

THE AMERICAN LEGION ONLINE ADVERTISING CONTRACT & COPY REGULATIONS AGREEMENT

This ONLINE ADVERTISING CONTRACT & COPY REGULATIONS AGREEMENT (“Agreement”), dated as of _____, is made by and between _____, a _____ (“Requestor”); and The American Legion, a corporation chartered by the United States Congress (The “American Legion”). The Requestor and The American Legion sometimes are referred to collectively as the “Parties” and individually as a “Party.” In consideration of the mutual promises contained in this Agreement, the Parties hereby agree as follows:

Section I. INSERTION ORDERS AND INVENTORY AVAILABILITY

- a) From time to time, the Parties may agree to and execute Insertion Orders (“IOs”) that will be accepted as set forth in Section I(b) for the placement of advertising on The American Legion website at <http://www.legion.org>, or any other related site controlled and operated by The American Legion (“Site”). As applicable, each IO must be bona fide and will specify:
- i. the type(s) and amount(s) of Deliverables, meaning the number of Site impressions, or other desired action, to be delivered by The American Legion,
 - ii. the price(s) for such Deliverables,
 - iii. the maximum amount of money to be spent pursuant to the IO,
 - iv. the start and end dates of the campaign, and
 - v. the identity of and contact information for any Third Party Ad Server, meaning a Third Party that will serve and/or track Ads on behalf of Requestor.
- b) Other items that may be included are, but are not limited to: reporting requirements, any special Ad delivery scheduling, and specifications concerning ownership of data collected. Unless otherwise indicated in the IO, for the purposes of determining amounts due, each view of an online advertisement is counted as an impression. Impressions shall refer to the number of page visits the Site receives during the start and end dates of Requestor’s campaign. The number of impressions shall reflect the total number of visits to the Site, and shall not specify whether the visit is by a unique or repeat visitor.
- c) Upon receiving a signed IO by Requestor, acceptance of the IO and agreement to the terms therein will be deemed the earlier of:
- i. written (which, unless otherwise specified, for purposes of these Terms, will include paper, fax, or e-mail communication) acknowledgement of the IO sent to Requestor by The American Legion, or
 - ii. the display of the first Ad impression by The American Legion per the IO, unless otherwise agreed in the IO.
- d) The submission of an IO to The American Legion by a Requestor is construed as an acceptance of all the rates and conditions under which advertising space is sold at that time.
- e) Verbal agreements are void and will not be considered by The American Legion. Except as otherwise provided for by these Terms, no course of dealing between the Parties shall constitute a change,

amendment, alteration or contradiction of any provision of this Agreement or the Terms of an accepted IO. Any modification or waiver agreed to by The American Legion shall not constitute a future commitment to modify or waive the same or any other of these Terms of an IO.

- f) Rates and conditions are subject to change without notice.

Section II. AD PLACEMENT

- a) Except as otherwise agreed to by the Parties in writing, the positioning of all Advertising Material shall be the sole and exclusive prerogative of The American Legion.
- b) Requestor's file size will not exceed 40 KB unless special permission is granted by the publisher.
- c) If an IO specifies the size of an Ad, The American Legion will use commercially reasonable efforts to provide Requestor prior notification of any material changes to the Site, such as a redesign to the format, look, or layout of the Site, that would materially affect the size of the Ad specified in the applicable IO. Should such a material change occur with or without notice to the Requestor, as Requestor's sole remedy for such change, Requestor may cancel the remainder of the affected placement without penalty. If Requestor fails to provide The American Legion with written notice of any objection to such changes within ten (10) days of learning of such material change, such changes shall be considered acceptable to Requestor.
- d) The American Legion will submit to Requestor final technical specifications (e.g., size of the Ad to be placed on the Site) on the acceptance of an IO. Requestor will be notified if The American Legion makes any material changes to the specifications of already-purchased Ads. If Requestor fails to provide The American Legion with written notice of any objection to such changes within ten (10) days of learning of such material change, such changes shall be considered acceptable to Requestor. If Requestor objects to such material changes consistent with this section, the Parties will negotiate in good faith to resolve the matter.
- e) Unless otherwise agreed to by the Parties, Requestor shall not object to the placement of Ads based on the nature of any content, including other advertisements, that is made available on the Site at which the Ad is displayed.
- f) No Ad will be accepted subject to exclusion of any other advertiser, advertisement, or product or service advertised on the Site, nor shall The American Legion be obligated to advise Requestor of the existence of the same.

