

AJR MEDIA GROUP

MASTER TERMS & CONDITIONS FOR CONTENT LISTING AND DIGITAL MEDIA SERVICES

Updated: July 1, 2025

These Master Terms & Conditions (the “Agreement”) govern all Orders (as defined below) between AJR Media Group, LLC (“AJR,” “we,” “us,” or “Company”) and the client identified on an Insertion Order, Statement of Work, or other ordering document that references these Terms (the “Customer,” “you,” or “your”). By executing an Order, Customer agrees to be bound by this Agreement. Capitalized terms not defined in-line are defined in Section 1.

1. DEFINITIONS

1.1 “Content Sites” means TourTexas.com, TourLouisiana.com, and any successor or substantially similar websites operated by AJR that host editorial and sponsored content.

1.2 “Digital Media Services” means programmatic, paid search, paid social, display, video, connected TV, audio, or similar media buying, trafficking, optimization, and reporting services performed by AJR on the Customer’s behalf, whether purchased directly from publishers, ad exchanges, demand-side platforms, social platforms, search engines, or other third parties.

1.3 “Order” means an Insertion Order, Statement of Work, or other ordering instrument specifying the Services, flight dates, budgets, and any additional commercial terms executed by the parties. Such Insertion Order is a separate document; its template is not included in these Terms, which are hosted at the URL referenced by the Order and incorporated by reference.

1.4 “Services” means collectively the Content Listing Services and the Digital Media Services described in an Order.

1.5 “Customer Materials” means artwork, copy, data, trademarks, URLs, landing pages, pixels, or other content provided or approved by Customer for use in connection with the Services.

2. SCOPE OF AGREEMENT

2.1 Orders. Each Order is subject to and incorporates this Agreement. If an Order expressly conflicts with these Terms, the Order controls only with respect to that Order.

2.2 Services. AJR will use commercially reasonable efforts to provide the Services as described in the applicable Order and any exhibits hereto. Customer will supply all Customer Materials, approvals, and access reasonably required for AJR to perform the Services.

3. CONTENT LISTING SERVICES (CONTENT SITES)

3.1 Publication. AJR will publish sponsored content, listings, banner ads, or other placements on the Content Sites in accordance with the Order. Premium positions are not cancellable once published.

3.2 Contract Term & Renewal. Unless otherwise stated in the Order, Content Listing placements run for one (1) year (the “Initial Term”). The Agreement will automatically renew for successive one-year terms at the then-current rate unless either party provides written notice of non-renewal at least thirty (30) days before the end of the then-current term. AJR will issue an invoice for the renewal term, which shall constitute notice of renewal.

3.3 Right to Reject or Remove. AJR reserves the right, in its sole discretion, to reject, remove, or suspend any Customer Materials that it deems objectionable, unlawful, or unsuitable for the Content Sites.

4. DIGITAL MEDIA SERVICES (PROGRAMMATIC, PAID SEARCH & SOCIAL, ETC.)

4.1 Media Buying. AJR will plan, purchase, and optimize media placements on third-party platforms as set forth in the Order, subject to platform availability and acceptance.

4.2 No Guarantee. Unless expressly stated in an Order, AJR does not guarantee any particular number of impressions, clicks, conversions, or return on ad spend.

4.3 Platform Terms. All media placements are subject to the advertising policies, specifications, and terms of the applicable third-party platforms, which are incorporated by reference.

4.4 Reporting. AJR will provide standard performance reporting as described in the Order or in Exhibit A.

5. USAGE RESTRICTIONS & CUSTOMER OBLIGATIONS

5.1 Compliance. Customer will use the Services only in compliance with this Agreement and all applicable laws and regulations, including data privacy laws.

5.2 Indemnity for Content. Customer represents and warrants that it possesses all rights necessary to publish the Customer Materials and will defend, indemnify, and hold harmless AJR and its affiliates from any claim arising from the Customer Materials.

6. PAYMENT TERMS

6.1 Fees. Fees and budget amounts are set forth in the Order. AJR may adjust platform pass-through costs (e.g., CPMs, CPCs) upon thirty (30) days' written notice.

6.2 Invoicing & Due Date. AJR will invoice (a) Content Listing placements in the month prior to publication; and (b) Digital Media Services either monthly in arrears or as otherwise stated in the Order. All invoices are due thirty (30) days from invoice date.

