PAID MEDIA MARKETING SERVICES AGREEMENT

Google Ads • Facebook & Instagram Ads • Shrewsbury, MA | Confidential

1. PARTIES

This Paid Media Marketing Services Agreement (**"Agreement"**) is entered into as of _____ (**"Effective Date"**) by and between:

Aurora Web Designs, with a principal place of business in Shrewsbury, MA (**"Agency"**), and

_____ (**"Client"**), located at _____.

Collectively referred to herein as the "Parties."

2. SCOPE OF SERVICES

2.1 Included Services

Subject to Client's payment and compliance with this Agreement, Agency agrees to provide the following paid media management services (**"Services"**) as selected below. Services shall be further described in a written Project Proposal or Statement of Work (**"SOW"**) incorporated herein by reference.

Check all that apply:

☐ Google Ads Campaign Management (Search, Display, Shopping, YouTube, Performance Max)
☐ Facebook & Instagram Ads Management (Meta Ads Platform)
☐ Paid Media Strategy & Audience Research
☐ Ad Copywriting & Creative Direction
☐ Landing Page Recommendations (design/build not included unless separately contracted)
☐ Conversion Tracking Setup & Management
☐ Monthly Reporting & Performance Analysis
☐ Other: _____

2.2 Platforms

Agency will manage campaigns on the following third-party platforms on Client's behalf:

- Google Ads (ads.google.com) — governed by Google's Advertising Policies and Terms of Service
- Meta Ads Manager (Facebook / Instagram) — governed by Meta's Advertising Policies and Terms of Service

Client acknowledges that these platforms are owned and operated by independent third parties (Google LLC and Meta Platforms, Inc.) over whom Agency has no control. Agency does not guarantee platform availability, policy stability, or advertising eligibility on any platform.

2.3 Services Not Included

Unless explicitly listed in a signed SOW or addendum, the following are NOT included in this Agreement:

- Organic social media management or SEO
- Website design, development, or hosting
- Email marketing or CRM setup
- Graphic design beyond basic ad creative direction
- Video production
- Third-party tool subscriptions (e.g., landing page builders, call tracking software)

3. ADVERTISING BUDGET & AD SPEND

3.1 Client-Owned Ad Spend

IMPORTANT: Advertising budget (ad spend) paid directly to Google or Meta is SEPARATE from and in ADDITION to Agency management fees. Agency fees do not include any ad spend.

Client is solely responsible for funding its own advertising accounts on Google Ads and Meta Ads Manager. Ad spend goes directly from Client to the respective platform. Agency does not collect, hold, or pass through ad spend funds on Client's behalf unless expressly agreed in writing.

3.2 Recommended Monthly Ad Budget

- Google Ads: $_____ per month (minimum recommended: $_____)
- Facebook / Instagram Ads: $_____ per month (minimum recommended: $_____)
- Total Combined Budget: $_____ per month

Client understands that ad budgets below the recommended minimums may significantly limit campaign reach, data collection, and performance optimization. Agency is not responsible for underperformance resulting from insufficient ad budgets.

3.3 Budget Changes

Client may adjust its ad budget at any time by providing written notice to Agency. Agency will implement approved budget changes within three (3) business days. Significant budget reductions may require adjustments to campaign strategy and deliverables and may affect campaign performance. Agency shall not be held liable for any performance degradation resulting from Client-directed budget changes.

3.4 Billing Directly by Platforms

Client authorizes Agency to set up and manage advertising accounts on Client's behalf. Client agrees to maintain valid payment methods on file with Google and Meta at all times. Agency is not responsible for campaign interruptions caused by failed payments, billing holds, or account restrictions imposed by the platforms.

4. AGENCY FEES AND PAYMENT TERMS

4.1 Fee Structure

Client agrees to pay Agency the following management fees, separate from and in addition to all ad spend:

- Setup / Onboarding Fee: $_____ (one-time, due upon signing, non-refundable)
- Monthly Management Fee — Google Ads: $_____ per month
- Monthly Management Fee — Meta Ads: $_____ per month
- Monthly Management Fee — Combined Package: $_____ per month
- Performance Fee (if applicable): _____% of ad spend over $_____/month threshold

Alternatively, Agency may charge a percentage of ad spend as the management fee model, as specified in the Project Proposal. The applicable fee model shall be confirmed in writing in the signed SOW.

