** This Addendum may be amended only by a written agreement signed by both parties.
- **Termination:** Either party may terminate this Addendum with 30 days' written notice. In the event of termination, all outstanding payments due to the Agency will be paid within 30 days of the termination date.

This Addendum shall become effective as of the date signed by both parties and shall remain in effect until terminated or superseded by a new agreement.

Signatures:

MessagePoint Media

By: _____

Title: _____

Date: _____

Agency

By: _____

Title: _____

Date: _____

Reviewed for Legal Sufficiency:

Kendal Harden