

## SUMMARY OF WORK

**Vaccine Hesitancy Campaign** is a Ready-Made Media Campaign for health organizations in need of an evidence-based campaign to outreach and communications support to promote COVID-19 vaccination and mitigation measures to individuals who do not plan to get vaccinated, remain hesitant to get vaccinated, or remain unsure about getting vaccinated. Vaccine Hesitancy Campaign offers a growing library of customizable content with creative elements necessary to deliver specific vaccine hesitancy messages tailored to your community. These campaign assets will point viewers to the Vax with Facts website, which is separately owned and operated by Rescue alone, that will further educate the public.

**License Term:** Six Months from Date of Materials Delivery

**Licensed Assets:** The following assets listed below will be provided to Sauk County, [Wisconsin](#).

**INVOICE WORK ORDER**

Rescue Agency Public Benefit, LLC  
2437 Morena Blvd.  
San Diego, CA 92110

**Rescue Rep:** Krysten Isaac  
**Email:** kisaac@rescueagency.com

**Advertiser Name:** Sauk County

**Bill To Name:** Sauk County

**Billing Address:**

505 Broadway  
Baraboo, WI 53913  
**Phone:** XXX-XXX-XXXXX

**Billing Contact Name:** Melissa Brandt

**Billing Phone:** XXX-XXX-XXXXX

**Billing Email:** melissa.brandt@saukcountywi.gov

**Billing**

**Billing Email:** melissa.brandt@saukcountywi.gov

**Agency Name:** Rescue Agency

**Contact Name:** Krysten Isaac

**Contact Email:** kisaac@rescueagency.com

Deliverable	Budget	Delivery Date	Description
General Management	\$5,500	Upon completion of deliverables	General management time includes executive oversight from Rescue's vaccine hesitancy team including Executive Creative Director, Jeff Jordan and Group Management Director, Krysten Isaac. General management time includes overall strategy, campaign development and production oversight, as well as leveraging pre-existing research from other campaigns to produce a high caliber campaign and impactful.
Account Management and Community Management	\$10,000	Upon completion of deliverables	This cost covers all account management time, community management support, and ongoing reports, as necessary to provide updates on the community management portion of the campaign.
Brand and Website License	\$5,000	Upon completion of website	Six-month license of Vax with Facts brand and website (currently in development), can be renewed for an additional \$3,500 for the remainder of the year.
Strategic Planning, Social Media Environmental Scan and Community Management Plan	\$3,000	Upon completion of deliverables	This cost covers strategic planning associated with a vaccine hesitancy social landscape environmental scan. Includes the cost of listening tools, monitoring, and dashboard setup. In addition, this cost covers the community management plan that will be implemented concurrent with a Message Package launch.
MP License	\$15,000	Upon completion of deliverables	Message Package license costs includes (1) new ready-made flight of creative for the Maybe Never audience. Includes production, casting and all licenses, ad development, and copywriting for a \$10K vaccine hesitancy and misinformation campaign effort. MP license is available for promoted use for up to 6 months. Renewal fee to extend throughout the entire year will cost an additional \$3,000.

Campaign Media Implementation and Reporting	\$11,500	Upon completion of deliverables	Costs to Sauk County Message Package license which will include a communications and media plan, new MP reporting, as needed as well as a final analysis of Message Package activity using Rescue's <a href="#">KPIs-key performance indicators</a> to gauge long-term behavior change. Rescues analytics team will ensure that Sauk County receives a 2-page summary demonstrating how media metrics that ladder back to key metrics and activity indicative of long-term behavior change and shifts in knowledge, attitudes, and beliefs to get vaccinated. Includes 15% commission.
Total Proposed Budget	\$50,000		

### Terms and Conditions

As of January 18, 2022 ("Effective Date"), in exchange for End User's payment of fifty thousand dollars (\$50,000) the Items and Materials ("Content") shall be provided to End User for a term of six (6) month(s) from the date of delivery. Notwithstanding anything to the contrary set forth herein or attached hereto, this Invoice Work Order is governed by the applicable terms and conditions located below.

### Payment Terms

Payment due within [thirty-fourty five \(3045\)](#) days of End User's signature of this invoice or within fifteen (15) days of the delivery of Content to End User, whichever date is sooner.

