



Connecting the dots in healthcare social media

# Healthcare Google AdWords Service Agreement

## Terms of Service

Please read this Healthcare Google AdWords Service Agreement (the "Agreement") in its entirety. This Agreement between Symplur, LLC, a California corporation whose principal place of business is 99 C Street, Suite 207, Upland CA 91786 ("SYMPLUR"), and you as a recipient of these services ("CLIENT.") sets forth the terms of the services of Membership made available to you through SYMPLUR as further described herein (collectively, the "Services"). This Agreement constitutes a legally binding agreement between CLIENT and SYMPLUR. By registering for the Services, or otherwise accessing and/or using the Services, CLIENT understands, acknowledges and agrees that CLIENT will abide by and be bound by the terms of this Agreement and any additional terms that govern certain Services, which will be presented in conjunction with those Services. In accepting this Agreement, CLIENT hereby certifies that you have been granted authority to execute this Agreement on behalf of each member of CLIENT's practice using the Services.

## Preliminary Statement

WHEREAS, SYMPLUR wishes to create and manage a Healthcare Google AdWords account for CLIENT; and

WHEREAS, CLIENT wishes to have SYMPLUR create and manage a Healthcare Google AdWords account for CLIENT;



Connecting the dots in healthcare social media

NOW, THEREFORE, in consideration of the premises and conditions contained hereto agree as follows:

1. SYMPLUR shall provide for the benefit of CLIENT a management service of a healthcare related Google AdWords account ("AdWords") for CLIENT's use for the term of this Agreement and shall provide the services listed on Exhibit A, which is attached hereto and made a part hereof (hereinafter the "Services")
2. Fees and Payment for Startup of Service ("Startup Costs") are \$100 and is payable upon commencement of work. These startup costs may be paid via SYMPLUR's website by credit card.
3. Fees and Payment for the Monthly Service are an industry standard 20% of total Google AdWords budget per month for a total monthly budget less than \$2000. For a total monthly budget greater than \$2000, the monthly fee is 15%. Monthly Service fees are due and payable on the 1st of every month. This Monthly Service fee may be paid via SYMPLUR's website by credit card.
4. Term and Termination. This Agreement shall commence on the date you register and/or otherwise access or use the Services (the "Effective Date") and shall continue for the next six calendar months, at which time it shall renew automatically for additional, successive six month terms. As of the fifth month either party may terminate this agreement upon thirty (30) days written notice to the other party; provided, however, that CLIENT will be responsible for payment of fees for all Services actually provided up to and including the remaining scheduled monthly fees until the effective date of termination.
5. Events of Default. CLIENT shall be in default of this Agreement in the event that CLIENT fails to pay all fees as set forth above directly to SYMPLUR. In the event of default, SYMPLUR shall provide notice and an opportunity to cure within ten (10) days of such notice and following the expiration of that time period, this Agreement shall terminate and services provided by SYMPLUR shall terminate.
6. Grant of Rights; Ownership. CLIENT owns the Google AdWords Account developed by SYMPLUR. Upon expiration of the term of this agreement CLIENT may retain the account and all its configuration.
7. Indemnification. CLIENT is solely responsible for the accuracy of CLIENT's Google AdWords content and use of AdWords and Services by CLIENT and any of CLIENT's personnel, patients, vendors or suppliers shall indemnify, defend and hold SYMPLUR and its officers, directors, employees, agents, representatives, licensors,



Connecting the dots in healthcare social media

suppliers, and operational service providers harmless from and against any and all claims, actions, losses, expenses, damages and costs (including reasonable attorneys' fees), resulting from copyright infringement, claims regarding data loss and/or personal privacy matters, inaccuracies, omissions, errors or statements contained therein or other breach of this Agreement.

8. Third Party Services. SYMPLUR is not responsible for services provided by third party entities which SYMPLUR makes use of. SYMPLUR provides no guarantee of continuing services or integration with services from third party entities such as Google AdWords, etc.
9. Compliance with Applicable Laws. CLIENT's use of AdWords, Services and other third party services including their websites, and social media activity is subject to all applicable local, state, national laws and regulations including HIPAA Privacy and Security Rules and, in some cases, international treaties. CLIENT is solely responsible for all activities, acts and omissions that occur in, from, through or under CLIENT'S user name(s) or password(s).
10. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussion between them, and neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein.
11. Governing Law. This Agreement will be governed by the laws of the State of California (notwithstanding the State's conflict of laws provisions) applicable to contracts made, executed and wholly performed in California, and, for the purposes of any and all legal or equitable actions, CLIENT specifically agrees and submits to the exclusive jurisdiction and venue of the State and Federal Courts situated in the State of California and CLIENT agrees not to object to such jurisdiction or venue on the grounds of lack of personal jurisdiction, forum non conveniens or otherwise.
12. Notices. Any notices required by this Agreement shall be in writing and shall be deemed given if delivered personally or one business day after successful transmission by facsimile, or five business days after posting by registered or certified mail (return receipt requested) to the parties at the addresses provided at the beginning of this Agreement.
13. LIMITATION OF LIABILITY. YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, SYMPLUR AND ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, OPERATIONAL SERVICE PROVIDERS, ADVERTISERS, OR SUPPLIERS, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND, DIRECT OR



Connecting the dots in healthcare social media

INDIRECT, IN CONNECTION WITH OR ARISING FROM USE OF THE WEBSITE OR SERVICES OR FROM THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES.

## Exhibit A

The following points outline the services being provided to CLIENT, by SYMPLUR referenced in the attached Agreement between the two parties.

- Management of your Google AdWords Campaigns.
- Complete review of current campaign setup, structure, keywords, ad text wording, landing page quality, target demographics, target device platforms, and target geo-location.
- Strategic consulting from our healthcare professionals on optimization of campaigns, target market segment behavior, best practice orthopedic marketing, alternative keywords usage, and marketing message.
- Weekly adjustments to campaigns. We will evaluate campaign performance on a weekly basis and make adjustments accordingly.
- Significant changes to campaigns will be communicated to CLIENT for approval.
- Key to a successful campaign are well structured landing pages. We will communicate how to optimize and create these pages, CLIENT is responsible but not obligated to implement these changes.
- SYMPLUR will manage the account using Google AdWords MCC. CLIENT is responsible to provide SYMPLUR a “client manager” access to the account with access type “User interface and API”. SYMPLUR will initiate a request for this access type, CLIENT must log in to their account and approve SYMPLUR’s request.
- CLIENT must register as a new client via Symplur Client Portal, <https://www.symplur.com/newclient/> . Invoices, payments, support and services will be managed using this Client Portal.