

Thruline Advertising Agreement

This advertising agreement is entered into between Thruline Marketing, Inc. ("Thruline") and the University of Louisiana at Lafayette ("University"), (collectively, the "Parties" or singularly, the "Party") as of July 1, 2018 ("Effective Date"). The Parties hereby agree to the terms as set forth herein, which are expressly incorporated into the terms and conditions of the Advertising Agreement between the Parties, dated 6/29/18 ("Agreement").

Section 1: Scope of Services

- a. Pay-per-Click Advertising. Thruline will implement the internet advertising strategy developed for the University of Louisiana at Lafayette designed to generate internet leads through pay-per-click search marketing. Thruline may generate leads by posting approved University information on search sites. Visitors to said web sites who desire additional University information, or who desire to contact the University, will be directed to a UL Lafayette contact page. Thruline will, as part of the University's monthly advertising allocation, provide creative services deemed appropriate by Thruline to achieve the objective of this Schedule. Additional creative services requested by UL Lafayette outside of what has been recommended by Thruline shall be done at an additional, agreed upon cost.
- b. Search Engine Optimization. Thruline will optimize pages within the University's website that Thruline deems necessary to meet all jointly established goals for driving relevant traffic to the University's website, and to improve search performance. Thruline will regularly analyze, adjust, and optimize website elements as needed to maintain and enhance the University's ranking with the top search engines.
- c. Conversion & User Experience Optimization. Thruline will, with the University's prior consent, recommend optimization activities to improve the conversion elements and layout of the University's website to enhance the user experience and maximize inquiry-generation performance of the website. A/B testing may be implemented to test elements and target continued performance improvement.
- d. Web Content Objects. Thruline will, with the University's prior consent, optimize content for the University's website that Thruline deems necessary to maintain and enhance the University's ranking with the top search engines. Thruline will publish content objects including, but not limited to Web pages, blog posts, Facebook status updates, Twitter status updates, LinkedIn status updates, infographics and creative images. The University will provide necessary content management access to make the above updates. Thruline will not produce or create new, original photography or video for the University, unless requested by the University as a separate project under the Project Services Schedule, if any, of the Agreement.
- e. Social Media Advertising & Optimization. Thruline will, with the University's prior consent, identify opportunities to advertise, promote and amplify existing content on the University's website, as well as curate content from other trusted, third-party resource for sharing across the University's social media channels. Thruline shall make social media connection, engage with the community and regularly monitor the University's web presence. Thruline shall be in regular contact with the University to ensure Thruline is aware of specific campus events and activities.
- f. Customized Tracking and Reporting. Thruline will provide regular reports to the University regarding key performance indicators (to be determined based upon focus of campaign). To provide accurate traffic and conversion reporting, Thruline must have access to the University's web stats or be allowed to add client-side tracking software at the University's expense).

g. Client sites hosted on a client/third-party server. Thruline will make recommendations for content updates to the University's marketing pages, and submit recommendations impacting conversion optimization and usability enhancement for the website using the following process. Updates will be made directly through the University's Content Management System (CMS) if third-party access is available to Thruline. If third-party access is not available, Thruline will send updates and recommendations to the University for the University to implement. Upon receiving written direction from the University, Thruline will also send updates and recommendations to a third-party for implementation, with whom the University has contracted to provide such services. The University will designate an individual or group of individuals at the University organization, and/or at an approved third-party, as the contact(s) for Thruline's team so all changes are appropriately communicated.

h. Services Budgeting. This monthly budget for the services described in this Schedule will cover, but is not limited to, Thruline and outsourced labor, purchased applications and regular social site updates. Thruline will develop and deliver to the University a quarterly plan for deployment of the services described in this Schedule.

Section 2: Vendor Payments

All digital media vendor invoices (including, but not limited to Google, Facebook, Bing, Yahoo, etc.) will be sent to Thruline for approval, and then forwarded to the University each month following the month in which the media expense was incurred on behalf of the University. The University shall be fully responsible for timely payment of all such vendor invoices, to be paid directly by the University to such vendors.

