

Search Engine Optimization (SEO) Contract

This contract is entered into between **TVG Marketing** (hereinafter referred to as "Vendor") and _____ (hereinafter referred to as "Client") on the ___ day of _____, 20__.

1. CLIENT WEBSITE: Vendor will provide Client with Search Engine Optimization Services (hereinafter referred to as "SEO") for a period of One Year (365 days) as described in this contract. Vendor will use specific keywords and/or phrases to improve the search engine ranking of, and/or position the contents of the Client's website, http://_____

2. FEES FOR SERVICES RENDERED: The total fee for the SEO services to be provided is **Two Thousand Five Hundred Dollars (\$2,500.00)**. All fees must be paid as agreed once the terms set out in this Paragraph have been satisfied.

- Vendor will begin SEO services as defined elsewhere in this agreement as soon as Client notifies Vendor that Client has executed the contract and placed it in the U.S. Mail.
- Vendor will begin to monitor Google 3 times daily for the key word or phrase decided upon by Client, to determine Client's website's position in the search rankings for that specific key word or phrase.
- Once Vendor can document that Client's website has been placed on Page One of the Google search results for the chosen and specified key word or phrase, and has remained on Page One for 14 consecutive days, Client is then obligated to immediately pay Vendor the amount due in full.
- Vendor will remain obligated to Client to continue SEO services designed to maintain Client website's Page One status on Google for the specified key word or phrase for a period of One (1) Year (365 days), beginning the date Client executes this agreement.

Vendor's SEO services are intended to serve two main purposes: 1) to provide the Client with increased exposure in search engines, and 2) to drive targeted online traffic to the site.

Vendor's SEO Services will include (but are not limited to):

- Researching keywords and phrases to select appropriate, relevant search terms (up to ten (10) words or phrases). From this list, Client will choose ONE (1) Key Word or Phrase which Vendor will then use for all future Optimization services covered under the terms of this agreement.
- Obtaining "back links" from other related websites and directories in order to generate link popularity and traffic on the Google search engine.

- Editing and/or optimization of text for various html tags, meta data, page titles, and page text on client's site as necessary (up to ten (10) pages).
- Analysis and recommendations on optimal website structure, navigation, code, etc. for best SEO purposes.
- Recommend, as required, additional web pages or content for the purpose of "catching" keyword/phrase searches.
- Create traffic and ranking reports for Client's Website and any associated pages showing rankings in the major search engines.

3. CLIENT'S FURTHER OBLIGATIONS: For the purposes of receiving professional SEO services, Client agrees to provide the following:

- Administrative/backend access to the website for analysis of content and structure.
- Permission to make changes for the purpose of optimization, and to communicate directly with any third parties, e.g., your web designer, if necessary.
- Unlimited access to existing website traffic statistics for analysis and tracking purposes.
- A Client Website email address for the purposes of requesting links (something like SEO@clientsite.com)
- Authorization to use client pictures, logos, trademarks, web site images, pamphlets, content, etc., for any use as deemed necessary by Vendor for search engine optimization purposes.
- If Client's site is lacking in textual content, Client will provide additional text content in electronic format for the purpose of creating additional or richer web pages. Vendor can create site content at additional cost to the Client. If Client is interested in purchasing content from Vendor, please contact Vendor for a cost estimate.

4. CLIENT ACKNOWLEDGES: Client must acknowledge the following with respect to SEO services:

- All fees are non-refundable.
- All fees, services, documents, recommendations, and reports are confidential.
- Vendor has no control over the policies of search engines with respect to the type of sites and/or content that they accept now or in the future. The Client's website may be

excluded from any directory or search engine at any time at the sole discretion of the search engine or directory.

- Due to the competitiveness of some keywords/phrases, ongoing changes in search engine ranking algorithms, and other competitive factors, Vendor does not guarantee #1 positions or consistent top 10 positions for any particular keyword, phrase, or search term. However, if Vendor fails to place Client's Website on Page One of Google for the agreed upon key word or phrase after 90 days of services, this contract will be declared null and void automatically, and neither party will be held to perform under said contract any further.
- Google has been known to hinder the rankings of new websites (or pages) until they have proven their viability to exist for more than "x" amount of time. This is referred to as the "Google Sandbox." Vendor assumes no liability for ranking/traffic/indexing issues related to Google Sandbox penalties.
- Occasionally, search engines will drop listings for no apparent or predictable reason. Often, the listing will reappear without any additional SEO. Should a listing be dropped during the SEO campaign and does not reappear within 30 days of campaign completion, Vendor will re-optimize the website/page based on the current policies of the search engine in question.
- Some search directories offer expedited listing services for a fee. If the Client wishes to engage in said expedited listing services (e.g., paid directories), the Client is responsible for all paid for inclusion or expedited service fees. Vendor can offer a list of expedited listing services upon request.
- Linking to "bad neighborhoods" or getting links from "link farms" can seriously damage all SEO efforts. Vendor does not assume liability for the Client's choice to link to or obtain a link from any particular website without prior consultation.

