



DIGITAL MEDIA UNIFICATION AND DISTRIBUTION

i-Showcase Search Engine Optimization Agreement

Last Modified

07 / 07 / 2016

i-Showcase Search Engine Optimization Agreement

This agreement (hereinafter, "Agreement") is entered into between i-Showcase, Inc. and _____ (hereinafter referred to as "Client"), as of the date of full execution below.

1. i-Showcase Services. i-Showcase will provide Client with Search Engine Optimization services (hereinafter referred to as "SEO") as described in a Project Functional Specification Addendum (hereinafter referred to as "PFSA"). Additional Services not listed herein (such as managing pay-per click campaigns, copywriting, link baiting, etc.) will be provided for a fee at i-Showcase's standard applicable rate.

2. Payment. In consideration of the SEO to be performed by i-Showcase, Client shall pay to i-Showcase fees according to the payment schedule in the PFSA. In addition, Client shall pay all associated expenses reasonably incurred by i-Showcase in performing any services for Client. Any and all payments made by Client to i-Showcase hereunder are non-refundable. All services (including support and maintenance) not explicitly provided for herein or in a PFSA are subject to hourly fees at i-Showcase's standard applicable rate.

3. For the purposes of receiving professional SEO, Client agrees to provide the following:

- Administrative/backend access to the website for analysis of content and structure.
- Permission to make changes to Client's website(s) and/or server(s) for the purpose of optimization, and to communicate directly with any third parties, 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 (e.g. *contact@clientsite.com*)
- Authorization to use Client pictures, logos, trademarks, web site images, pamphlets, content, etc., for any use as deemed necessary by i-Showcase 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. i-Showcase can create site content at additional cost to the Client. If Client is interested in purchasing content from i-Showcase, please contact i-Showcase for a cost estimate.



- Any other technical support and/or access that i-Showcase reasonably determines is necessary to provide SEO.

4. DISCLAIMERS - Client acknowledges the following with respect to SEO services:

- Client acknowledges that SEO is an art and not a science and that i-Showcase cannot and does not guarantee any results relating to the SEO services it will provide to Client.
- i-Showcase has no control over the policies of search engines with respect to the type of sites, content that they accept now or in the future, and/or the time it takes to see results. 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, i-Showcase cannot guarantee any position for any particular keyword, phrase, or search term.
- 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, i-Showcase will continue to 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. i-Showcase 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. i-Showcase does not assume liability for the Client's choice to link to or obtain a link from any particular website without prior consultation, or anything else done by Client.
- i-Showcase is not responsible for changes made to the website by other parties that adversely affect the search engine rankings of the Client's website.

5. Confidentiality. Client agrees that all documents, data, pricing information, software, code, tags, the existence of this agreement, creations, and other information or intellectual property created and/or obtained by i-Showcase (hereinafter "Confidential Information") are confidential and proprietary to i-



Showcase. Confidential Information shall not be disclosed to any third party. Client shall not use or reference i-Showcase's name without i-Showcase's prior express consent. This provision shall survive the termination

6. Limited Licensing of Data and Restrictions on Google Analytics Accounts. All tags, metadata, advertising campaigns, keywords, Google Adwords data (or similar), and other data developed, gathered, and/or created by i-Showcase for the Client (hereinafter "Data") are the property of i-Showcase. i-Showcase hereby grants Client a revocable, personal, non-transferable and non-exclusive right and license to use the Data (the "License"). Client may not directly, or through a third party do any of the following: copy, modify, use a modified version of, create a derivative work from, resell, duplicate, sell, trade, exploit for commercial or private purposes, reverse engineer, or reverse assemble any portion of the Data, use of the Data, or access to the Data; otherwise attempt to discover any Data; and/or sell, assign, sublicense, grant a security interest in or otherwise transfer any right in Data. Specifically, Client agrees that any data that i-Showcase creates for SEO purposes cannot be transferred to any other website, without i-Showcase's prior express consent. Unless otherwise agreed by the parties, Client cannot access any Data other than through Google Analytics, but such Google Analytics access shall only be provided where i-Showcase agrees to provide it. Client's access, if any, to any Google Analytics account created and/or operated for Client shall be limited Google Analytics data, and not any data that is imported into Analytics by i-Showcase. i-Showcase retains the right to limit or prohibit Client's access to any Google Analytics account that it creates for a Client. i-Showcase may revoke the License and remove such Data if Client breaches this Agreement, terminates this Agreement, or otherwise cancels i-Showcase services.

7. Web Content Developed by i-Showcase. Client understands and agrees that i-Showcase may develop articles and other content that will be posted online to generate traffic and to build links to the Client's website. Client shall have one week to give input on a first tier article (as described in the PFSA). During the one-week client input period, the Client may only request corrections of grammatical or typographical issues with tier one articles. For any other revisions, i-Showcase will charge \$20 to re-write the article. If Client does not respond to i-Showcase's request for input on a first tier article within one week, the article shall be deemed to have been approved by Client for publishing. Client further agrees that i-Showcase may draft and publish second tier articles (as described in the PFSA) without the approval of the Client. i-Showcase does not warrant or guaranty the quality of any articles it publishes for Client. Second tier articles are not subject to quality control, proofreading, or revision, but instead are used for the purpose of creating link backs rather than to be read by website visitors. i-Showcase retains the right to reuse said articles for other clients. Client agrees that any and all information relating to link building for Client's website performed by



i-Showcase is proprietary to i-Showcase. Client understands that Client has no right to view, access, request, use, or disclose such information.

