



P.O. Box 881018  
Pukalani, HI 96788  
808.214.1010

### Search Engine Positioning, Optimization and Reporting Agreement

This agreement is hereby entered into between TwMedia.Net  
(Hereinafter referred to as TwMedia.Net, Richard Lewis or the "Company") located at P.O. Box 881018 Pukalani, HI 96788

and \_\_\_\_\_,

dba: \_\_\_\_\_  
(Hereinafter referred to as "Client"), located at:

\_\_\_\_\_, in the state of \_\_\_\_\_,  
\_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**1.** TwMedia.Net agrees to provide "Client" with Search Engine Positioning and Reporting Services (hereinafter referred to as "SEP") as described in this agreement. TwMedia.Net is authorized to use the specific keywords and/or phrases set forth by the "Client" for development, improving the ranking of, and/or positioning the contents of the "Client" URL(s), in the search engines and/or directories that are most frequently used by the general public which are defined below in section #5. And that from time to time these search engines and directories may change due to popularity or other circumstances.

**2.** "Client" agrees to pay TwMedia.Net an initial setup fee and ongoing monthly maintenance fees, where appropriate, for provided services. The actual cost will be determined by method or "plan".

**a.** Submission of keyword phrases (to be determined by the plan that is chosen) submitted to the major search engines and/or directories, as listed below in section #5. Cost will be determined by actual plan chosen for initial optimization of pages and re-optimization to obtain top positions as spelled out in our minimum guarantee. Once this is achieved, keyword phrases will be re-optimized according to the maintenance plan the "Client" chooses. In the event the "Client" has an extremely competitive market, an additional, or higher, monthly maintenance fee may be negotiated with TwMedia.Net and the "Client" (i.e. adult, casino, etc.). Monthly maintenance fees shall begin once after site is indexed by the search engines or directories, for which submission was done.

**b.** Submission of "Client" optimized pages will be based on an hourly rate of \$50/hour. TwMedia.Net bears no liability for the continued ranking of such pages.

**3.** SEP Services are intended to provide the "Client" with preferential positioning in selected search engines and report results on an ongoing and timely basis. SEP Services includes: Research keywords and phrases to select appropriate, relevant search terms. Initially these keywords will be provided by the "Client", but may be refined based on research and the experience of TwMedia.Net . The plan chosen shall determine the number of keyword phrases optimized, the frequency of reporting and other detailed characteristics of the project. (See Plans for more detailed info) Edit various html tags and page content as necessary prior to submission to selected search engines and directories. Create, where required, additional html pages, known as "doorway" or "gateway" pages for submission. Create as required, additional web pages for the purpose of obtaining a high ranking of keyword/phrase in major search engines. Use scripting, or other means, with pages to prevent competitors from copying high-ranking pages and proprietary positioning techniques. All scripting, software, html, code or other materials is owned and retained by TwMedia.Net, and is used solely at the discretion of TwMedia.Net. The sole ownership of any pages specifically created by TwMedia.Net remains with TwMedia.Net. Hand submit your pages to the engines and directories stated in this agreement. Create traffic and positioning reports for main site and any associated gateway sites showing unique visitors, referring domains/URL's, keyword searches and position of all keywords by main site and gateway sites. These reports will be posted on a monthly basis starting approximately 60 days from the time the "Client's project is submitted for indexing to the search engines. TwMedia.Net will adjust pages until the projects goals are met, or the minimum guarantee for the plan chosen has been accomplished.

