

# STYLE Campaign

## 1: Introduction

This Statement of Work (“SOW”) is dated November 5<sup>th</sup>, 2013 (“Effective Date”) by and between am-pm (“Customer”) and Style Campaign (“Company”).

Style Campaign is an email creative company. Customer desires to receive certain services identified in this SOW.

## 2: Professional Services, Deliverables and Timing

Style Campaign will provide the following Professional Services in order to launch the email templates listed in the Deliverables section (2B):

### A: Professional Services

- 1) Design: Support am-pm in the design of two responsive email templates for Chanel: ‘EDM1 and EDM2’.
- 2) Coding: program the two email templates.
- 3) Testing: QA in device lab to ensure rendering across major mobile and desktop email clients.
- 4) 17 identical language translations for each of the three EDMs.
- 5) EDM3 update based on existing templates.

### B: Deliverables

- 1) 18 HTML email builds for EDM1, EDM2, and EDM3. Along with any supporting image assets.

## C: Timeline

Total estimated time required to successfully complete the deliverables is three months, by November 4th.

## 3: Joint Accountabilities

Customer will be responsible for providing:

- 1) Creative assets such as imagery, logo and copy.
- 2) Feedback and approvals in a timely manner, in accordance with production schedules

Style Campaign will be responsible for:

- 1) Deliverables listed above in Section 2B
- 2) Adhering to all schedules, providing updates and progress reports upon request

## 4: Fees

Below is the estimate for each Deliverable. Client will be notified if any single deliverable is anticipated to go over estimate.

## Three EDM emails

Description	Cost
EDM1 and EDM2 - design, coding and consulting.	\$15,000
EDM1 - 17 language builds (\$200 each)	\$3,400
EDM2 - 17 language builds (\$200 each)	\$3,400
EDM3 - coding Plan A and Plan B.	\$3,000
EDM3 - language builds 36 language builds	\$3,400

**Total: \$28,200 US Dollars**

Full payment is due immediately on delivery of invoice.

## 5: Other Terms and Conditions

### A: Changes / Modifications

Changes or modification of this SOW must be approved by both parties in writing.

### B: Additional Expenses

If required by Customer, Style Campaign additionally invoices third party expenses not specified in this SOW such as courier expenses, high-end color output and proofs.

### C: Cancellation

Customer reserves the right to cancel this SOW at any time by providing written notice. In the event of termination by Customer, Style Campaign shall be compensated for the services performed through the date of termination in the amount of the greater of (i) any advance payments (ii) a prorated portion of Deliverables performed as deemed by Style Campaign.

### D: Confidentiality

In performance of this SOW, the parties may be exposed to or provided with certain Confidential Information of the other party. Confidential Information means any information that is of value to its owner, or is required to be kept confidential by contract or otherwise, and is treated as confidential, that is disclosed by or on behalf of the discloser or otherwise directly or indirectly obtained from the discloser.

Confidential Information includes but is not limited to the following: trade secrets, proprietary information, technical processes and formulas, object code, documentation, benchmark and performance test results, product designs, any sales, cost and other unpublished financial information, product and business plans, projections and marketing data, and the pricing, terms and conditions (but not the existence) of this SOW. Confidential Information does not include information (i) generally known to the public through no act or omission of recipient; (ii) independently developed by the recipient without use of or reference to the discloser's Confidential Information; and (iii) obtained by recipient from any third party not owing any confidentiality obligation to the discloser. Each party will protect the other's Confidential Information from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own Confidential Information, but in no event less than a reasonable amount of care. Except as required by law, neither party will use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this SOW and as may be required to report to its affiliates' legal and financial advisors. Except as otherwise expressly set forth in this SOW, neither party will disclose to third parties the other's Confidential Information without prior written consent of the other party. The responsibilities under this Section shall continue for three years after the Deliverables are provided to the Customer for Confidential Information that is not a trade secret under law and for trade secrets shall continue for so long as such Confidential Information remains a trade secret.

