THE NATIONAL CENTER FOR MARINE ALGAE AND MICROBIOTA (NCMA)

WEBSITE ADVERTISING PACKAGE
2013
Expand your customer base to over 2000 contacts in 57 countries!
NCMA WEB SITE ADVERTISING AGREEMENT

A. ADVERTISER INFORMATION

Advertiser Name ("Advertiser"): __________________________________________

Advertiser Address: _______________________________________________________

Contact Name/Phone: _______________________________________________________

Contact E-mail: ____________________________________________________________

Company Website: __________________________________________________________

B. REQUESTED ADVERTISING SPECIFICATIONS

Please submit your ad creative 1 week prior to campaign start date

Email GIF of JPEG to syentsch@bigelow.org with the correct dimensions: See Exhibit A

Live clickthrough URL: ______________________________________________________

Alternative Text: ____________________________________________________________

Package Requested: _________________________________________________________

Three (3) months @$_____/mo.

Six (6) months @$_____/mo.

Twelve (12) Months @$_____/mo.

Start Date: _____________   End Date: _____________

NCMA website section to display (for single page ads):
☐ Algae  ☐ Bacteria  ☐ Growth Media  ☐ Seawater  ☐ Services  ☐ Education  ☐ Resources
THIS AGREEMENT, made and entered, effective as of the _____ day of ________, 2013, by and
between Bigelow Laboratory for Ocean Sciences, on behalf of the Provasoli-Guillard National
Center for Marine Algae and Microbiota, located at 60 Bigelow Drive, East Boothbay, ME 04544
(collectively, “BIGELOW”) and the Advertiser as specified above, with the address stated above.

WHEREAS, BIGELOW owns and operates a certain web site identified https://ncma.bigelow.org
(the “Web Site”); and

WHEREAS, Advertiser desires to have banner advertisements (“Advertisements”) placed on the
Web Site to promote its goods or services.

NOW, THEREFORE, BIGELOW and Advertiser agree as follows:

1. Scop[e of Services

BIGELOW will display Advertisements on the Web Site and other pages linked thereto.

2. Term and Termination

Unless terminated as provided herein, this Agreement shall extend during the period identified
above. Either party may terminate this Agreement with or without cause upon thirty (30) days’
written notice. Termination for breach will not alter or affect the terminating party’s right to
exercise any other remedies for breach.

3. Manner of Display and Acceptable Content Description of Advertisement Services

A. Until this Agreement is terminated according to its terms, the Advertisements will be
displayed on the pages of the Web Site as identified above, depending on the availability of
space. Advertisement(s) will appear on Web Site in areas designated by BIGELOW. In the event
multiple entities request the same position on the Web Site, then BIGELOW may, at its
discretion, enable a rotating bar allowing for more than one advertisement; this bar would
change with each page click or refresh by website viewers.

B. Advertiser will provide all artwork as well as link information for the Advertisements.
C. All Advertisements must conform to standards promulgated from time-to-time by BIGELOW. Any failure of an Advertisement or of the site linked thereto to conform to those standards will constitute a breach of this Agreement.

D. BIGELOW reserves all rights to determine whether artwork or other content submitted for the Advertisements is acceptable for use on the Web Site. BIGELOW may, in its sole discretion, refuse the use of any Advertisements.

E. Advertisements may contain: logo, slogan, individual company website link or other contact information customers may find necessary to use the service. Advertising may not contain: copy that is misleading, indecent, sexually explicit, libelous, unlawful or infringes on the rights of a third party.

4. Price and Payment

Advertiser will compensate BIGELOW for the Advertisements on the terms and times for payment set forth in Exhibit A. BIGELOW reserves the right to seek recovery of any overdue amounts from either or both Advertiser and any of its authorized advertising agents.

