

Rank1st Technology Services
30762 Tern Avenue, Shafer, MN
(651) 465-3225

Search Engine Optimization Agreement

This agreement is hereby entered into between Rank1st Technology Services (hereinafter referred to as "Company" and _____ (hereinafter referred to as "Client") on the ___ day of _____, 20__.

1. "Company" agrees to provide Client with Search Engine Optimization Services (hereinafter referred to as "SEO") as described in this agreement. "Company" is authorized to use the specific keywords and/or phrases set forth below for development, improving the ranking of, and/or positioning the contents of the Client's URL(s), _____

_____ in the search engines and/or directories that are most frequently used by the general public which are defined below.

____2. "Client" and "Company" enter into a project agreement with SEO services as outlined in a separate "project proposal" being provided with the following limitations:

- A maximum of _____ hours will be spent to complete work outlined in the proposal.
- Hours exceeding those allocated within the proposal shall be billed at a rate of \$45.00 per hour and not to exceed _____ hours.
- "Company" will include the (standard / enterprise) version of SiteStats web analytics software to a maximum of _____ hits as recorded by the software
- "Company" will provide submission related services for the site(s) defined in 1.

____2. "Client" and "Company" enter into a block-time purchase agreement where the "Company" provides SEO related services in blocks of _____ hours at a rate of _____ per hour to a maximum of _____ hours. All blocks committed to in this agreement or on subsequent addendums are payable in full at the end of the contract term if not worked.

3. "Company" shall provide SEO services summarized as follows:

Research keywords and phrases to select appropriate, relevant search terms for the Client site. Include relevant keywords and phrases selected by the Client, provided they are included in the content of the site.

- Edit various html tags, page text and programming as necessary prior to submission to selected search engines and directories using best practices SEO techniques and tactics.
- Create as required, additional web pages for the purpose of including site content to fit keyword/phrase searches found through research and provided by the client.
- Hand-submit your pages to the engines and directories stated in this agreement. All listing fees incurred will be passed through to "Client" at cost with a maximum submission cost not to exceed \$_____.
- Create positioning reports for main site and any associated pages showing rankings in the major search engines and under which keywords available through SiteStats Website Tracking Product.
- Provide real-time site statistics tracking of visitors, site navigation and referrals to the site using the SiteStats Website Tracking Product.
- Devise and implement a solution of to allow web site pages to be indexed by search engines.

4. For the purposes of providing these services, client agrees to provide:

- Give "Company" FTP access to the main site for uploading new pages, and making changes for the purpose of optimization OR approval to go through 3rd Party.
- Client authorizes "Company" use of all client logos, trademarks, Web site images, etc., for use in creating informational pages and any other uses as deemed necessary by "Company" for search engine positioning and optimization.
- If Client's site is light in textual content, client will provide additional relevant text content in electronic format for the purpose of creating additional web pages. Client agrees to provide content, for example 200 to 500-word "articles" about each of their keyword phrases.

5. Selected search engines* include:

- AOL
- Alta Vista
- Google
- All The Web
- Excite
- MSN
- Yahoo [web pages only]
- Netscape

** Top Major SE and SE names may change without notice*

6. Client acknowledges the following with respect to services:

- "Company" 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. Client site may be excluded from any directory at any time at the sole discretion of the search engine or directory. "Company" will resubmit those pages that have been dropped from the index.
- "Client" agrees to abide by the policies, terms and conditions of contracts entered into by "Company" in respect to submission of websites defined in (1) to various search engines.
- "Client" agrees that search engines may charge a "pay to list" or "pay per click" charge and agrees to pay these charges billed through the "Company".
- Due to the competitiveness of some keywords/phrases, ongoing changes in search engine ranking algorithms and other competitive factors, "Company" does not guarantee #1 positions or consistent top 10 positions for any particular keyword, phrase or search term. However, if "Company" fails to achieve 3 top 30 positions in the major search engines, "Company" will start over "SEO" services with no cost to Client.
- Achieving significant traffic in search engines and directories may take as long as 2 to 4 months, and in some cases longer, after submission to list your site.
- Occasionally, search engines will stop accepting submissions for an indefinite period of time.
- Occasionally, search engines will drop listings for no apparent or predictable reason. Often listing will "reappear" without any additional submissions. Should the listing not reappear, "Company" will re-submit the site based on the current policies of the search engine in question.
- Some search directories offer expedited listing services for a fee. "Company" encourages clients to take advantage of these expedited services. Client is responsible for expedited service fees, example Yahoo, unless otherwise noted in the package Client purchases.
- "Client" agrees to reimburse "Company" for renewal of listings in search engines and associated submission contracts until "Client" submits written notice to discontinue search engine and directory listings.
- "Company" will provide 30 days notice of its intention to discontinue listings of "Client" websites or discontinuation of the listing services.