4.2 Payment Terms

- Monthly management fees are invoiced on the 1st of each month and due within seven (7) calendar days of invoice date.
- The first month's fee is due upon execution of this Agreement.
- Payments shall be made via _____ [ACH / check / credit card / other].
- All fees are non-refundable once the applicable service period has commenced.

4.3 Late Payments

- A late fee of $25.00 will be assessed for payments not received within seven (7) days of the due date.
- Agency reserves the right to pause or suspend all campaign management immediately upon payment becoming more than seven (7) days past due.
- Agency is not liable for any ad spend waste, performance degradation, or missed opportunities resulting from a suspension triggered by Client's failure to pay.
- Services may be terminated if payment is not received within fifteen (15) days of the due date. See Section 11 for termination consequences.

4.4 Fee Adjustments

Agency may adjust its management fees upon thirty (30) days' written notice. Client's continued engagement of Services after the effective date of such adjustment constitutes acceptance.

5. CAMPAIGN SETUP AND ONBOARDING

- Agency will require access to Client's existing Google Ads and/or Meta Business Manager accounts, or will create new accounts on Client's behalf.
- Client agrees to grant Agency administrative or manager-level access to all relevant ad accounts, Google Analytics, Google Tag Manager, Facebook Pixel, and any other platforms reasonably required to perform the Services.
- Client represents and warrants that it has the authority to grant such access and that all accounts are in good standing and compliant with platform terms.
- Agency will configure conversion tracking, audience targeting, and campaign structures as deemed appropriate in Agency's professional judgment, in alignment with the agreed strategy.
- Onboarding and setup are expected to take approximately _____ business days following execution and receipt of all required access credentials.

6. ADVERTISING ACCOUNT OWNERSHIP

6.1 Client Owns the Ad Accounts

CLIENT OWNS THE AD ACCOUNTS: Client retains full ownership of its Google Ads account(s) and Meta Business Manager / Ad Account(s) at all times. This Agreement does not transfer ownership of ad accounts to Agency.

Upon termination of this Agreement, Client retains access to its advertising accounts, including all historical campaign data, audiences, and creative assets stored within those platforms. Agency will remove its access within five (5) business days of the termination date.

6.2 Agency Work Product Within Accounts

Notwithstanding the above, Agency retains all rights to:

- Proprietary campaign structures, frameworks, and methodologies developed by Agency
- Custom audience strategies, keyword research documents, and ad copy templates created outside of the platform accounts
- Internal reports, analysis documents, and strategic deliverables

Client may retain copies of any reports or creative materials delivered to Client during the engagement. Agency's proprietary internal processes and templates remain Agency's intellectual property.

7. CLIENT OBLIGATIONS

Client agrees to:

- Provide timely access to all ad accounts, pixels, analytics, and other required platforms.
- Ensure its Google Ads and Meta ad accounts are funded with sufficient budget at all times to avoid campaign interruptions.
- Review and approve ad creative, copy, and strategy within five (5) business days of Agency's submission. Failure to respond within this window constitutes approval.
- Promptly notify Agency of any business changes that may affect campaigns, including new products, services, promotions, pricing changes, or geographic expansions.
- Ensure all products, services, and landing pages advertised comply with Google's Advertising Policies and Meta's Advertising Policies.
- Not make unauthorized changes to campaigns, ad sets, or account settings without prior written notice to Agency. Unauthorized changes may void Agency's performance commitments and will not be credited toward any performance benchmarks.
- Not engage a competing paid media agency to manage the same ad accounts or platforms during the term of this Agreement without prior written disclosure to Agency.

8. CREATIVE ASSETS AND AD CONTENT

8.1 Client-Provided Assets

Client is responsible for providing legally owned or licensed images, videos, logos, brand guidelines, and other creative assets necessary for ad production. Client represents and warrants that all such assets:

- Are owned by Client or properly licensed for commercial advertising use
- Do not infringe upon any third-party copyright, trademark, or right of publicity
- Comply with all applicable advertising standards and regulations

Client agrees to indemnify and hold Agency harmless for any claims arising from Client-provided creative assets.