Section 3: User-Generated Content

Any comments or communication posted on individual social media sites will be governed by the privacy policies and usage guidelines of the individual social media properties. Thruline will not be held liable or responsible for any of the comments or posts generated by users on the University's social properties.

Section 4: Compensation

The University agrees to pay Thruline an average total monthly fee of \$6,259 for the advertising services described in the Scope of Services, and itemized in Attachment A.). University agrees to make payment to Thruline within 30 days from the date of invoice for all Services provided under this Agreement. If payment has not been received within 30 days of the invoice date, Thruline shall have the right, in its sole discretion, to suspend the Services being provided to University under this Agreement until such time payment is received. Any unpaid invoices will accrue interest at a rate of 1.5% per month, or the highest rate allowed by applicable law, until such invoices are paid in full.

Thruline shall also invoice the University for any additional pay-per-click expenses that may be paid by Thruline on behalf of the University in the month following the month in which the expenses were incurred. It is understood that reimbursement by the University of any such expenses is in addition to the Thruline Commission and Bid Management Fee.

Section 5: Budgets

Thruline will strive to generate the maximum number of click-throughs and leads each month, but does not guarantee the volume of click-throughs and leads. In the event that the entire budget is not used in a given month, the University will only be billed for the actual dollars spent.

The University may provide changes each month to the monthly allocation. Changes must be sent in writing within three (3) business days before the start of a new month to specify a new monthly allocation. If written notice is not received, the monthly allocation for the current month will be applied to the new month until new instructions are provided. If new monthly allocations are received after the start of a month, the new allocation amount will be applied to the following month, unless the University provides a subsequent allocation change.

Whenever the University reaches the maximum monthly allocation, the University's contact page will be suspended until the start of the next month. the University acknowledges that Thruline may not be able to suspend the University's contact page at the exact time the maximum monthly allocation is reached. The University, therefore, agrees to allow Thruline to exceed the University's maximum monthly allocation by no more than 5% of the amount allocated for a particular month.

After providing any notice of termination or nonrenewal required in the Agreement, the University shall not decrease its monthly digital media budget by more than 50% of the month immediately prior to providing such notice.

6. TERMINATION FOR CAUSE: University may terminate this Contract for cause based upon the failure of Thruline to comply with the terms and/or conditions of the Contract; provided that University shall give Thruline written notice specifying Thruline's failure. If within thirty (30) days after receipt of such notice, Thruline shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then University may, at its option, place Thruline in default and the Contract shall terminate on the date specified in such notice. Thruline may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of University to comply with the terms and conditions of this Contract; provided that Thruline shall give University written notice specifying University's failure and a reasonable opportunity for University to cure the defect.

7. TERMINATION FOR CONVENIENCE: Either party may terminate the Contract at any time by giving written notice (30) days before the effective date of such termination. Thruline shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

8. OWNERSHIP: All records, reports, documents and other material delivered or transmitted to Thruline by University shall remain the property of University, and shall be returned by Thruline to University, at Thruline's expense, at termination or expiration of this Contract. Except as may be mutually agreed to in writing by the parties, all records, reports, documents, or other material related to this Contract and/or obtained or prepared by Thruline in connection with the performance of the services contracted for herein shall become the property of University, and shall, upon request, be returned by Thruline to University, at Thruline's expense, at termination or expiration of this Contract.

9. AUDITOR'S CLAUSE: It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration, UL System auditors, and University auditors shall have the option of auditing all accounts of Thruline which relate to this contract.

10. ALTERATIONS: Any alterations, variations, modifications, or waivers of provisions of this Contract shall be valid only when they have been reduced to writing. No claim for services furnished or requested for reimbursement by Thruline, not provided for in this agreement, shall be allowed by University.

