

PAY PER CLICK (“PPC”) SEARCH ENGINE CAMPAIGN SERVICES AGREEMENT

THIS AGREEMENT is made 10 of Marth, 2008 year by and between Fatum LLC (SEO-Study.ru, SEM-Complex.ru) and (“Customer”).

Recitals

A. Company has experience and expertise in the development of PPC Search Engine Campaign Strategies for Web Pages, Web Sites and other Computer Networks.

B. Customer desires to have Company develop and deploy PPC Search Engine Campaign Strategies, custom programming, keyword optimization and other services as outlined in Exhibit B, attached herein (the “Specifications”).

C. Company desires to develop Customer’s PPC SEO Strategy and Services on the terms and conditions set forth herein (“SEO”).

Agreements

In consideration of the mutual covenants set forth in this Agreement, Customer and Company hereby agree as follows:

1. Development of PPC Strategy, PPC Campaign and Optimization Services.

Company agrees to create, install, manage, develop and employ custom PPC Advertising Network strategies according to the terms listed on Exhibit A attached hereto.

2. Specifications.

Company agrees to develop the PPC Campaign pursuant to the Specifications set forth in Exhibit B.

3. Delivery Dates and Milestones.

Company will use reasonable diligence in the development of the PPC Campaign and Strategy and endeavor to deliver to Customer all deliverables and milestones, no later than <<DeliveryDate>>. Customer acknowledges, however, that this delivery deadline and the other payment milestones listed in Exhibit A are estimates, and are not required delivery dates. Company will retain all documents, source code, keyword lists and other assets employed or created for Customer during the execution of this agreement. Customer will receive only the output formats of Company’s work where applicable. The output is to be used only within the scope of the project as outlined in Exhibit A. Customer shall retain all of its intellectual property rights in any text, images or other components it owns and delivers to Company for use in the PPC Campaign and Strategy rendered under this Agreement.

4. Services Provided.

PPC Campaign and Strategy are intended to provide Customer with preferential positioning in selected paid search engine inclusion and report results on an ongoing and timely basis. PPC Campaign and Strategies may include, but are not limited to:

- Current web marketing and web site evaluation.
- Keyword research, performance, analysis and competition reports.
- Evaluation of current web site performance and ROI (Return on Investment) metrics tracking – including recommendations for additional ROI tracking or service to capture

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conversion rates and/or tying advertising, optimization, PPC or any other SEO services to an ability to benchmark success/failure of a particular marketing activity.

4.1 PPC Keyword Selection Services.

Company will provide a comprehensive list of << Insert Count of PPC Keywords >> keywords and phrases relevant to Customer's desired search terms based upon, but not limited to

- Interview(s) conducted with Customer and staff.
- Research conducted by Company.
- Competitive analysis of keyword terms currently in market use.
- Other customer-provided analytics and metrics concerning sales conversion rates for particular terms or phrases.

4.2 PPC Campaign Components, Implementation, Ongoing Research and Reporting Services.

Advertising Copy. Company shall write, based upon Customer interviews, advertising copy that is designed to drive high click-through rates to Customer web site(s) based upon the various keywords identified and selected in section 4.1. Click-through rates shall be tracked and copywriting shall be adjusted based on these reports.

<< Insert exclusions to copywriting and editing services or other disclaimers (if any). >>

Campaign Budgeting. Company and Customer shall agree upon an initial budget for all PPC efforts, including individual PPC advertiser allotments and thresholds for daily / monthly PPC expenditures.

<< Insert additional budgeting considerations, restrictions or limitations (if any). >>

Campaign Creation and Implementation. Company shall set up independent PPC accounts in << Insert who accounts will be set up with, Company or Customer >> name with all agreed-upon PPC Advertising Networks and subject to the agreed-upon budgets listed in Exhibit B. Company shall create various campaigns with varying advertising copy, keywords and demographic targeting based on the Company's research. Campaigns may differ in copywriting and keyword usage based upon the individual PPC advertiser.