8.2 Agency-Produced Creative

Where Agency produces ad copy, creative direction, or ad creative on Client's behalf:

- Such creative is produced as a work for hire within the scope of the Services and may be used by Client during the term of this Agreement.
- Agency retains the right to use samples of ad creative in its portfolio and marketing materials unless Client objects in writing at signing.
- Requests for custom graphic design, video editing, or photography beyond basic ad copy are out of scope and will be quoted separately.

8.3 Platform Policy Compliance

Agency will make reasonable efforts to ensure ad content complies with applicable platform policies. However, Agency cannot guarantee platform approval of any ad and is not liable for ads rejected, restricted, or removed by Google or Meta due to policy violations arising from Client's products, services, claims, or industry category.

9. PERFORMANCE, REPORTING, AND NO-GUARANTEE DISCLAIMER

9.1 Reporting

Agency will provide Client with monthly performance reports covering key metrics including, but not limited to, impressions, clicks, click-through rate (CTR), cost per click (CPC), conversions, cost per conversion, and return on ad spend (ROAS) where trackable. Reports will be delivered within _____ business days following the close of each calendar month.

9.2 No Performance Guarantees

IMPORTANT — NO PERFORMANCE GUARANTEES: Agency makes NO guarantees of specific results, including but not limited to: leads generated, sales, revenue, ROAS, conversion rates, cost per lead, click-through rates, or ad platform approval. Paid advertising results are inherently variable and depend on factors outside Agency's control.

Factors that affect performance and are outside Agency's control include, without limitation:

- Advertising market competition and auction dynamics
- Platform algorithm changes by Google or Meta
- Client's website quality, speed, and conversion rate
- Client's pricing, offers, and product-market fit
- Seasonal demand fluctuations
- Client's ad budget relative to market conditions
- Platform policy changes or account restrictions

Agency commits to applying professional skill, diligence, and industry best practices. Past performance on other accounts does not guarantee future results for Client.

9.3 Optimization Period

Client acknowledges that paid media campaigns typically require an initial optimization period of _____ days to _____ days during which data is collected, audiences are refined, and campaigns are adjusted. Performance during this initial period may not be representative of steady-state performance. Agency is not responsible for results during this optimization period.

10. PLATFORM POLICY COMPLIANCE AND ACCOUNT RISK

10.1 Platform Independence

Google LLC and Meta Platforms, Inc. are independent third parties. Agency has no control over their advertising policies, account review processes, enforcement decisions, or algorithm changes. Agency is not affiliated with, endorsed by, or an agent of Google or Meta.

10.2 Account Suspensions

Client acknowledges that advertising accounts may be suspended, restricted, or permanently banned by Google or Meta at any time for reasons including but not limited to:

- Policy violations related to Client's products, services, or advertised claims
- Payment failures or billing issues on Client's accounts
- Prior account history, associated accounts, or business verification issues
- Industry-specific restrictions (e.g., financial services, healthcare, legal, real estate)

Agency is not liable for any account suspension, restriction, or termination imposed by Google or Meta. Agency will make commercially reasonable efforts to assist Client in resolving platform-initiated issues, but cannot guarantee reinstatement of any suspended account.

10.3 Client's Compliance Responsibility

Client is solely responsible for ensuring that its business, products, services, landing pages, and advertising claims comply at all times with:

- Google Ads Policies (policies.google.com/technologies/ads)
- Meta Advertising Policies (www.facebook.com/policies/ads)
- All applicable federal, state, and local laws and regulations
- FTC guidelines on advertising disclosures and endorsements

Any account suspensions or ad disapprovals resulting from Client's non-compliance do not constitute a breach by Agency and do not entitle Client to a refund of management fees.

11. TERM AND TERMINATION

11.1 Initial Term

This Agreement shall commence on the Effective Date and continue for an initial term of _____ months (the **"Initial Term"**), after which it shall automatically renew on a month-to-month basis unless terminated as provided herein.

Client acknowledges that paid media campaigns require time to build momentum and that early termination during the Initial Term may limit the effectiveness of work performed. The setup / onboarding fee is non-refundable under all circumstances.

11.2 Termination for Convenience

After the Initial Term, either Party may terminate this Agreement for any reason upon thirty (30) days' prior written notice to the other Party. Management fees accrued through the notice period remain due and payable.