Section III. ADVERTISING MATERIALS

- a) Before acceptance of any Ads, The American Legion has sole and unfettered discretion to subject Advertising materials, such as artwork, copy, or active URLs for Ads, to review and investigation. Any and all products or services identified by or connected with the Advertising Materials, including the claims made for it upon its packaging, labeling, and accompanying advertising material may be subject to The American Legion's review and investigation. The American Legion reserves the right to request a sample of any product Requestor or Third Party Advertiser is selling by mail through this advertising medium. The Requestor and Third Party Advertiser agree to supply such sample, if requested, free of charge prior to acceptance of any Advertising Material. The American Legion has no responsibility for return of the sample.
- b) The American Legion reserves the right within its discretion to reject or remove from its Site, at any time and

without prior notice to the Requestor, any Ads for which the Advertising Materials or the website, products or services to which the Ad is linked or otherwise associated with do not comply with The American Legion's Policies, that in The American Legion's sole judgment, do not comply with any applicable law, regulation, or other judicial or administrative order, or for any other reason. In addition, The American Legion reserves the right within its discretion to reject or remove from its Site, at any time and without prior notice to the Requestor, any Ads for which the Advertising Materials or the website, products or services to which the Ad is linked or otherwise associated with are, or may tend to bring, disparagement, ridicule, or scorn upon The American Legion or any of its affiliates, or for any other reason.

- c) Requestor represents and warrants that it is fully authorized and has secured all necessary written consents and licenses so as not to violate or infringe any right of any other party, including, without limitation, violations of: privacy; publicity; defamation; tort; copyright, trademark, or patent infringement; plagiarism, or any other violation or infringement, so that The American Legion may lawfully publish the Advertising Material.
- d) If Advertising Materials provided by Requestor are corrupt, damaged, not to The American Legion's specifications, or otherwise unacceptable, The American Legion will notify Requestor and Requestor will provide acceptable alternative Advertising Materials.
- e) The American Legion will not edit or modify the submitted Ads in any way, including, but not limited to, resizing the Ad, without Requestor's approval. The American Legion will use all Ads in strict compliance with these Terms and any written instructions provided on the IO.
- f) When applicable, Third Party Ad Server tags will be implemented so that they are functional in all aspects.
- g) The American Legion reserves the right to insert the word "advertisement" above or below any Advertising Materials or otherwise indicate that such Advertising Material is not endorsed or sponsored by The American Legion at any time. The American Legion further reserves the right to insert the words "This is not an official program of The American Legion," or other similar notice or disclaimer, above or below any copy at any time.
- h) If Advertising Materials are not received before the IO start date, The American Legion will begin to charge the Requestor on the IO start date. The American Legion, at its sole discretion, may negotiate a prorated billing resolution with the Requestor if the Requestor submits materials after the commencement of the IO start date in accordance with Section III(a).
- i) Requestor understands and agrees that The American Legion accepts advertising in *The American Legion Magazine*, *The American Legion Dispatch*, *Online Update*, and The American Legion websites, including eNewsletters (newsletter sent by e-mail) and Webcasts associated with the website. Should the Requestor or Third Party Advertiser receive the wrong rate card, Requestor agrees to pay the appropriate rate from the proper rate card.
- j) Blanket orders, reservation orders, and rate-holder orders are not accepted.
- k) Requestor agrees that it is an independent contractor and agrees to all of the following:
 - i. The American Legion has the sole and exclusive right to use the trademarks and emblems of The American Legion, including "The American Legion" and "American Legion." Unauthorized use of the trademarks and/or emblem of The American Legion is prohibited. Permission to use the trademarks or emblem of The American Legion may be granted by the National

Adjutant only in appropriate circumstances. All requests for permission must be submitted by Requestors to The American Legion in writing;