## E: Warranty of Originality

Customer represents and warrants to Style Campaign that Customer owns all right, title, and interest in, or otherwise has full right and authority to permit the use of the Customer's content provided to Style Campaign in performance of this SOW and to the best of the Customer's knowledge, Customer content does not infringe the rights of any third party.

## F: Assignment of Intellectual Property

Style Campaign agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes and all other information and items made during the course of this Agreement and arising from services under this Agreement shall be and are assigned to Customer as its sole and exclusive property.

## G: Style Campaign Warranty

Style Campaign warrants that the applicable services will be performed in a good and workmanlike manner, consistent with generally accepted industry standards during and for a period of 30 days after providing Deliverables pursuant to this SOW. Customer shall promptly notify Style Campaign in writing if services fail to perform in accordance with this warranty. Style Campaign shall, after receipt of Customer's notice, re-perform the applicable services within a reasonable timeframe. If Style Campaign is unable to re-perform the services as warranted, Style Campaign shall refund any fees paid for the non-conforming services. The above remedy constitutes Style Campaign's sole and entire liability and Customer's exclusive remedies with respect to such warranties. Style Campaign shall not be obligated to correct any breach of the above warranties if Customer has not notified Style Campaign of the specific existence and nature of such breach promptly during the applicable warranty period. Without limiting the foregoing, Style Campaign does not warrant and is not responsible for (i) any third-party products not provided by Style Campaign, or (ii) services not provided solely by Style Campaign, its agents and subcontractors.

## H: Limitation of liability

Except as prohibited by law or for claims arising under section 5(d), the cumulative, aggregate liability of Style Campaign, its contractors, licensors and suppliers (including attorney's fees awarded under this sow) to customer, authorized users, and any other third parties for all claims, liabilities and damages arising out of or relating to this sow, including all its schedules, agenda

or amendments thereto, whether in contract, tort, or otherwise all not exceed the total fees paid by customer to Style Campaign as identified in section 4. Notwithstanding the provisions of this section, this SOW shall not limit the liability of either party for real or personal property damage or personal injury, including death, arising from the negligence of Style Campaign and Style Campaign employees acting in the course of their employment. The parties agree that the limitation and exclusions set out in this sow have been freely negotiated and that style campaign would not have entered into this sow without such limitations.

## I. Dispute Resolution

All disputes of every kind and nature between Customer and Style Campaign arising out of or in connection with this SOW, including construction, validity, interpretation, enforceability, or breach of this SOW, shall be addressed first in an informal dispute process. If an informal dispute process is unsuccessful in resolving a dispute, the dispute shall be submitted to binding arbitration pursuant to the then existing Commercial Arbitration Rules of the American Arbitration Association (“Rules”). The arbitration shall be conducted with a single arbitrator, selected in accordance with the Rules. Each party shall bear its own costs of arbitration. Arbitration hearings shall be conducted in California and the award rendered by the arbitrators shall be final and binding on all parties to the proceeding.

## J. Force Majeure

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this SOW due to any cause beyond the reasonable control of the party invoking this provision, the affected party’s performance shall be extended for the period of delay or inability to perform due to such occurrence, and provided further that the other party may terminate this SOW if such condition continues for a period of 90 days. This provision shall not apply to payment obligations.

## K. Non-solicitation

Customer and Style Campaign shall not hire any employee of the other as an employee, contractor or in any other capacity within twelve months from the last date such a person provided services in accordance with this SOW without the other party's written consent.

## L. Miscellaneous

This SOW shall bind and inure to the benefit of the parties hereto and their successors and assigns. This SOW shall be governed by the laws of the State of California, without reference to conflict of laws principles. This SOW contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all other written or oral agreements heretofore made by or on behalf of the parties with respect to the subject matter hereof. Any failure to enforce any provision of this SOW shall not constitute a waiver thereof or of any other provision hereof. This SOW may be executed in counterparts which taken together shall constitute one agreement. Facsimile signatures shall be deemed original signatures.



**IN WITNESS WHEREOF**, the parties have caused this SOW to be executed by their duly authorized representatives effective on the Effective Date.

Customer

Business

am-pm

Style Campaign

Approval Signature

Approval Signature

Printed Name

Printed Name

Title

Title

Date

Date