**4.** For the purposes of providing these services, "Client" agrees to provide, and/or pay for:  
a. site will be provided for use of any doorway pages, templates, scripting, reporting software, specialized templates or software. This site will be provided by TwMedia.Net at a reasonable charge, unless included in the "Clients plan". This web site will be maintained on the TwMedia.Net s' server. Any software, scripting, html, code or content of a proprietary nature shall remain the property of TwMedia.Net and TwMedia.Net. In the event the "Client's" project is performed on a third party server, "FTP" access to the main site for uploading new pages and proprietary software, and making mutually agreed changes in order to achieve and maintain positioning is required. Access to raw log files or existing statistical reporting to facilitate web site traffic reporting on sites provided by the "Client". TwMedia.Net will be unable to supply these reports if neither raw log files nor existing statistical reporting is available. This site must have a static IP address and be supplied with a relevant domain name. Additional domain names may be necessary for gateway/doorway sites, depending on the complexity of the project and the client will assume any additional costs to obtain these domain names. "Client" authorizes TwMedia.Net use of all "Client" logos, trademarks, Web site images, etc., for use in creating doorway pages, mini Web sites, specialized templates, and any other uses as deemed necessary by the "Company" for search engine positioning and optimization of the "Clients" project. If "Client's" site is light in textual content, the "Client" will provide additional relevant text content in electronic format for the purpose of creating additional web pages or search engine templates. This may require the "Client" to provide content, such as 350-word and 500-word "articles" about each of their keyword phrases.

**5.** Selected search engines include: (Search engines and directories will change form time to time based on changes in market):

AOL

AltaVista

Ask Jeeves / Teoma

Direct Hit

DogPile

Excite

Fast/AllTheWeb

Go.com

GoTo

Google

Go2net

Hot Bot

Inktomi

iWon

Looksmart

Lycos

MSN

Netscape

Northern Light

Open Directory

Yahoo Web Sites

Submission to a list of secondary search engines, to be determined by TwMedia.Net for relevancy. Use of express services for AltaVista, Yahoo!, LookSmart, Inktomi's or other search engines and directories paid submission service when available for an additional fee.

Pay-per-Click Search engines such as Google and Yahoo. International, or foreign, search engines or directories for an additional fee.

**6. "Client" acknowledges the following with respect to services:**

TwMedia.Net 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. In the event of such an occurrence TwMedia.Net will resubmit these pages. Due to the competitiveness of some keywords/phrases, ongoing changes in search engine ranking algorithms and other competitive factors, TwMedia.Net does not guarantee #1 positions or consistent top 20 positions for any particular keyword, phrase or search term, although this frequently happens. TwMedia.Net does guarantee 4 top 20 positions in 4 different search engines. Or, TwMedia.Net will "Re-optimize any pages that do not meet these criteria until this is accomplished." Some search engines and directories may take as long as 6-12 weeks or more, and in some cases longer, after submission to list your site. Any changes requested by the "Client" or deemed necessary by TwMedia.Net after submission, therefore, will take a subsequent period of time. This may be averted by the "Client" paying additional fees for express submission where possible. Occasionally, search engines will stop accepting submissions for an indefinite period of time. This is beyond the control of TwMedia.Net and TwMedia.Net shall not be held liable for those occurrences. 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, TwMedia.Net will resubmit the site based on the current policies of the search engine in question. Some search directories offer expedited listing services for a fee. TwMedia.Net encourages "Client's to take advantage of these expedited services, as TwMedia.Net has had a high success rate using these services. "Client" is responsible for expedited service fees. Occasionally, TwMedia.Net may be required to register additional gateway domains in order to provide better positioning services for the "Client". When required, these domains will be registered at the "Client's expense. Gateway domains purchased by TwMedia.Net remain the property of TwMedia.Net unless otherwise specified. If a "Client" leaves they may retain any domains they have purchased and move them to a server of their choice. Any services that are provided herein shall remain the property of the "Company". Any and all pages, doorway, gateway, scripting, coding or other materials created for this project herein shall remain the property of the "Company". The method of providing the "companies" services may change from time to time depending on changes in the industry. TwMedia.Net makes no claims as to providing their services in a specific methodology, or to any specific search engine to obtain services for the "Client".

**7. Covenant Not to Compete:** During the term of this agreement, TwMedia.Net shall not directly or indirectly, either for his own account, or as a partner, shareholder, officer, directory, employee, agent, or otherwise; own, manage, operate, control, be employed by, participate in, consult with, perform services for, or otherwise be connected with any business whose major business focus is the same as the "Client".

**a.** However, if agreed on between TwMedia.Net and "Client" that the no compete clause shall be deemed allowable then so state it by printing and signing here: \_\_\_\_\_ date: \_\_\_\_\_ meaning that it is fine between TwMedia.Net and "Client" to perform services with any business whose major focus is similar to the "Client".