11.3 Termination for Cause by Agency

Agency may terminate this Agreement immediately, without notice, upon:

- Client's failure to pay any amount due within fifteen (15) days of the due date
- Client's material breach of any provision of this Agreement
- Client's direction to run advertising that violates platform policies or applicable law
- Client's insolvency, bankruptcy filing, or assignment for the benefit of creditors
- Abusive, harassing, or threatening conduct directed at Agency or its personnel

11.4 Effect of Termination

Upon termination or expiration of this Agreement:

- Agency will cease active campaign management on the termination effective date.
- Agency will remove its manager-level access to Client's ad accounts within five (5) business days.
- All outstanding fees and any accrued late charges become immediately due and payable.
- All fees paid prior to termination are non-refundable, including the setup fee and any monthly fees for the current billing period.
- Agency has no obligation to provide campaign files, internal strategy documents, keyword lists, or proprietary frameworks upon termination. Client retains access only to what is stored within its own platform accounts.

12. INTELLECTUAL PROPERTY

Each Party retains ownership of its respective pre-existing intellectual property. As between the Parties:

- Client owns all content, trademarks, logos, and marketing materials it provides to Agency.
- Agency owns all proprietary methodologies, frameworks, processes, templates, and tools it uses to deliver the Services, regardless of whether they are used within Client's ad accounts.
- Ad creative, copy, and campaign reports delivered to Client during the engagement may be used by Client for its own business purposes. Agency retains the right to use anonymized performance data and creative samples for portfolio and marketing purposes unless Client objects in writing.

Client grants Agency a non-exclusive, royalty-free license to use Client's trademarks, brand assets, and content solely to perform the Services during the term of this Agreement.

13. CONFIDENTIALITY

Each Party agrees to hold the other's Confidential Information in strict confidence and not disclose it to any third party without prior written consent. "Confidential Information" includes, without limitation: campaign data, ad account performance metrics, business strategies, pricing, customer lists, and financial information.

This obligation survives for three (3) years following termination of this Agreement.

Agency may disclose anonymized, aggregated performance benchmarks for general industry purposes without identifying Client.

14. WARRANTIES DISCLAIMER

SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- Any guarantee of leads, conversions, sales, revenue, or return on ad spend
- Guarantees of ad approval on Google or Meta
- Warranties of uninterrupted campaign performance or platform availability
- Merchantability or fitness for a particular purpose

Client acknowledges that it has not relied upon any promises, projections, or representations regarding advertising performance that are not expressly set forth in this Agreement.

15. INDEMNIFICATION

Client agrees to defend, indemnify, and hold harmless Agency and its officers, employees, agents, and contractors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Client-provided content, creative assets, or advertising claims that infringe third-party rights or violate applicable law
- Client's violation of Google's or Meta's advertising policies
- Client's products, services, or business practices
- Client's breach of any representation, warranty, or obligation under this Agreement
- Any claims by Client's customers arising from advertising content approved by Client

16. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

- Agency's total cumulative liability to Client for any and all claims arising under or related to this Agreement shall not exceed the total management fees (excluding ad spend) paid by Client during the three (3) calendar months immediately preceding the event giving rise to the claim.
- IN NO EVENT SHALL AGENCY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO: LOST PROFITS, LOST AD SPEND, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, OR REPUTATIONAL HARM, EVEN IF AGENCY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- Agency is not liable for ad spend wasted due to platform issues, algorithm changes, account suspensions, or Client-directed budget decisions.
- Agency is not liable for third-party platform outages, policy changes, or technical failures on Google's or Meta's platforms.

17. FORCE MAJEURE

Neither Party shall be liable for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to: acts of God, platform outages, algorithm changes imposed by third-party platforms, cyberattacks, government orders, pandemics, or internet infrastructure failures. The affected Party shall provide prompt written notice and use commercially reasonable efforts to resume performance.

18. NON-SOLICITATION

During the term of this Agreement and for twelve (12) months following its termination or expiration, Client agrees not to, directly or indirectly:

- Solicit, hire, engage, or contract with any employee, contractor, or subcontractor of Agency who was involved in the performance of Services under this Agreement.
- Encourage or induce any such individual to terminate or reduce their relationship with Agency.