### End User Rescue Agency Public Benefit, LLC

*[Handwritten Signature]*

Signature:

Signature:

Agent's Name:  
Company: Sauk County

Vendor Name: Kristin Carroll, CEO  
Vendor Name: Rescue Agency

### TERMS AND CONDITIONS

These invoice terms and conditions ("Terms") are effective as of the date of the acceptance of this invoice ("Effective Date") and are entered into by and between Rescue Agency Public Benefit, LLC ("Rescue" or "Vendor") and Sauk County ("End User") for use of the stated items or materials ("Content.")

### BACKGROUND

- A. Rescue provides comprehensive behavior change marketing programs, which include developing content in support of strategic planning, outreach, marketing assets.

- B. End User is an organization focused on ~~tobacco prevention~~ vaccine hesitancy and public health and wishes to license certain creative content developed by Rescue in support of End User's campaigns.
- C. Rescue is willing to license certain of its creative content to End User in support of its campaigns in accordance with the terms and conditions set forth herein.

1. Invoice Terms Grant. Subject to these Terms, Rescue hereby grants to End User a limited, non-transferable, non-sublicensable, nonexclusive, revocable, royalty-free license to use the content identified in the above summary (including in certain instances, all modifications, derivative works and copies thereof, the "Content") within the United States solely in support of End User's Vaccine Hesitancy Campaign ("Authorized Campaign"). This license includes the limited right to copy the Content, to distribute the Content, and to publicly perform the Content, all in support of the Authorized Campaign and all in accordance with the terms of these terms.
2. Modification of Content. End User shall not unilaterally modify Content. End User may request Rescue to modify Content or co-brand Content with End User's own name, trademark, service mark, or partner's name or trademark. Rescue shall make itself available to assist End User with any Rescue permitted modifications to the Content per the terms of the Rescue's Creative Customizations agreement. End User must make a written request to Rescue for Content modification. Under normal circumstances, Rescue should respond to End User's Content modification request within ten (10) business days of submission with an estimate for completion.
3. Implementation Restrictions. In those instances when Rescue is involved with the implementation of media, End User shall not modify content in any way. In those cases when the End User is solely responsible for the implementation of Content, End User shall only change the technical specifications or sizing of Content solely as necessary to make it compatible with End User's materials (e.g. changing the asset size to fit specific media or the file format). End User may not obscure or modify any authorship, copyright notice, or other attributions within the Content. End User modifications exceeding resizing shall require written permission of Rescue.
4. Reservation of Rights. End User acknowledges that, as between the parties, Rescue is the sole and exclusive owner of the Content and of all intellectual property rights relating thereto, and of all goodwill arising therefrom. No right, title, or license is granted to the Content or to any of End User's intellectual property rights (including without limitation works of authorship, trade secrets, patent rights, copyrights, trademarks, service marks, and logos) except as expressly granted in the Invoice Work Order, and no licenses are granted by implication or estoppel, and Rescue reserves all of its rights. As between the parties, Rescue has the sole right to enforce its intellectual property rights against third parties and to protect and/or register its intellectual property rights, and End User may not undertake any action to enforce, protect or register such rights. End User shall notify Rescue promptly upon becoming aware of any actual or potential infringement of Rescue's intellectual property rights. If Rescue initiates legal proceedings against an infringer, End User shall cooperate with Rescue as requested and at Rescue's reasonable expense. Any recovery from such legal proceedings shall be retained by Rescue. Rescue reserves the rights to revoke all rights granted to End User if this Agreement is violated. All goodwill arising out of End User's use of the Content shall inure to the benefit of Rescue.
5. License Fee. End User shall pay to Rescue a license Cost referenced above for each duration of these terms (each an "License Fee"). The first License Fee is payable upon the Delivery Date, and each subsequent License Fee is payable no later than the end of the agreed upon duration. License Fees are paid in advance and are not refundable and End User may not offset, deduct or withhold any

amount from any License Fee. If End User does not pay a License Fee when due then Rescue may terminate these terms upon notice. End User has no right to use or distribute Content prior to paying the License Fee.

