

WEB SITE DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on _____, between Verticalwerks Marketing LLC ("Contractor"), with its principal place of business located at PO Box 643, West Linn, Oregon, 97068 and _____ ("Client"), with its principal place of business located at _____ and shall be effective as of _____ (the "Effective Date").

RECITALS

WHEREAS, Contractor is engaged in the business of the design and implementation of Internet web sites and online marketing services,

WHEREAS, Client desires to retain Contractor for the design and implementation of the web site and online marketing services set forth herein,

NOW THEREFORE, Contractor and Client agree as follows:

1. Scope of Services

Contractor agrees to design and implement a web site for Client in accordance with the specifications set forth in "Exhibit A" (the "WebStart Statement of Work").

2. Price and Payment Terms

In exchange for Contractor initiating a WebStart program as outlined in Exhibit A, Client will pay Contractor the monthly fee set forth on Exhibit A in advance with the first payment due on the Effective Date of this Agreement and with a subsequent payment due on the same day of each subsequent month during the term of this Agreement. Client will pay for incremental services provided by Contractor at the rate set forth on Exhibit A with payment due upon completion of the incremental services. Payment will be automatically billed to the credit card provided by Client on a monthly recurring basis.

3. Term and Termination

Unless terminated as provided herein, this Agreement will extend for a period of one (1) year from the Effective Date of this Agreement. Upon each anniversary of the Effective Date, the term shall automatically renew for an additional year unless Client terminates the Agreement by giving notice to Contractor at least thirty (30) days prior to the renewal date. Contractor may terminate this Agreement at any time following thirty (30) days advance notice to Client.

4. Ownership of Intellectual Property

To the extent that Contractor has received payment of compensation as provided in this Agreement, Contractor hereby assigns to Client all right, title, and interest in the website domain name and any intellectual property created or developed by Contractor for Client under this Agreement except for stock photos, third party software licenses and other intellectual property not owned by Contractor.

5. Confidential Information

A. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Contractor and will not be disclosed or used by Contractor except to the extent that such disclosure or use is reasonably necessary to the performance of Contractor's duties under this Agreement.

B. All information relating to Contractor that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement.

C. These obligations of confidentiality will not apply with respect to information that is independently developed by a party, that lawfully becomes a part of the public domain, or that a party gained knowledge or possession of free of any confidentiality obligation. Notwithstanding the provisions of this section 5, a party may disclose confidential information to the extent required to do so by law. The provisions of this section 5 shall survive termination of this Agreement.

6. Warranty and Disclaimer

Contractor warrants that the design and implementation of Internet web sites and online marketing services will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

7. Limitation of Remedies

Client's sole and exclusive remedy for any claim against Contractor with respect to the quality of the design and implementation will be the correction by Contractor of any material defects or deficiencies therein, of which Client notifies Contractor in writing within thirty (30) days after the completion of that portion of the design and implementation. In the absence of any such notice, the design and implementation will be deemed satisfactory to and accepted by Client.

8. Limitation of Liability

In no event will Contractor be liable for any loss of profit or revenue by Client, or for any other consequential, incidental, indirect or economic damages incurred or suffered by Client arising as a result of or related to the design and implementation of Internet web sites and online marketing services, whether in contract, tort or otherwise, even if Client has advised of the possibility of such loss or damages. Client further agrees that the total liability of the Contractor for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of Contractor, whether in contract, tort or otherwise, will not exceed an amount equal to the amount actually paid by Client to Contractor for the design and implementation of Internet web sites and online marketing services during the twelve (12) month period preceding the date the claim arises. Client will indemnify and defend Contractor against and hold Contractor harmless from any claims by third parties, including all costs, expenses and attorneys' fees incurred by Contractor therein, arising out of or in conjunction with Client's performance under or breach of this Agreement. Client warrants and represents that it is the rightful owner or licensee of all content that it may provide to Contractor for implementation on the web site and online marketing services. Client will indemnify and defend Contractor against and hold Contractor harmless from any claims for infringement of intellectual property, including but not

limited to infringement of any copyright, trademark, patent or trade secret made against Contractor by any third party.

9. Relation of Parties

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

10. Employee Solicitation/Hiring

During the period of this agreement and for twelve (12) months thereafter, neither party will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the other. The terms "former employee" and "former subcontractor" will include only those employees or subcontractors of either party who were employed or utilized by that party on the Effective Date of this Agreement.

11. Non-assignment

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

12. Dispute Resolution

Except for claims that can be filed in small claims court, any dispute or claim that arises out of or that relates to this Agreement, or to the interpretation or breach thereof, shall be resolved by arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The parties acknowledge that mediation helps parties settle their dispute and any party may propose mediation whenever appropriate through Arbitration Service of Portland or any mediator selected by the parties. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Oregon without regard to the conflicts of laws provisions thereof.

13. Attorneys' Fees

In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Agreement, or that arise out of or relate to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in connection therewith. The determination of who is the prevailing party and the amount of reasonable attorney's fees to be paid to the prevailing party shall be decided by the arbitrator(s) (with respect to attorney's fees incurred prior to and during the arbitration proceedings) and by the court or courts, including any appellate court, in which such matter is tried, heard, or decided, including a court that hears a request to compel or stay litigation or that hears any exceptions or objections to, or requests to modify or vacate, an arbitration award submitted to it for confirmation as a judgment (with respect to attorney's fees incurred in such court proceedings).

14. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

15. Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

16. No Waiver

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

17. Entire Agreement

This Agreement together with any attachments referred to herein constitute the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

18. Counterpart, Facsimile and Email Signatures

This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement. Facsimile or email transmission of any signed original document, and retransmission of any signed facsimile or email transmission, will be the same as delivery of an original. At the request of any party, the parties will confirm facsimile and email transmitted signatures by signing an original document.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Contractor: Verticalwerks Marketing, LLC Client: _____

By: _____ By: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

EXHIBIT A: WEBSTART STATEMENT OF WORK

WebStart Terms

- Client shall pay Contractor the amount of \$99 per month via automatic, recurring monthly credit card payment
- Client to provide logo, photos and all other artwork
- Contractor to help select a premium website template for Client
- Incremental services available at \$149 per hour

WebStart Features

- Website Option A – Contractor to create one-page website for Client, including:**
 - A premium Website template with logo and up to 2 photos to be provided by Client
 - Research the top 2 - 5 keyword search phrases
 - A keyword-search-optimized 2 – 3 paragraph introductory business description based on business description provided by Client
 - A brief list of the services/products Client’s business offers
 - Business name, location, phone number, hours of operation
 - Interactive Google map
 - Optimized title tag, meta description and keyword tags
 - Logos and links to optimized local listings pages (Google Places, Facebook, Yelp)
 - Contractor to set up Google Analytics and submit Client website’s XML sitemap to Google Webmaster tools
 - Premium business website hosting with 99% uptime guarantee
 - Annual custom business domain name registration with privacy
 - Up to one website update/change per month at your request (*Note: not to exceed 30 minutes per month)
- Website Option B - If Client already has a website, Contractor to help Client optimize it for search, including:**
 - Research and provide you with the top 2 - 5 keyword search phrases for your business
 - Search-optimized home page text and meta tags that Client or Client’s existing website provider can add to site

Ongoing Marketing Services

- Contractor to provide Client with ongoing search engine optimization (SEO) and link development services (1 link/month for **Option A**; 2 links/month for **Option B**)
- Incremental services available at \$149 per hour (copywriting, photography, custom website design, addition of web pages, forms, blog set-up, blog guest posts, etc.)