

SERVICE AGREEMENT

THIS SERVICE AGREEMENT is made by and between **Customer Name** (“Customer”) and **Bulletin Intelligence LLC** (“BI”) (each a “Party” and collectively the “Parties”) and consists of the attached Standard Terms, the following Customized Terms and the Exhibits and Attachments referred to in the Customized Terms and attached hereto (collectively, the “Agreement”). The Parties agree as follows:

This Agreement is dated and shall become effective as of the latest date specified in the signature block below (“Effective Date”). BI shall provide the Service (as described in the Standard Terms) to Customer beginning on a mutually agreed date (“Commencement Date”) typically approximately two weeks after the Effective Date. The Service may be shared by Customer only with Customer’s employees. Any additional distribution requires BI’s written consent. The Service will consist of one or more of the following Service Elements (as further described in the Standard Terms).

CUSTOMIZED TERMS

The Service will consist of the following Service Elements:

News Media Write-Ups: The News Media Write-Ups (as further described in the Standard Terms) will be substantially in the style and scope of the briefing “mock-up” delivered to Customer on **XXXX (date)** (see Attachment 1). The News Media Write-Ups will include news about Customer and its competitors and industry, with a focus on substantive stories that would typically be of interest to a high-level executive audience. Initial topics will be those set forth in Exhibit 1.

Briefing	Schedule	Deadline	Est. Pages	Local TV	Specified Trade Sources
Full Version					
Red Flag Version					
Afternoon Updates					
Sunday Shows					
Weekend News					

News Media Analytics: The News Media Analytics (as further described in the Standard Terms) will be substantially in the style and scope of the dashboard “mock-up” delivered to Customer on **XXXX (date)** (see Attachment 2). BI will score stories, whether or not included in the News Media Write-ups, that reference any of the topics listed in Exhibit 2. Customer may change topics when it desires, however, if such change substantially changes BI’s labor requirements, a new price may need to be negotiated.

Schedule	Deadline	Tonality	Prominence	Coverage Type	Key Messages	Quote Tracking	Quality Score
Weekend News							

Social Media Analytics: The Social Media Analytics (as further described in the Standard Terms) will be substantially in the style and scope of the dashboard “mock-up” presented to Customer on **XXXX (date)** (see Attachment 3). BI will score all social media entries that reference the list of topics shown in Exhibit 3. Customer may change topics when it desires, however, if such changes substantially change the complexity of searches or volume of posts to be included, a new price will be negotiated.

Schedule	Tonality

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Periodic Analytics Reports: The Periodic Analytics Reports (as further described in the Standard Terms) will blend analytical narrative with supporting graphs and charts. Report sections are described in Exhibit 4.

Schedule	Deadline	Est. pages

Holidays: The Service will not be provided on the following holidays: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, and two days each at Thanksgiving and Christmas. News published and broadcast on Holidays will be included in the first delivery after the Holiday.

Customization/Adjustments: The Service is intended to be a “living” service. Customer is encouraged to request changes and tweaks as often as necessary in order to ensure the deliverables meet Customer’s expectations. Across its entire customer base, BI finds that most changes are routine and are able to be accommodated within the terms of the Agreement. Occasionally, a requested change may have a material impact on BI’s expenses, in which case a revised price may need to be negotiated between the Parties and put into effect via a modification to the Agreement.

Price: Customer will initially pay BI \$XX,XXX.XX per month (the “Price”) for the Service. The Price will be adjusted annually as described in the Standard Terms.

All notices from a Party to the other Party related to this Agreement or the Service must be sent by mail, email or facsimile as provided in the Standard Terms to the following addresses of the applicable Party or such substitute address specified by such Party by notice given to the other Party as provided in the Standard Terms:

Notices to Bulletin Intelligence:
 Attention: Chairman
 Bulletin Intelligence LLC
 11190 Sunrise Valley Drive, Suite 20
 Reston, VA 20191
 Fax: 703.483.6119
Notices@BulletinIntelligence.com

Notices to Customer:
 Attention: _____
 XXXX
 XXXX
 XXXX
 Fax: _____
 XXXX

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BULLETIN INTELLIGENCE LLC

CUSTOMER

By: _____

By: _____

Name: Erik McGunnigle

Name: _____

Title: SVP Business Operations

Title: _____

Dated this ____ day of _____ 2016

Dated this ____ day of _____ 2016

STANDARD TERMS

BI's service (the "**Service**") will be comprised of one or more of the following four (4) Service components ("**Service Elements**") as specified in the Customized Terms. Service Elements not specifically indicated as included in the Customized Terms are not included in the Service:

(1) "**News Media Write-ups**". Unless otherwise noted in the Customized Terms, the News Media Write-ups will highlight for Customer the most relevant portions of news stories and other specified sources of data from myriad sources. Unless otherwise indicated in the Customized Terms, the news portion will be developed from national and local television, newspapers, news wires, Internet publications, magazines, limited radio, and specified specialty press. Hypertext links to the source articles will generally be included. Customer will maintain any subscriptions, registrations, etc., required to access any of the full-text source material it wishes to review. Any non-news sources to be included will be detailed in the Customized Terms.