5. Relation of Parties

The performance by BIGELOW of its duties and obligations under this Agreement will be that of an independent contractor, and nothing in this Agreement will create or imply an agency relationship between BIGELOW and Advertiser, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

6. Warranty

The Advertiser warrants that its advertisement does not infringe on the copyright or other intellectual property rights of any third person, business or corporation. The Advertiser further warrants that its Advertisement does not contain any libelous or slanderous materials, does not invade anyone’s privacy, nor contain any obscenity. The Advertiser warrants that it has the unrestricted right to use all trademarks, service marks, logos, graphics, portraits, photographs, pictures and artwork contained in the Advertiser’s Advertisement. For sake of clarity, this Section 6 shall remain in effect after termination of this Agreement.
7. **Limited Warranty**

A. In the event of an error or omission caused by the BIGELOW, the BIGELOW will correct the Advertising within the usual time frame for updating the Web Site, after receiving notice from the Advertiser of the error or omission. Errors or omissions caused by any other party, including Advertiser shall be corrected upon payment of fee described herein. To avail itself of the correction remedy, the Advertiser must make a written claim of such an error or omission to BIGELOW. Where such error or omission is due solely to an action of the BIGELOW then the Advertisement placement shall extend at no additional charge for a period equal to the date of receipt by BIGELOW of notice of the error or omission until correction of the error or omission as described in the notice. The Advertiser shall not be entitled to any other compensation for such error or omission due to BIGELOW. The above limited remedies shall apply to all claims, causes of action, damages, fines, penalties or liabilities that the Advertiser may have against BIGELOW, including but not limited to, claims based on breach of contract, torts (such as negligence or recklessness) or product liability.

B. **EXCEPT FOR ANY WARRANTY EXPRESSLY MADE BY BIGELOW PURSUANT TO THIS AGREEMENT, BIGELOW HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, THE IMPLIED WARRANTY OF QUALITY OF ANY COMPUTER PROGRAMS, ANY AND ALL IMPLIED WARRANTIES OF INFORMATIONAL CONTENT AND ANY AND ALL WARRANTIES AS TO ANY EFFORT MADE TO ACHIEVE A PARTICULAR PURPOSE.** BIGELOW MAKES NO WARRANTY THAT THE WEB SITE IS FREE OF VIRUSES OR POTENTIALLY DAMAGING CODE.

C. Notwithstanding anything in this Agreement to the contrary, in no event will BIGELOW or its employees or agents be liable for any damages or expenses caused by system failure caused by any on-line service or computer system failure, or by any transmission, access or communication problems. Notwithstanding anything in this Agreement to the contrary, BIGELOW is not responsible for the quality of the Advertiser’s advertising to the extent that it may be affected by any operating systems, networks, independent display mechanisms or access to on-line services. In no event will BIGELOW be liable for any consequential, exemplary, incidental, punitive or special damages arising out of this Agreement, including, but not limited to, loss of profit, loss of data or the cost of any alternative forms of advertising, whether based on breach of contract, tort (including negligence or recklessness), product liability or otherwise, even if BIGELOW is informed in advance of the possibility of such damages. BIGELOW’s total
liability under this Agreement is limited to the payments received by BIGELOW from Advertiser hereunder for the current term of this Agreement only.

8. **Indemnification**

The Advertiser agrees to defend, hold harmless and indemnify BIGELOW, its employees and agents for any and all claims, causes of action, damages, demands, fines, liabilities and penalties arising out of the Advertiser’s breach of any warranty made by the Advertiser pursuant to this Agreement. The Advertiser further agrees to defend, hold harmless and indemnify BIGELOW for any and all claims, causes of action, damages, demands, fines, liabilities and penalties arising out of the Advertiser’s negligent or reckless acts or omissions arising out of this Agreement.

9. **No Approval or Endorsement By BIGELOW**

The Advertiser acknowledges that BIGELOW does not approve, endorse or sponsor any product or service contained in the Advertiser’s Advertisement. The Advertiser will not make any representation that BIGELOW approves, endorses or sponsors any of the Advertiser’s products or services. The Advertiser also understands that BIGELOW does not approve, endorse or sponsor any person or company used by the Advertiser for creative, design or other services, even if BIGELOW referred the Advertiser to such person or company. The Advertiser acknowledges that BIGELOW may publish advertising of any other entity in the Web Site. Nothing in this Agreement shall be construed to mean or imply that the Advertiser has any license to use any BIGELOW trademark, service mark, logo or trade name.