A breach of this provision will cause Agency irreparable harm. Agency shall be entitled to seek injunctive relief in addition to any other available remedies.

19. MUTUAL REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that:

- It has full legal authority to enter into and perform this Agreement.
- This Agreement does not conflict with any other agreement to which it is a party.
- It will comply with all applicable laws and regulations in performing its obligations.

Client additionally represents and warrants that:

- Its business, products, and services are lawful and properly licensed in all jurisdictions where they are advertised.
- Its advertising claims are truthful, substantiated, and compliant with FTC guidelines.
- It has not been permanently banned from advertising on Google or Meta prior to entering this Agreement. Client agrees to disclose any prior platform bans or restrictions before signing.

20. DISPUTE RESOLUTION

20.1 Informal Resolution

Before initiating formal proceedings, the Parties agree to attempt in good faith to resolve any dispute through direct written communication within fifteen (15) business days of the dispute arising.

20.2 Mediation

If informal resolution fails, the Parties agree to participate in non-binding mediation administered by a mutually agreed-upon mediator in Worcester County, Massachusetts, at shared cost.

20.3 Binding Arbitration

If mediation fails within thirty (30) days, the dispute shall be resolved by binding arbitration administered by JAMS or the American Arbitration Association (AAA) under its Commercial Arbitration Rules, in Worcester County, Massachusetts. The arbitrator's decision shall be final and enforceable in any court of competent jurisdiction.

20.4 Emergency Relief Exception

Either Party may seek emergency injunctive or equitable relief in a court of competent jurisdiction without waiving its right to arbitration.

20.5 Prevailing Party Fees

In any arbitration or litigation arising from this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

21. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles. Subject to Section 20, any action arising under this Agreement shall be brought exclusively in the state or federal courts located in Worcester County, Massachusetts.

22. DATA, PRIVACY, AND TRACKING COMPLIANCE

- Client is solely responsible for ensuring its website, landing pages, and advertising comply with all applicable data privacy laws, including but not limited to the Massachusetts Data Privacy Law (M.G.L. c. 93H), GDPR (if applicable), CCPA (if applicable), and any platform-specific data use policies.
- Client is responsible for maintaining an accurate, legally compliant privacy policy on its website that discloses the use of tracking technologies, including Google Tags, Meta Pixel, and retargeting cookies.
- Agency will implement tracking pixels and tags as reasonably required to perform the Services. Client acknowledges that such tracking is standard industry practice and consents to such implementation.
- Client agrees to obtain all legally required consents from its website visitors for the use of tracking and retargeting technologies.

23. INDEPENDENT CONTRACTOR

Agency is an independent contractor and not an employee, partner, joint venturer, or agent of Client. Agency retains sole control over the manner and means of performing the Services. Nothing in this Agreement creates any employment, partnership, or agency relationship between the Parties. Agency is not an authorized representative of Google LLC or Meta Platforms, Inc.

24. ENTIRE AGREEMENT

This Agreement, together with any signed Project Proposal, Statement of Work, or addendum, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, negotiations, representations, and understandings, whether oral or written. No prior drafts shall be used in the interpretation of this Agreement.

25. AMENDMENTS

This Agreement may not be amended, modified, or supplemented except by a written instrument signed by authorized representatives of both Parties.

26. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

27. WAIVER

No failure or delay by either Party in exercising any right under this Agreement shall operate as a waiver of that right. A single or partial exercise of any right shall not preclude further exercise of that right.

28. NOTICES

All notices under this Agreement shall be in writing and delivered by: (a) email with confirmed receipt, (b) overnight courier, or (c) certified mail, return receipt requested. Notice is effective upon confirmed delivery.

29. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in counterparts. Electronic signatures (including via DocuSign or HelloSign) are valid and binding to the same extent as original signatures.

30. SIGNATURES

By signing below, each Party acknowledges that it has read, understood, and agrees to be bound by all terms and conditions of this Agreement, including the disclaimer that Agency makes no guarantees of advertising performance.

AURORA WEB DESIGNS ("Agency")

_____
Authorized Signature

_____
Printed Name

_____
Title

_____
Date

CLIENT

_____
Authorized Signature

_____
Printed Name

_____
Title / Role

_____
Business Name

_____
Business Address

_____
Date

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