

insideARM LLC Agreement for Client-Submitted Content

6010 Executive Blvd. Suite 802, Rockville, MD 20852

This signed agreement may be scanned and emailed to editor@insidearm.com or faxed to 240-499-3807.

Client hereby acknowledges and agrees to be bound by the terms stated below:

Client:

Client Representative:

Title:

Phone:

Signature of Client representative:

Date:

email:

Check one: Single EXECUTIVE CHANGE press release insertion on insideARM.com -- \$100

Single COMMERCIAL ANNOUNCEMENT press release insertion on insideARM.com -- \$200

12-month COMMERCIAL (up to 10 press releases) insertion package on insideARM.com -- \$1,000

Payment information

Billing address

Name on card

Card Type AMEX MC Visa

Card Number

Exp. Date

TERMS AND CONDITIONS FOR CLIENT-SUBMITTED CONTENT

You are responsible for the content and accuracy of all content (Content) submitted by you to insideARM LLC (IA). IA cannot be responsible for verifying facts contained in Content.

IA reserves the right (i) to reject or edit Content, provided that substantive edits to the Content will not be done without your consent; and (ii) to remove any Content from its site or deny approval to any Content. IA can only remove Content from its own site and IA makes no representation or warranty regarding the removal of Content from sites not under the control of IA.

IA endeavors to publish submitted Content accurately. Any inadvertent errors by IA will be corrected promptly upon discovery, without additional charge, and such obligation to correct shall constitute the sole liability of IA in this regard.

IA does not warrant either specific timing or placement of any Content, nor pick-up by third parties of any Content on its site or publications.

You represent and warrant to IA that (i) you have the right to deliver the Content to IA, (ii) you will comply with all applicable laws, rules and regulations, including but not limited to the Children’s Online Privacy Protection Act of 1998 and laws relating to “spam”, (iii) Content will not contain any content that is obscene, libelous, slanderous or otherwise defamatory, false or misleading or which violates any Copyright, right of privacy or publicity or other right of any person.

Liability and Indemnification

IA’s entire liability for damages for any claims arising under or in connection with your submission of Content, regardless of the cause of action, whether in contract or in tort (including without limitation, breach of warranty and negligence claims) shall be limited to your actual direct damages, not to exceed the amounts actually paid by you to IA for Client-Submitted Content during the twelve months immediately preceding the month in which the cause of action arose. IN NO EVENT SHALL IA HAVE ANY LIABILITY TO YOU FOR ANY CLAIMS OR DEMANDS OF THIRD PARTIES OR ANY LOST PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOST SAVINGS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IA will indemnify (“Indemnitor”) and hold you (“Indemnitee”) harmless against any claim or demand by a third party, including without limitation reasonable attorney’s fees, alleging that IA infringes any intellectual property right under the laws of the United States of a third party. You shall indemnify (“Indemnitor”) and hold harmless IA (“Indemnitee”), its affiliated companies and its third party vendors, from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable attorney’s fees) arising out of or relating to any breach by you of any representations and/or warranties contained herein or otherwise arising out of or relating to the Content.

Indemnification is conditioned upon the following: (i) the Indemnitee promptly notifying the Indemnitor of any claim; (ii) the Indemnitor having sole control of the defense and all related settlement negotiations; and (iii) the Indemnitee cooperating, at the Indemnitor’s expense, in the defense and furnishing the Indemnitor with all related evidence in its control.

Payment

Payments must be made by credit card (AMEX, Mastercard or Visa).

Miscellaneous

By signing this Agreement you agree to be bound by these terms and conditions. If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions. Should you violate these terms and conditions or any other rights of IA, IA reserves the right to pursue any and all legal and equitable remedies against you, including, without limitation, ceasing to publish your submitted Content.

You acknowledge and agree that you and IA are independent contractors, and nothing herein shall be construed to create a partnership, joint venture, agency or employment relationship. Neither party has authority to enter into agreements of any kind on behalf of the other and neither party shall be considered the agent of the other.

You shall not hold yourself out in any way as sponsored by, affiliated with, or endorsed by IA or its subsidiaries or affiliates. You agree not to (i) defame or disparage IA, its trademarks or its publications.

IA reserves the right to modify these terms and conditions at any time.