11. REMEDIES: Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA. R.S. 39:1672.2 -1672.4.

12. INDEMNIFICATION: Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the University and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the University. If applicable, Contractor will indemnify, defend and hold the University and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the University in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the University shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the University or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the University the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the University up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The University and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

13. LIMITATIONS ON LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The cumulative aggregate liability of a Party, whether in contract, tort or otherwise, for all damages arising out of or relating to this Agreement will be limited to an amount equal to the lesser of: (a) actual damages incurred by the Party as a result of the event(s) giving rise to the liability, or (b) the amounts paid, or received, by the Party for the Services for the twelve (12) month period immediately preceding the month in which the event giving rise to the liability occurred.

The limitation set forth in this Section will not apply with respect to recovery under claims for (a) gross negligence or willful misconduct, (b) breach of any of any regulatory requirement; or (c) indemnification for claims by third parties regarding infringement of third parties' intellectual property rights.

14. SUBCONTRACTORS: Thruline may enter into subcontracts with third parties for the performance of any part of Thruline's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Thruline to the University for any breach in the performance of Thruline's duties. Thruline will be the single point of contact for all subcontractor work.

15. NONASSIGNABILITY: Thruline shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of University. This provision shall not be construed to prohibit Thruline from assigning his bank, trust company, or other financial institution any money due or to become due from approved Contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to University.

16. DISCRIMINATION CLAUSE: Thruline agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Thruline agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Thruline agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or age in matters relating to employment. Any act of discrimination committed by Thruline, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

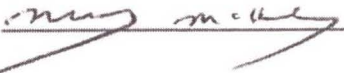
17. UNIVERSITY CONTACT: The University Project Manager for this Contract is Dr. Claire Arabie, whose University mailing address is PO Box 43691, Lafayette, LA 70504. Notwithstanding Thruline's responsibility for total management during the performance of the services specified in this Contract, the University Project Manager shall provide oversight of the activities of this project and be the principal point of contact on behalf of University.

18. TERM OF CONTRACT: This Contract shall begin on July 1, 2018 and shall terminate on June 30th, 2019. This Contract shall be governed by the laws of the State of Louisiana.

THRULINE REPRESENTS THAT S/HE SHALL NOT COMMENCE SERVICES UNDER THIS CONTRACT UNTIL NOTIFIED BY PURCHASING THAT UNIVERSITY APPROVAL HAS BEEN OBTAINED.

UNIVERSITY AND THRULINE REPRESENT THAT THIS CONTRACT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

THRULINE MARKETING INC. SIGNATURE:

By:  _____

Date: 6-29-18

UNIVERSITY OF LOUISIANA AT LAFAYETTE SIGNATURE:

By:  _____

Date: 6/27/19

**2018-19 Thruline Contract
Addendum A
University of Louisiana at Lafayette**

The information below is an itemization of the monthly fee provided in Section 4 – Compensation, of the contract document.

Pay Per Click (PPC):

- Total Annual Thruline Billable: \$29,509.46 (incl. Commission + Bid Mgmt.)
 - Est. Annual Commission: \$27,357.46
 - Est. Annual Bid Mgmt. Fee: \$2,152
- Average Monthly Thruline Fee/Invoicing (incl. Commission + Bid Mgmt): \$2,459.12*

Inbound Search Engine Optimization (SEO):

- Annual Fee: \$45,600
- Fixed Monthly SEO Fee/Invoicing: \$3,800

Combined Totals

Total of Annual Billable Fees from Thruline: \$75,109.46 (PPC: \$29,509.46 + SEO: \$45,600)

- Average Monthly Thruline Invoicing (PPC + SEO): \$6,259.*

* PPC monthly fee will be variable in order to optimize service productivity and return on investment for UL Lafayette. Monthly fee projection will be provided to UL Lafayette for approval prior to the beginning of each month. The sum total of PPC monthly projections/actual invoiced amounts for the contract year will not exceed \$29,509.46 without prior written authorization from UL Lafayette.