- ii. Any reference to The American Legion or its members, Departments or Posts in Advertising Materials, other promotional materials or merchandising in any form by Requestor or Third Party Advertisers is subject to the prior written approval of The American Legion. Approval must be sought for each new IO. Past approval for other IOs, campaigns, or other advertising mediums does not constitute ongoing approval;
- iii. Each Requestor who does business with The American Legion shall conduct and comport itself in a manner that is above reproach;
- iv. Each Requestor shall abide by and follow the highest ethical standards in complying not only with the terms, but also with the intent and spirit of any contract, and deal in good faith at all times;
- v. Requestor and Third Party Advertisers shall not combine or act collusively with another; solicit, offer, or accept any bribe or kickback; or attempt to influence a decision of The American Legion or its Officers, or National Executive Committee, in any way or fashion, including, but not limited to, the giving of gifts, the offering of entertainment, or lobbying for or against any decision or position of The American Legion;
- vi. When in doubt about a course of action, the Requestor has a duty to inquire to the National Adjutant in writing by fax, e-mail, or handwritten letter providing all relevant information, facts, and details, and;
- vii. Failure to abide by this code of conduct and standards can result in a refusal by The American Legion to continue any relationship.

Section IV. PAYMENT AND PAYMENT LIABILITY

a) Invoices

- b) Invoices will be sent to Requestor's billing address as set forth in the IO and will include information reasonably specified by Requestor, such as the IO number, Requestor name, brand name or campaign name, and any number or other identifiable reference stated as required for invoicing on the IO.

c) Payment Date

- d) Requestor will make payment 30 days from the date the invoice is sent to Requestor by The American Legion, or as otherwise stated in a payment schedule set forth in the IO.

e) Payment Liability

- f) Requestor is responsible for timely payment of invoices. Upon the request of The American Legion, Requestor will confirm whether or not any Third Party Advertiser has paid to Requestor in advance funds sufficient to make payments pursuant to the IO.
- g) The American Legion reserves the right to hold Requestor and any Third Party Advertiser jointly and severally liable for such monies as are due and payable to The American Legion, and will be jointly and severally liable for all costs, collection agency fees and expenses, and all other costs of collection, including reasonable attorney's fees and costs incurred in the event suit is brought, and all costs and fees in pursuing and collecting outstanding balances.

h) Failure of The American Legion to make an IO correspond with provisions of The American Legion rate schedule shall be regarded only as a clerical error, and IO will be made and invoiced according to the terms of this rate schedule without further notice. Requestor and The American Legion agree that The American Legion's liability for any error or omission will not exceed the amount paid for the space occupied by the advertisement.

i) Past Due Balances

j) Past-due balances will accrue interest at the rate of 1.5% per month.

Section V. REPORTING

- a) If The American Legion is serving the campaign, The American Legion will make reporting available during the term of the IO upon reasonable request, unless otherwise specified in the IO.
- b) If Requestor informs The American Legion that The American Legion has delivered an incomplete or inaccurate report, or no report at all, The American Legion will make commercially reasonable efforts to investigate and address the claim of insufficient reporting.

Section VI. CANCELLATION AND TERMINATION

- a) The American Legion reserves the right to reject or cancel any advertisement for any reason, at any time, without incurring liability or obligation, even though the IO may have been formerly acknowledged, accepted, or an Ad displayed previously on the Site per the terms of the IO.
- b) Requestor may cancel an IO up to one week of the start date of the advertising campaign.
- c) Cancellation(s) of any IO by the Requestor at any time after an IO has been accepted by the Parties will not relieve the Requestor of the obligation to make full and prompt payment per the terms of the IO.
- d) Either Party may terminate an IO at any time if the other Party is in material breach of its obligations hereunder, which breach is not cured within ten (10) days after receipt of written notice thereof from the non-breaching Party, except as otherwise stated in these Terms with regard to specific breaches.

Section VII. FORCE MAJEURE

- a) Excluding payment obligations, neither Requestor nor The American Legion will be liable for delay or default in the performance of its respective obligations under these Terms, such as failure to insert advertisement and erroneous insertion of advertisement or materials, if such delay or default is caused by conditions beyond its reasonable control, including, but not limited to: fire, flood, accident, earthquakes, insurrection, riot, explosion, embargo, telecommunications line failures, electrical outages, network failures, acts of God, action by others to prevent the proper working of the Site, including but not limited to Internet viruses, hacks, worms, denial of service attacks, or any other similar events, action by any government or quasi-government entity, labor or material shortage, labor disputes whether legal or illegal, or any condition beyond the immediate control of The American Legion ("Force Majeure event").
- a) If The American Legion suffers such a delay or default, The American Legion will make reasonable efforts to recommend a substitute transmission for the Ad or time period for the transmission. If no such substitute time period is commercially reasonably acceptable to Requestor, The American Legion may, in its sole discretion, offer Requestor a pro rata reduction in the space, time, and/or program charges hereunder in the amount of money assigned to the space, time, and/or program charges at time of purchase.