8. Additional i-Showcase Intellectual Property. Client agrees that all techniques, methods, algorithms, processes, practices, and plans which are developed and/or employed by i-Showcase (hereinafter “Methods”), including without limitation those used to extract data and/or develop an SEO plan, are the sole property of i-Showcase. Client agrees that Client has no right to access, use, copy, modify, trade, exploit, reverse engineer, assign, or otherwise transfer a right in any Methods. i-Showcase, may, at its sole discretion, choose to reveal any Methods or Data to Client and/or third parties.

9. Minimum Commitment Period. Client understands and agrees that Client is required to maintain the services set forth in the PFSA for the length of time set forth in the PFSA, which is identified as the “Term” or “Minimum Commitment” period in the PFSA. Unless otherwise agreed by the parties, at the end of the commitment period, i-Showcase’s services shall automatically continue as a monthly service.

10. Payment Terms. Client must pay in advance for all services. For monthly services, payment must be made prior to the first of the month on which services will be rendered. All fees attributable to declined credit cards, wire transfers, and bounced checks by Client are considered expenses and will be paid by Client. A 1.5% per month finance charge or the maximum charge allowed by law, whichever is less, will be incurred on invoice(s) 30 days or more past due. If Client fails to timely make any payment, i-Showcase may at its discretion deem Client to be in breach of this Agreement.

11. Cancellation. If Client cancels services prior to the complete commitment period or prior to any agreed date, Client must pay the full amount that would have been paid through the end of the commitment period or other agreed date.

12. Client Guarantees. The Client guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to i-Showcase 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 i-Showcase and its subcontractors from any liability or suit arising from the use of such elements.

13. Overwritten Data. i-Showcase 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 i-Showcase's regular rates.

14. Governing Law and Venue. The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United States and California without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. Any claim arising under or related to these terms and conditions shall be brought only in the appropriate court of the State of California and for Los Angeles County.

15. Disclaimer of Warranties. I-SHOWCASE 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, I-SHOWCASE PROVIDES ITS SERVICES "AS IS" AND WITHOUT WARRANTY OF ANY KIND.

16. Limited Liability. IN NO EVENT SHALL I-SHOWCASE BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION FOR LOSS OF DATA OR LOST PROFITS.

17. Indemnification. Client shall indemnify and hold harmless i-Showcase (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 i-Showcase as a result of any claim, judgment, or adjudication against i-Showcase 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 i-Showcase, or (b) a claim that i-Showcase's use of such content infringes the intellectual property rights of a third party. To qualify for such defense and payment, i-Showcase 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.

18. Notice and Opportunity to Cure. Notwithstanding any other provision hereof, no party hereto may initiate against the other party any suit, action, arbitration or other proceeding of any nature in connection with any controversy arising out of this Agreement, the services to be performed hereunder, or to interpret or enforce any rights under this Agreement (hereinafter collectively referred to as "Proceeding"), without first (i) giving written notice to the other party stating with reasonable specificity the basis for such potential action, (ii) giving the other party a period of thirty (30) days to cure or remedy the problem, unless such problem cannot be cured or remedied within thirty (30) days, in which case the period for remedy or cure shall be extended for a reasonable time (not to exceed an additional thirty (30) days). If the party receiving notice fails to timely cure or remedy the problem, the noticing party may initiate the Proceeding, if otherwise allowed by law.

19. Attorney's Fees. If a suit, action, arbitration or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement, the services to be performed hereunder, or to interpret or enforce any rights under this Agreement, the prevailing party shall recover its reasonable attorney's fees, expenses, and costs from the other party.

20. 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 this Agreement.

21. Notices. All notices and reports permitted or required to be delivered by a party shall be deemed delivered: (i) when delivered in person; (ii) one business day after transmission by facsimile or other electronic system; or (iii) three business days after deposit in the United States Mail by Registered or Certified Mail, return receipt requested, postage prepaid and addressed as follows:

If to i-Showcase: i-Showcase, Inc., 21133 Victory Boulevard Suite #222, Canoga Park, California 91303.



If to Client: Client shall provide the address in writing to i-Showcase, or by email or other means if no address is provided.

Either party shall have the right to change the address for notice by delivering a notice to the other party in accordance with the provisions of this paragraph.

22. Force Majeure. i-Showcase shall not be liable to Client for any default or delay in the performance of any of its obligations under this Agreement resulting directly or indirectly from forces or events beyond i-Showcase's control, including, without limitation, fire, flood, accident, acts of God, labor disputes, acts of war or terrorism, interruptions of transportation or communications, failure by any third party to perform any commitment relating to the production or delivery of any equipment, or inability to obtain access to any website included in the services included under this Agreement.

23. Survival. Except as otherwise provided in this Agreement, all representations, obligations of Client, warranties, and covenants contained in this Agreement or any PFSA will survive the termination of this Agreement to the maximum extent permitted by law.