(2) "**News Media Analytics**". Unless otherwise noted in the Customized Terms, an expert-scored analytics service, or machine scored at Customer's request, News Media Analytics will measure certain aspects of news stories and report the data in customized dashboards with graphs and tables. Unless noted otherwise in the Customized Terms, BI will report, at a minimum, the following: date of coverage, type of media outlet, estimated audience reached, the number of stories in which the topic was mentioned at least once and the following.

- (a) **Tonality:** Assigned (scored) for each story, and each topic requested by Customer. Indicates whether the overall impression in the mind of the reader or viewer is positive, neutral or negative.
- (b) **Prominence:** Assigned (scored) for each story and each topic requested by Customer. Indicates the extent to which a given topic was the focus of each story (e.g., primary, secondary, mention).
- (c) **Coverage Type:** Assigned (scored) for each story, indicates the type of coverage (e.g. front page, interview, column, general).
- (d) **Key Messages:** If mutually agreed upon by BI and Customer, BI will count the number of specific messages related to Customer that are included in each news media story.
- (e) **Quote Tracking:** BI will track whether specific executives or categories of people (e.g. executive, spokesperson or third-party expert) were quoted in each story.
- (f) **Quality Score:** BI will also create a "Quality Score" for each story. The formula for the Quality Score will be mutually agreed upon by Customer and BI and can be based on the number of key messages, tone and prominence of coverage, type of story and type of publication.

(3) "**Social Media Analytics**". Unless otherwise noted in the Customized Terms, a machine-scored Social Media Analytics service that will measure and score individual social-media posts drawn from services such as Twitter and personal blogs. Unless noted otherwise in the Customized Terms, BI will report, at a minimum, the following to Customer: date of coverage; tonality (positive, neutral, negative); estimated audience reached if available; the number of social-media items in which the topic was mentioned at least once; and for Twitter only, whether those were "owned" (Customer's own posts) or "earned" (independent); and type of platform. The data will also be presented in customizable charts and dashboards. For Services that include Twitter, Customer

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agrees to Twitter's terms of use: <http://twitter.com/tos>.

(4) “***Periodic Analysis Reports***”: Unless otherwise noted in the Customized Terms, a Periodic Analysis Report will include a wrap-up for a given period, providing a blend of qualitative and quantitative analysis, delivered as narrative analysis as well as charts and graphs. Periodic Analysis Reports are suitable for use as stand-alone reports to senior executives.

Term of Agreement. This Agreement shall become effective as of the Effective Date. The Service will be provided for an initial term of twelve (12) months from the Commencement Date, and will automatically renew annually for additional twelve (12) month terms until the Service and Agreement are terminated by either Party as follows:

(a) Customer may terminate on one day's notice within 180 calendar days of the Commencement Date; thereafter, Customer may terminate, effective on the next annual renewal date, by providing notice at least 14 calendar days prior to the end of the then-current term.

(b) BI may terminate, effective on the next annual renewal date, by providing notice at least 60 calendar days prior to the end of the then-current term.

Payment Terms. BI will invoice Customer monthly for the Price at the end of each month. Customer shall make payment in U.S. dollars within 30 days of receipt of each invoice. Payment by credit card may incur additional fees. If this Agreement is terminated in the middle of a billing cycle, Customer will be billed pro rata for the portion of the period in which the Service was delivered. A late payment fee of 1.5% per month will be assessed on payments received more than 15 days after the due date.

Annual Price Adjustment. Annually, beginning on the 12-month anniversary of the Commencement Date, the Price will increase at the same rate as the percentage increase in the rate of annual inflation for the most recent preceding 12-month period as shown in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) table published by the U.S. Bureau of Labor Statistics. If there has been no increase in CPI-W over that period, there will be no price adjustment for such year.

Ownership of Service. As between the Parties, BI retains ownership of and all rights in the Service and Service Elements and the content included therein. BI grants to Customer a non-exclusive, limited license to make, use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon the content in the Service Elements for use solely in connection with Customer's business, provided all such use and use of such derivative works shall be exclusively for the internal, professional use of Customer's employees.

Warranties. The Parties warrant and represent to the other Party that they will conduct their respective activities under this Agreement in compliance with applicable laws and regulations. BI further warrants that the Service Elements as provided to Customer do not infringe the U.S. intellectual property rights of third parties. The Service and Service Elements are otherwise provided **AS IS**, with no additional express or implied warranties.