**8.** The TwMedia.Net is not responsible for changes made to the Web site by other parties that adversely affect the search engine rankings of the Client" Web site.

**9.** Services which are not specified herein may be provided, at the option of TwMedia.Net with prior agreement of "Client", at a rate of \$50 per hour. Fees will be billed in 1 hour increments. No minimum fee amount is required to be designated.

**10.** TwMedia.Net makes no other claims, warranties, or guarantees with respect to the services it provides, unless written in this agreement. Jurisdiction over any disputes arising under or pertaining to this agreement or to the services rendered by TwMedia.Net pursuant to this agreement will be limited exclusively to the courts and laws of the County of New Haven, in the State of Hawaii without regard to conflict of laws principles.

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**11.** "Client" guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to TwMedia.Net for inclusion on the web site 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 TwMedia.Net and its subcontractors from any liability or suit arising from the use of such elements. See 13a, 13b, and 13c.

**12.** Confidentiality: During the term of this agreement, and therefore for a period of three (3) years, TwMedia.Net shall not, without the prior written consent of the "Client", disclose to anyone any confidential information. "Confidential information" for the purposes of this agreement shall include "Client's proprietary and confidential information such as, but not limited to, customer lists, business plans, marketing plans, passwords or user ids, financial information, designs. Confidential information shall not include any information that: Is disclosed by the "Client" without restriction. Is becomes publicly available through no act of TwMedia.Net. Is rightfully received by TwMedia.Net from a third party.

**13.** Trademarks and Copyrights

- a. Client warrants that to the best of its knowledge it has the right to use all patents, trademarks, copyrights and other intellectual property of Client, and hereby grants "Company" the right to use such patents, trademarks, copyrights and other intellectual property, if any, in connection with "Company's promotion of, referencing of, cataloging of, or indexing of "Company's web site design, electronic commerce, search engine submission, maintenance and/or cloaking services.
- b. Client hereby agrees that any material submitted for the publication to the "Company" through Client's account(s) to the best of Client's knowledge will not violate or infringe any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything libelous or harmful.
- c. Client hereby indemnifies and holds "Company" harmless from and against any and all claims by any third party (including reasonable attorneys' fees) that the use by "Company" of any of Client's intellectual property pursuant to this Section 4(a) infringes on the intellectual property of such third party.

**14.** Age: Client certifies that he or she is at least eighteen (18) years of age or older. \_\_\_\_\_

**15.** Either party may cancel this contract with 60 days written notification. No refund shall be given for initial fees and/or set up fees once project has begun. Any unused maintenance fees shall be refunded if on deposit, for any full months not used.

**16.** The plan:

- a. Optimize your website - 5 hours work \$250.00
- b. Upload all the targeted keywords on Yahoo and Google \$120.00
- c. Monthly pay per click keyword budget of approximately: \$100.00 for Yahoo and Google. This is about \$50.00 each search engine.
- d. Once item "a - c" is completed then a routine monthly fee of \$50.00, which will include up to 1 hour of work each month.

Total to start: \$370.00 (both "a and b" items)+ \$100.00: for Google and Yahoo advertising.

**17.** Keyword Phrases (use two, three and four word phrases for best results)

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**\*Recommended pay per click Keyword phrases are:**

**18.** This agreement is the sole agreement for services rendered by TwMedia.Net for the purpose of search engine positioning for the "Client". In the case of monthly maintenance fees or other services, this agreement shall be considered binding as long as services are provided to the "Client", or until such time as either party cancels service.

**19. Limited Liability**

a) "Client" hereby agrees that any material submitted for publication on any web site(s) developed in connection with the Services will not contain anything leading to an abusive or unethical use of the virtual server product(s) or the host server(s). Abusive and unethical materials and uses include, but are not limited to, obscenity, violations of privacy, computer viruses, sending of unsolicited e-mail (SPAM), any harassing and harmful material or uses, any illegal activity or material advocating illegal activity, and any infringement of privacy and materials which may be libelous or slanderous.

b) Client hereby agrees to indemnify and hold harmless the "Company" from any claim, loss or liability resulting from Client's publication of material or use of those materials. "Company" may or may not give notice before deactivating the use of an account(s) which the "Company" decides is an abusive or unethical use of or a potentially illegal use of, the web site(s) or host server(s). Client hereby agrees to indemnify and hold harmless the "Company" for any claim resulting from the submission of materials which violate the provisions of Section 19(a).