Section VIII. INDEMNIFICATION

- a) In consideration of publication of any advertisement, the Requestor and Third Party Advertiser agree, jointly and severally, to indemnify and hold harmless The American Legion, and its officers, directors, National Executive Committee members, agents, and employees (together, "The American Legion Parties"), against all costs and expenses, including legal fees, and any and all losses, judgments, fees, claims, damages, civil penalties, fines when allowed by law, and charges resulting from the publication of contents of the advertisements, including, without limitation, claims or suits for libel, violation of right of privacy, tort, copyright, trademark, or patent infringement, plagiarism, or any other violation or infringement.
- b) If Requestor has requested or placed Ad on behalf of a Third Party (hereinafter, "Third Party Advertiser"), Requestor represents and warrants that it has the authority as the Third Party Advertiser's agent to bind such Third Party Advertiser to these Terms and each IO, and that all of Requestor's actions related to these Terms and each IO are within the scope of such agency. Requestor will defend, indemnify, and hold harmless The American Legion Parties against all costs and expenses, including legal fees, from any and all losses, judgments, fees, claims, damages, civil penalties, fines when allowed by law, and charges resulting from (i) Requestor's alleged breach of the foregoing sentence; or (ii) brought or sought by such Third Party Advertiser.

Section IX. LIMITATION OF LIABILITY

- a) In no event will The American Legion be liable for any consequential, indirect, incidental, punitive, special, or exemplary damages whatsoever, including, but not limited to, damages for loss of profits, business interruption, loss of information, and the like, incurred by another party arising out of an IO, even if such party has been advised of the possibility of such damages.
- b) Requestor agrees that The American Legion's liability for any error regarding the placement or failure to place the Ad will not exceed the amount paid per the terms of the IO.

Section X. NON-DISCLOSURE

- a) Neither Party shall publicize the terms of this Agreement without prior written consent of the other Party. Except The American Legion may comply with its corporate charter and include the Agreement in its annual report to Congress, if appropriate. The Parties will refrain from each other's trade name, trademarks, logos, or Ads in any public announcement (including, but not limited to, in any press release) regarding the existence or content of these Terms or an IO without the other's prior written approval.

Section XI. THIRD PARTY AD SERVING AND TRACKING

- a) The American Legion will track delivery through the ad server of The American Legion's choice. The measurement used for invoicing advertising fees under an IO will be determined by The American Legion's ad server of choice. If reasonably available, The American Legion may make available online or automated access to relevant and non-proprietary statistics from the ad server. If such online or automated reporting is not available, The American Legion will provide placement-level activity reports to the other party in a timely manner, as mutually agreed to by the Parties.

Section XII. MISCELLANEOUS

- a) This Agreement and any properly accepted IOs constitute the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements addressing the terms, conditions, and issues contained herein. If there is a conflict between the Terms of this Agreement and the terms of an

IO, the Terms of this Agreement shall control.

- b) This Agreement and performance hereunder will be construed in accordance with the laws of the State of Indiana without regard to the principles of conflict of laws. Any legal proceeding brought by either Party relating in any way to this Agreement shall be commenced and maintained in the United States District Court for the Southern District of Indiana, for which purpose each of the Parties irrevocably consents and submits to the exclusive jurisdiction and venue of such court.
- c) Sections IV, X, XI, and XII of this Agreement shall survive the termination of the Relationship for any reason between the Parties.
- d) This Agreement and properly accepted IOs may be amended, superseded, canceled, renewed or extended, and its terms or covenants may be waived, only by a written instrument executed by the Parties or, in the case of a waiver, by the Party waiving compliance. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any breach, or a waiver of the breach of any other term or covenant contained herein.