10. **Notice**

Any notice, consent or other communication hereunder shall be in writing and shall be deemed to have been duly given only if sent by means of registered or certified mail with postage prepaid to the addresses provided at the beginning of this Agreement.

11. **Entire Agreement**

This Agreement constitutes the entire Agreement between the parties respecting its subject matter, and supersedes all prior agreements, proposals, negotiations, representations and communications relating to the subject matter. There are no agreements, understandings,
representations, warranties or commitments, except as set forth herein. This Agreement may be amended only by an instrument in writing executed by the parties hereto.

12. Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

13. Waiver of Breach

The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party. All waivers must be in writing and signed by the party waiving its rights.

14. Governing Law

This Agreement shall be accepted and construed in accordance with the laws of the State of Maine with venue of any action or proceeding in Lincoln County, Maine.

15. Counterparts

This Agreement may be executed in more than one counterpart and each counterpart shall be construed as an original.

For Bigelow Laboratory for Ocean Sciences:

By: __________________________________________
Name: William Wilson, Ph.D.
Title: Director, Provasoli-Guillard National Center for Marine Algae and Microbiota

For Advertiser:

By: ________________________________
Name: ________________________________
Title: ________________________________
Exhibit A - Price and Payment Terms

2013 Rates

Packages:

A.) Medium Footer Ad (238 x 150 pixels): Located on the bottom of the homepage.

<table>
<thead>
<tr>
<th></th>
<th>3 months</th>
<th>6 months</th>
<th>12 months</th>
</tr>
</thead>
<tbody>
<tr>
<td>Homepage Only</td>
<td>$450/mo.</td>
<td>$400/mo.</td>
<td>$350/mo.</td>
</tr>
</tbody>
</table>

B.) Medium Sidebar Ad (243 x 300 pixels): Located on the left side of the page.

<table>
<thead>
<tr>
<th></th>
<th>3 months</th>
<th>6 months</th>
<th>12 months</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Page Only</td>
<td>$350/mo.</td>
<td>$300/mo.</td>
<td>$250/mo.</td>
</tr>
<tr>
<td>All Pages</td>
<td>$600/mo.</td>
<td>$550/mo.</td>
<td>$500/mo.</td>
</tr>
<tr>
<td>(Excluding Homepage)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

C.) Small Sidebar Ad (243 x 150 pixels): Located on the left side of the page.

<table>
<thead>
<tr>
<th></th>
<th>3 months</th>
<th>6 months</th>
<th>12 months</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Page Only</td>
<td>$300/mo.</td>
<td>$250/mo.</td>
<td>$200/mo.</td>
</tr>
<tr>
<td>All Pages</td>
<td>$500/mo.</td>
<td>$450/mo.</td>
<td>$400/mo.</td>
</tr>
<tr>
<td>(Excluding Homepage)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

D.) Footer Full Banner Ad (978 x 150 pixels): Located on the bottom of the page. One footer full banner ad is displayed on each deposit request form, product description, and checkout in addition to each webpage.

<table>
<thead>
<tr>
<th></th>
<th>3 months</th>
<th>6 months</th>
<th>12 months</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Pages and Forms</td>
<td>$800/mo.</td>
<td>$750/mo.</td>
<td>$700/mo.</td>
</tr>
<tr>
<td>(Excluding Homepage)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
2. All payments are to be made by credit card or by check written to “Bigelow Laboratory for Ocean Sciences” at the following address: Bigelow Laboratory for Ocean Sciences, Attention: Sara Yentsch, 60 Bigelow Drive, East Boothbay, ME 04544. Payment is due upon execution of this Agreement.

3. A completed and signed advertising contract and all artwork for advertisement and basic ad information/layout should be sent to the address in Item 2 above.

4. All information related to the Advertisement, including payment, must be received at least one (1) week prior to the start of the contract date. Once the advertisement is placed on the website, any changes, other than those caused by an error or omission by BIGELOW, will incur a $50 charge.

5. Advertising on https://ncma.bigelow.org is on a first-come, first-served basis.

6. If space is not available on a specific page due to official BIGELOW content, then it is up to BIGELOW's discretion if such space will be made available for advertising purposes. If BIGELOW design services are needed because of formatting issues, then there will be an additional, one-time charge of $100.