**20. Financial Arrangements**

- a) All amounts due herein for the Services shall be as set forth on the Addendum, and payable as follows: (i) fifty percent (50%) upon execution of this Agreement; and (ii) fifty percent (50%) upon completion of the Services.
- b) The "Company" shall not be required to begin any work herein until this Agreement is fully executed and fifty percent (50%) of the total amount due herein is received by The "Company".
- c) A late charge of \$10 will be applied after 15 days from the due date of any invoice for Services. If payment is not received by the "Company" within 15 days of due date, The ""Company"" may, in its sole discretion, terminate your account. All accounts are subject to 1 ¾% charge on balances 60 days or more past due. You will be charged a fee of \$35 for all returned checks.
- d) The ""Company"" reserves the right, in its sole discretion, to deactivate the Client's account upon any indication of credit problems, including delinquent payments.

**21.** If the "Client" should pay for services by credit card, they shall not at a later date file a charge back of any fees paid with claims of "unauthorized charges" to avoid paying for services rendered. Further they shall provide a clear photocopy of the front, back and signature of the credit card used for the purpose of payment of service to prevent fraudulent use of the credit card. The payment information must match the owner of the credit card used for this purpose. Your credit card statement will show charges from TWAPSLLC.

**Billing Information**

Name on credit card:

Address for credit card:

City, State and Zip Code:

On back of card the three digits after the credit card number:

Phone Number:

Bank where credit card was issued:

Phone number of issuing bank:

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**22.** Contract Revisions Client acknowledges that "Company" is reviewing this form, and agrees to execute and submit a revised service agreement with such revisions that are specific to the "client's project.

**23.** Entire Understanding; Effectiveness; Governing Law This Agreement constitutes the entire agreement between "Company" and Client regarding the services to be provided herein. This Agreement shall become effective only when signed by Client. This Agreement shall be governed and construed in accordance with the laws of the State of Hawaii, and the County of Maui.

**24.** Miscellaneous

- a) The undersigned agrees to the terms of this Agreement on behalf of Client.
- b) Services which are not specified herein may be provided, at the option of "Company" with prior agreement of Client, at a rate of \$50 per hour. Fees will be billed in 30 minute increments. No minimum fee amount is required to be designated.
- c) Upon the request of Client, "Company" shall maintain and update any sites created as a result of the Services for additional fees to be mutually agreed by the parties hereto. In such instance, information contained on the Client's web site(s) shall be updated within one week. Any required material or design changes shall be submitted by Client no later than 5:00 p.m. (Hawaiian Standard Time) on each Friday of the preceding week. "Company" shall provide the Services set forth on an Addendum. Upon the request of Client, "Company" shall maintain and update any, and all, sites created as a result of the Services for additional fees to be mutually agreed by the parties herein.
- d) Maintenance of a web site will be a month-to-month agreement. The Client may continue to contract with "Company" for web site maintenance under the terms of this Agreement

**25.** All correspondences regarding your account should be made to hawaiiweb@twmedia.net, Attn: Richard Lewis, TwMedia.Net

**Payments should be mailed to:**

Richard Lewis  
P.O. Box 881018  
Pukalani, HI 96788

Or paid by credit card at [www.twmedia.net/payments.html](http://www.twmedia.net/payments.html) add 3% for credit cards payments. In witness whereof, the parties hereto agree to the above terms and conditions and have executed this Agreement as of the date first set forth above.

"Client" Signature: \_\_\_\_\_ date: \_\_\_\_\_

Client Company: \_\_\_\_\_ date: \_\_\_\_\_

"Company" Signature: \_\_\_\_\_ date: \_\_\_\_\_

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