6.3 Late Payments. Past-due amounts accrue interest at one and one-half percent (1.5%) per month or the maximum legal rate, whichever is less. AJR may suspend Services for non-payment and recover reasonable collection costs, including attorneys' fees.

6.4 Government Agencies. Government customers agree to comply with the Texas Prompt Payment Act, Texas Government Code §2251.

7. TERM & TERMINATION

7.1 Term. This Agreement commences on the Effective Date and continues until all Orders have expired or been terminated.

7.2 Termination for Convenience. Either party may terminate an Order or the Agreement for any reason upon thirty (30) days' prior written notice, except that Content Listings already published and non-cancellable placements will be billed in full.

7.3 Termination for Cause. Either party may terminate the Agreement immediately for material breach (including non-payment) that remains uncured for ten (10) days after written notice.

7.4 Effect of Termination. Customer will pay for all Services rendered through the termination date. Sections which by their nature should survive (including confidentiality, indemnity, limitation of liability, and payment) will survive termination.

8. CONFIDENTIALITY & DATA

8.1 Confidential Information. Each party will safeguard the other party's Confidential Information using reasonable care and will use it only to perform under this Agreement. These obligations survive for three (3) years after disclosure.

8.2 Aggregate Data. AJR may collect and use aggregated or anonymized data relating to the Services for analytics, benchmarking, and product improvement, provided such data does not identify Customer or end users.

9. WARRANTIES & DISCLAIMERS

9.1 Mutual Warranty. Each party warrants that it has the authority to enter into this Agreement.

9.2 Service Warranty. AJR will perform the Services in a professional and workmanlike manner consistent with industry standards. Temporary interruptions may occur.

9.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES AND CONTENT SITES ARE PROVIDED “AS IS” WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

10. INDEMNIFICATION

10.1 By AJR. AJR will defend and indemnify Customer against third-party intellectual-property claims alleging that the Services infringe such rights, except to the extent the claim arises from Customer Materials or instructions.

10.2 By Customer. Customer will defend and indemnify AJR from claims arising out of Customer Materials, Customer’s violation of law, or misuse of the Services.

10.3 Procedure. The indemnified party must promptly notify the indemnifying party and provide reasonable cooperation and control of the defense.

11. LIMITATION OF LIABILITY

11.1 Exclusion of Certain Damages. EXCEPT FOR INDEMNITY OBLIGATIONS OR BREACH OF CONFIDENTIALITY, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS.

11.2 Cap on Liability. EXCEPT FOR PAYMENT OBLIGATIONS, EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO AJR FOR THE SERVICES GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE EVENT.

12. GENERAL PROVISIONS

12.1 Assignment. Neither party may assign this Agreement without the other party's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets.

12.2 Independent Contractors. The parties are independent contractors. Nothing herein creates a partnership or joint venture.

12.3 Notices. All notices must be in writing and will be deemed delivered when sent by confirmed email or by nationally recognized overnight courier to the addresses in the Order.

12.4 Governing Law & Venue. This Agreement is governed by the laws of the State of Texas, without regard to its conflict-of-laws rules, and the parties consent to exclusive jurisdiction in the state and federal courts located in Montgomery County, Texas.

12.5 Entire Agreement. This Agreement, together with all Orders and Exhibits, constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral. Any amendment must be in writing and signed by both parties.

12.6 Severability. If any provision is held invalid, the remaining provisions will remain in full force and effect.

12.7 Force Majeure. Neither party is liable for delays due to causes beyond its reasonable control, including acts of God, war, terrorism, labor disputes, government action, or Internet disturbance.

EXHIBIT A – SERVICE DESCRIPTIONS & SUPPORT

A-1 Content Listing Services. AJR will create and/or publish Customer profile pages, articles, images, video, and banner ads on the Content Sites in accordance with the Order. Customer will be granted up to two (2) rounds of revisions per content item.

A-2 Digital Media Services. AJR will manage programmatic campaigns including strategy, audience targeting, trafficking, optimization, and reporting per Order. Reporting will be delivered within ten (10) business days following each monthly flight.

A-3 Support. Standard support is available Monday through Friday, 9:00 a.m. – 5:00 p.m. Central Time, excluding U.S. federal and Texas holidays. Support channels include email and phone as listed on AJR’s website.

ACKNOWLEDGEMENT

By signing an Order that references these Terms, Customer and AJR agree to be bound by this Agreement.