5. THIRD PARTY INTERFERENCE: Vendor is not responsible for changes made to the website by other parties that adversely affect the search engine rankings of the Client's website.

6. ADDITIONAL SERVICES: Additional Services not listed herein (such as managing pay-per click campaigns, copywriting, link baiting, etc.) may be provided by Vendor for Client, but a new agreement governing those services must be executed by all parties. This agreement does not and is not intended to cover any additional services not specifically stated herein.

7. CONTENT OWNERSHIP: The Client guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to Vendor for inclusion on the website above are owned by the Client, or that the Client has received permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and

defend Vendor and its subcontractors from any liability or suit arising from the use of such elements.

8. DESTRUCTION OF VENDOR'S WORK: Vendor is not responsible for the Client overwriting SEO work to the Client's site. (e.g., Client/webmaster uploading over work already provided/optimized). The Client will be charged an additional fee for re-constructing content, based on the hourly rate of \$50 per hour. Notwithstanding any other provision of this Agreement, Vendor's obligation to provide free SEO services shall cease in the event the Client's conduct overwrites the SEO services provided. For example, if the client's webmaster uploads content without consulting Vendor, then Vendor's obligation to provide SEO services for free shall terminate.

9. INDEMNIFICATION. Client shall indemnify and hold harmless Vendor (and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees) from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) incurred by Vendor as a result of any claim, judgment, or adjudication against Vendor related to or arising from (a) any photographs, illustrations, graphics, audio clips, video clips, text, data or any other information, content, display, or material (whether written, graphic, sound, or otherwise) provided by Client to Vendor (the "Client Content"), or (b) a claim that Vendor's use of the Client Content infringes the intellectual property rights of a third party. To qualify for such defense and payment, Vendor must: (i) give Client prompt written notice of a claim; and (ii) allow Client to control, and fully cooperate with Client in, the defense and all related negotiations.

10. DISCLAIMER OF ALL OTHER WARRANTIES. VENDOR DOES NOT WARRANT THAT THE SEO SERVICES WILL MEET THE CLIENT'S EXPECTATIONS OR REQUIREMENTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE IS WITH CLIENT. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, VENDOR PROVIDES ITS SERVICES "AS IS" AND WITHOUT WARRANTY OF ANY KIND. THE PARTIES AGREE THAT (A) THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY EACH PARTY, AND (B) EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THIS AGREEMENT, PERFORMANCE OR INABILITY TO PERFORM UNDER THIS AGREEMENT, THE CONTENT, AND EACH PARTY'S COMPUTING AND DISTRIBUTION SYSTEM. IF ANY PROVISION OF THIS AGREEMENT SHALL BE UNLAWFUL, VOID, OR FOR ANY REASON UNENFORCEABLE, THEN THAT PROVISION SHALL BE DEEMED SEVERABLE FROM THIS AGREEMENT AND SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF ANY REMAINING PROVISIONS.

11. LIMITED LIABILITY. IN NO EVENT SHALL VENDOR BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL

DAMAGES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, LOST PROFITS, WHETHER OR NOT FORESEEABLE OR ALLEGED TO BE BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE OR STRICT LIABILITY, ARISING UNDER THIS AGREEMENT, LOSS OF DATA, OR ANY PERFORMANCE UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. THERE SHALL BE NO REFUNDS. VENDOR MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY PRODUCTS, THIRD PARTY CONTENT OR ANY SOFTWARE, EQUIPMENT, OR HARDWARE OBTAINED FROM THIRD PARTIES.

12. CLIENT REPRESENTATIONS. Client makes the following representations and warranties for the benefit of Vendor:

- a. Client represents to Vendor and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Vendor are owned by Client, or that Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Vendor and its subcontractors from any claim or suit arising from the use of such elements furnished by Client.
- b. Client guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to Vendor for inclusion on the website above are owned by Client, or that Client has received permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and defend Vendor and its subcontractors from any liability or suit arising from the use of such elements.
- c. From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. Client agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend Vendor and its subcontractors from any claim, suit, penalty, tax, or tariff arising from Client's exercise of Internet electronic commerce.