Limitation of Liability. “**Liabe**” and “**Liability**” means responsibility for any liabilities, damages, awards, settlements, losses, claims and expenses (including reasonable attorneys' fees and expenses and costs of investigation). BI will not be Liabe to Customer on the account the accuracy or inaccuracy of the Service Elements. In the event of non-delivery, Customer's only remedy is a pro-rata reduction of the Price for the period of time of Service non-delivery. **IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED \$250,000. IT IS AGREED THAT IN NO EVENT WILL THE PARTIES BE LIABLE TO**

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EACH OTHER UNDER OR RELATED TO THIS AGREEMENT FOR LOSS OF PROFITS OR REVENUE OR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES OF ANY KIND, WHETHER IN AN ACTION OF CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE. The provisions of this Agreement will not prohibit either Party from instituting an action for or obtaining injunctive or another equitable remedy.

Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered by courier or overnight mail. Any such notice shall be deemed given upon the date its receipt is confirmed by the delivery service. Recipient may not refuse delivery. Notices may also be delivered via email or facsimile transmission, provided that such notice will only be deemed to have been delivered if acknowledged by the recipient. Either Party may, by notice given to the address or facsimile number under this Agreement, designate another address or number for receipt of notices hereunder provided that notices of such a change shall be effective upon receipt.

Waivers and Amendments; Non-Contractual Remedies; Preservation of Remedies. This Agreement may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by each of the Parties, or in the case of a waiver, by the Party waiving compliance. No delay on the part of any Party on exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any Party of any right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege.

Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, United States as applicable to agreements made and wholly performed within that state regardless of the place, time, or sequence of its execution. The Parties agree that the law of the Commonwealth of Virginia, United States will apply despite any choice of law statute, rule, or precedent that would apply the law of any other jurisdiction.

Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be attempted to be settled through friendly consultation between the Parties. If the Parties cannot reach a resolution within thirty (30) days, the controversy or claim will be settled by binding arbitration conducted before a single arbitrator, who shall be a licensed attorney or former judge knowledgeable in information publishing. The arbitration will be held in Reston, Virginia, U.S.A. The arbitration will be conducted in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each Party shall bear its own attorney's fees associated with the arbitration. The Parties shall pay all other costs and expenses of the arbitration as the rules of the American Arbitration Association provide, except that they shall share equally the fees and expenses of the arbitrator. The arbitrator shall not be empowered to award punitive or consequential damages.

Limitation on Actions. No action by either Party arising under or related to this Agreement may be asserted against the other Party unless arbitration is commenced within one (1) year of the date on which the Party asserting the claim became aware of such claim.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Assignment. Neither Party may assign or transfer this Agreement or any interest in this Agreement without the written consent of the other Party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, either Party may freely transfer or assign this Agreement to (i) any affiliate, or (ii) any person or entity who acquires all or a substantial portion of its assets, or that portion of the assets of that relate to this Agreement or (iii) its successor in a merger or similar consolidation.

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Successors and Assigns. Subject to the foregoing restrictions on assignment, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns and legal representatives.

Integrated Agreement. This Agreement, including all attachments and exhibits referenced herein, constitutes the complete integrated agreement between the Parties concerning the subject matter hereof and thereof. All prior agreements, understandings, negotiations, or representations, whether oral or in writing, relating to the subject matter of this Agreement, are superseded and canceled in their entirety.

Severability. If any provision of this Agreement is adjudged to be invalid, void, or unenforceable, the Parties agree that the remaining provisions of this Agreement shall not be affected thereby, that the provision in question shall be replaced by the lawful provision that most nearly embodies the original intention of the Parties, and that this Agreement shall in any event otherwise remain valid and enforceable.

Force Majeure. In no event shall either Party be deemed in default hereunder based on delay in, or failure of, performance (other than the payment of money) including delivery of the Service deliverables if caused by floods, fires, storms or other acts of God, by war or acts of public enemy, including terrorism, or civil disturbance, strikes, lockouts, shortage of labor, labor disputes or labor trouble, problems in obtaining raw materials or production facilities, power failure, equipment failure, transmission failures, software, system or computer failures, transportation shortages or failures, actions of any governmental or other authority, or any other cause not within the Party's reasonable control.

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Exhibit 1: Initial News Media Write-Ups Topics

- **XXXX**

Exhibit 2: Initial News Media Analytics Topics

- **XXXX**

Exhibit 3: Initial Social Media Analytics Topics

- **XXXX**

Exhibit 4: Periodic Report Details

- **XXXX**

Attachment 1: Briefing Memo Mock-up

Attachment 2: News Media Analytics Mock-up

Attachment 3: Social Media Analytics Mock-up