7. The "Company" is not responsible for changes made to the Web site by other parties that adversely affect the search engine rankings of the Client's Web site.
 8. Additional Services not listed herein, in Proposal or exceeding allotted time will be provided for \$90 per hour or rates published on the "Company" website.
 9. Client guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to "Company" 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 "Company" and its subcontractors from any liability or suit arising from the use of such elements.
 10. "Company" is not responsible for Client's overwriting SEO work to Client's site. ie. Client webmaster making changes and uploading over work already provided. Client will be charged an additional fee for re-constructing work based on the hourly rate of \$110/hour.
 11. This Agreement creates a confidential relationship between "Company" and "Client". Information concerning business affairs, vendors, finances, properties, methods of operation, computer programs, employees, documentation, and other such information whether written, oral, or otherwise, is confidential in nature. "Company" and "Client" and employees of both will adhere fully to this confidentiality agreement except where prohibited by law or court order.
 12. This agreement shall be binding upon the heirs and assigns of the parties and shall be governed by and interpreted according to the laws of the State of Minnesota.
 13. This agreement represents the full understanding between the parties and there is no other agreement, oral or written, between them, and that this agreement may not be modified without an agreement in writing signed by the party to be charged. This contract is in effect until written notification of termination from either party or until a period of one year from date of acceptance has elapsed.
 14. All notices or other documents under this agreement shall be in writing and delivered personally or fax received, or mailed by certified mail, postage prepaid, addressed to "Company" and "Client" at their last known addresses.
 15. "Company" single point of contact will be Matt Sonnentag (matt@rank1st.com). "Client" single point of contact will be _____ (____@_____). All correspondence concerning the project will be handled between Matt Sonnentag and _____. All correspondence sent from other employee's of the companies will be ignored and forwarded to the respective single point of contact.
- In the event that either Matt Sonnentag or _____ are no longer with their respective company's a new single point of contact will be assigned in writing immediately.
16. "Client" will retain all source files including their copyrights. No royalty fees will need to be paid to "Company" for their use.
 17. "Company" agrees to not seek or retain a client in a like or similar business within a __ mile radius of _____.
 18. Either "Company" or "Client" may terminate this agreement at any time. At that time "Company" will provide "Client" with a full accounting of all expenses and labor hours incurred on the project or block-time agreement which shall be adjusted and billed at a rate (\$90/hr) and payable by the "Client" immediately.

19. The following additional conditions related to fees, expenses and expenditures shall apply:

- 10% of agreed upon time invoiced at contract acceptance.
- Time expended shall be billed monthly.
- Advertising campaign and listing fees billed as incurred to a maximum of _____
- ___ - ___ hour blocks of additional labor may be contracted at a rate of \$__.00 per hour and shall be billed as incurred over the period of the contract.
- Non-block, ad-hoc or specialized labor shall be billed at advertised rates (\$110.00/hr) unless otherwise agreed upon between the "Client" and the "Company".
- "Company" reserves the right to change hourly rates at any time, "Client" will be provided with 30 days written notice of this change, this will not affect hours already booked or allocated to the "Client" in this agreement or addendums.
- "Company" will provide "Client" with the (Standard / Enterprise) version of the website analytics software. _____ Initial
- "Company" will provide website analytics and tracking software at a cost of (\$250) / (\$480 + one time install fee of _____) during the initial year of the contract for up to 50,000 hits yearly of this version of the product. Additional website hits will be billed on a yearly basis at (\$5.00/\$10.00) per 5,000 hits as measured by the product. The subscription for the product shall renew automatically for one year periods and be invoiced to the "Client".
- Unused time, allocated from ___ hour blocks will be billed in full at the end of the contract period.
- All work is to be performed at the "Company" location (424 Bench Street, Taylors Falls, MN) unless otherwise stated in this agreement.
- Travel and any other necessary expenses shall be billed as incurred.
- All invoices are Net 30

20. This contract shall remain in force for a period of one year from the date signed below, automatically renewing for one year periods. Either party may discontinue the automatic renewal of the contract by notifying the other party in writing 30 days in advance of the contract expiration or renewal date.

Client Signatory, _____ Date _____

Matthew J. Sonnentag, Rank1st Technology Services

Date: _____