13. CONFIDENTIALITY. The parties agree to hold each other's Proprietary or Confidential Information in strict confidence. "Proprietary or Confidential Information" shall include, but is not limited to, written or oral contracts, trade secrets, know-how, business methods, business policies, memoranda, reports, records, computer retained information, notes, or financial information. Proprietary or Confidential Information shall not include any information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (ii) was

previously known to the receiving party or rightly received by the receiving party from a third party; (iii) is independently developed by the receiving party; or (iv) is subject to disclosure under court order or other lawful process. The parties agree not to make each other's Proprietary or Confidential Information available in any form to any third party or to use each other's Proprietary or Confidential Information for any purpose other than as specified in this Agreement. Each party's proprietary or confidential information shall remain the sole and exclusive property of that party. The parties agree that in the event of use or disclosure by the other party other than as specifically provided for in this Agreement, the non-disclosing party may be entitled to equitable relief. Notwithstanding termination or expiration of this Agreement, Vendor and Client acknowledge and agree that their obligations of confidentiality with respect to Proprietary or Confidential Information shall continue in effect for a total period of three (3) years from the effective date.

14. FORCE MAJEURE. Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party will give prompt written notice to the other Party and will use commercially reasonable efforts to minimize the impact of the event.

15. RELATIONSHIP OF PARTIES. Vendor, in rendering performance under this Agreement, shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. Client does not undertake by this Agreement, the Order Form or otherwise to perform any obligation of Vendor, whether by regulation or contract. In no way is Vendor to be construed as the agent or to be acting as the agent of Client in any respect, any other provisions of this Agreement notwithstanding.

16. NOTICE AND PAYMENT. Any notice required to be given under this Agreement shall be in writing and delivered personally to the other designated party at the addresses listed in the Order Form mailed by certified, registered or Express mail, return receipt requested or by Federal Express. Either party may change its address to which notice or payment is to be sent by written notice to the other under any provision of this paragraph.

17. JURISDICTION/DISPUTES. This Agreement shall be governed in accordance with the laws of the State of Arizona. All disputes under this Agreement shall be resolved by litigation in the courts of the State of Arizona including the federal courts therein and the Parties all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it.

18. AGREEMENT BINDING ON SUCCESSORS. The provisions of the Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their heirs, administrators, successors and assigns.

19. ASSIGNABILITY. Client may not assign this Agreement or the rights and obligations hereunder to any third party without the prior express written approval of Vendor. Vendor reserves the right to assign subcontractors as needed to this project to ensure on-time completion.

20. WAIVER. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement.

21. SEVERABILITY. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

22. INTEGRATION. This Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the Parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may conflict with this Agreement.

23. NO INFERENCE AGAINST AUTHOR. No provision of this Agreement shall be interpreted against any Party because such Party or its legal representative drafted such provision.

24. DISPUTES. Client and Vendor agree to make a good-faith effort to resolve any disagreement arising out of, or in connection with, this Agreement through negotiation. Should the parties fail to resolve any such disagreement within ten (10) days, any controversy or claim arising out of or relating to this Agreement, including, without limitation, the interpretation or breach thereof, shall be submitted by either party to arbitration in Maricopa County, Arizona and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted by one arbitrator, who shall be (a) selected in the sole discretion of the American Arbitration Association administrator and (b) a licensed attorney with at least ten (10) years experience in the practice of law and at least five (5) years experience in the negotiation of technology contracts or litigation of technology disputes. The arbitrator shall have the power to enter any award that could be entered by a judge of the state courts of Arizona sitting without a jury, and only such power, except that the arbitrator shall not have the power to award punitive damages, treble damages, or any other damages which are not compensatory, even if permitted under the laws of the State of Arizona or any other applicable law. The arbitrator must issue his or her resolution of any dispute within thirty (30) days of the date the dispute is submitted for arbitration. The written decision of the arbitrator shall be final and binding and enforceable in any court having jurisdiction over the parties and the subject matter of the arbitration. Notwithstanding the foregoing, this Section shall not preclude either party from seeking temporary, provisional, or injunctive relief from any court.

25. READ AND UNDERSTOOD. Each Party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms and conditions.

26. DULY AUTHORIZED REPRESENTATIVE. Each Party warrants that their representative whose signature appears below is duly authorized by all necessary and appropriate corporate actions to execute this Agreement.

Executed this ____ Day of _____, 20____, in the city of _____,
State of _____, by Client.

Signature

Print Name

Accepted this ____ Day of _____, 20____, in the City of _____,
State of _____ by Vendor.

TVG Marketing