6. **Term.** These Terms shall commence on the Effective Date and, unless terminated earlier as provided herein, shall expire on the one (1) year anniversary of the Effective Date. The licensed material may be used for a term of six (6) months years from the time of delivery. If either party materially breaches these terms and does not cure such breach within thirty (30) days of receipt of notice thereof, then the other party may terminate these Terms upon thirty (30) day notice. At the termination of this agreement or if End User breaches Sections 1, 2, or 3 of this Agreement, then Rescue may terminate this Agreement without refund of Agreement cost and require End User to: Immediately return Content, halt all End User and third party campaign activities, and remove Content from all websites, social media, and remove print materials.
7. **Limitation of Liability.** Rescue is responsible for the verification of the Content's validity and Rescue is responsible for any liability associated with any use of said Content. The terms and conditions on the separately Rescue owned and operated website Vax with Facts shall clearly state it is unaffiliated with any state or department of health (i.e. Sauk County).
8. **Indemnification.** Rescue shall defend, indemnify, and hold harmless End User and its directors, officers, employees, and agents from and against any and all claims, actions, demands, suits and proceedings, and all related losses, liabilities, damages, fines, penalties, taxes, costs and expenses (including reasonable attorneys' fees) arising out of or relating to End User's negligence, violation of laws, misconduct, or breach of these terms.
9. **Notices.** Any notice or consent required or permitted to be given under these terms shall be deemed to have been given for all purposes hereunder if given in writing and delivered by commercial courier service, by prepaid registered mail, or by confirmed facsimile transmission, in each case addressed as follows:

If to Rescue  
Att: Kristin Carroll  
Title: Chief Executive Officer

If to End User:

Att: Rescue Agency Public Benefit  
Entity: LLC  
Address: 2437 Morena Boulevard San Diego, CA 92110

or to such other addresses for a party as such party shall designate by notice. Notices shall be deemed delivered upon receipt.

10. **Taxes.** End User shall pay all, and shall not be entitled to reimbursement from Rescue for the amount of any, excise, import, sales, use or other taxes or duties, or other charges or increases thereof due in connection with these terms.

11. **Governing Law: Jurisdiction.** These Terms shall be governed by the substantive laws of the State of ~~California~~ Wisconsin, without regard to conflicts of laws principles. ~~The state and federal courts located in San Diego, California shall have exclusive jurisdiction over any disputes arising under these~~



~~terms.~~ The United Nations Convention on Contracts for the International Sale of Goods shall not govern these terms, the performance of any obligations hereunder or any aspect of any dispute arising hereunder.

**12. Relationship of the Parties.** Neither party shall be considered the agent of the other for any purpose, and neither party has any authority to enter into any contracts or assume any obligations for the other or to make any warranties or representations on behalf of the other. Nothing in these terms shall be considered to establish a partnership or joint venture relationship between the parties.

**13. Construction.** These Terms may be amended only by means of a writing signed by both parties hereto. Except as otherwise provided in these terms, any failure of either party to comply with any obligation, representation, warranty, covenant, agreement or condition herein may be waived by the other party only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failures. These Terms constitutes the entire Terms between the parties with respect to the subject matter hereof and supersedes any prior or other agreements or understandings between the parties with respect thereto. Any part of these terms held to be invalid or unenforceable shall be deemed ineffective to the extent thereof without affecting the validity or enforceability of any other part of these terms. These Terms may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of copies of these terms and of signature pages hereto by facsimile or e-mail transmission shall constitute effective execution and delivery of these terms, and such copies may be used in lieu of the original Terms for all purposes. Signatures of the parties transmitted by facsimile or e-mail shall be deemed to be their original signatures for all purposes. The section and subsection headings contained in these terms are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of these terms.

**14. Assignment; Third-Party Rights.** Neither party may assign these Terms without the prior written consent of the other party, which consent shall not be withheld unreasonably; provided, however, that Rescue may assign these terms to an affiliate or any purchaser of all or substantially all of its assets or business to which these Terms relates, or pursuant to a similar change of control. Any assignment made in violation of the foregoing shall be null and void and of no force or effect. These Terms bind the parties' successors and permitted assigns. These Terms and its provisions are for the sole benefit of the parties to these Terms and their successors and permitted assigns and shall not give any person or entity any legal or equitable right, remedy or claim.