Company may create special Web Pages ("landing pages") to which all click-through actions will be directed, subject to the Specifications outlined in Exhibit B. Creative services rendered under this Agreement may be subject to separate Web Design and Development terms and conditions. All additional terms and conditions for design and development services shall be attached in Exhibit A.

<< Insert additional campaign creation, creative and implementation restrictions, including maximum number of keywords, pay-per-click engines, overall maximum bids, etc. >>

Monitoring and Reporting. Company shall monitor and manage Customer's PPC campaign and monitor CPC (cost per click) rates. Bids shall be adjusted in order to maximize the return on money spent on a particular keyword in relation to its performance. Non-performing keywords shall be removed from the PPC campaign based on the results of this reporting. CTR (click-through rate) metrics shall be compared to any ROI tracking that the Customer may employ to track conversions, sales, or other calls to action or desired results that the Customer wishes to get from their PPC campaign. Reports shall be provided to Customer on a << Insert frequency of reporting daily / weekly / monthly / quarterly >> basis.

<< Insert exclusions to reporting and other disclaimers (if any). >>

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4.3 ROI and Conversion Tracking Software.

In the event that it is deemed necessary and vital to install ROI tracking or other metric measurement software, Company will install, update, upgrade and configure the following software packages (“the Installation” or the “Software”). Company shall provide documentation and instructions to Customer on using all Software installed by Company. Company shall provide <<Hours>> hours of training to Customer, and turn over all disks, CD-ROMs, digital media, downloads, links or other Software purchased for Customer under this Agreement to Customer. Company shall not be responsible for keeping copies, back-ups or any other form of the Software after turning over the original copies to Customer. Company will not maintain the Installation, updates, or any daily tasks required for the maintenance of the Software under this Agreement unless otherwise specified in Exhibit B.

Company will not manage or maintain copies of licenses for any of the software packages or installations under this Agreement. All licenses for software installations will be turned over to Customer upon execution of this Agreement.

4.4 Service Disclaimers.

Customer acknowledges the following with respect to services:

- a) Company accepts no responsibility for policies of PPC Advertising Networks, third-party search engines, directories or other web sites (“Third-Party Resources”) that Company may submit to with respect to the classification or type of content it accepts, whether now or in the future. Customer’s web site or content may be excluded or banned from any Third-Party Resource at any time. Customer agrees not to hold Company responsible for any liability or actions taken by Third-Party Resources under this Agreement.
- b) Customer acknowledges that the nature of many of the resources Company may employ under this Agreement are competitive in nature. Company does not guarantee #1 position, consistent positioning, “top 10 positions” or specific placement for any particular PPC keyword, phrase or search term. Customer acknowledges that Company’s past performance is not indicative of any future results Customer may experience.
- c) Customer acknowledges that SEO and submissions to search engines and directories can take an indefinite amount of time for acceptance or inclusion. PPC Advertising may be subject to the individual advertising network’s policies and procedures. Each edit or change made to any resources employed by Company may repeat these inclusion times.
- d) Customer acknowledges that any of the PPC advertising networks, search engines, directories or other resources may block, prevent or otherwise stop accepting submissions for an indefinite period of time.
- e) Customer acknowledges that PPC advertising networks or search engines may drop listings from its database for no apparent or predictable reason. Company shall re-submit resources to the search engine based on the current policies of the search engine in question and whether pay inclusion programs are being used.
- f) Company will endeavor to make every effort to keep Customer informed of any changes that Company is made aware of that impact any of the PPC Campaign and Strategy and the execution thereof under this Agreement. Customer acknowledges that Company may not become aware of changes to third-party resources, industry changes or any other changes that may or may not affect PPC campaign or other SEO services.
- g) Customer acknowledges that Company cannot guarantee the exact placement of Customer’s advertising; its availability or availability related to the funds in the Customer’s account.

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Customer is solely responsible for all advertising network fees and paid inclusion fees and must maintain adequate funds in any third-party accounts in order to maintain inclusion in these resources. Consult Exhibit B for a complete list of advertising networks and Third-Party Resources employed under this Agreement and an estimate of fees for specific keywords and other listings.

- h) Company reserves the exclusive right, for the duration of this Agreement, to approve or disapprove any design strategies, existing code or other techniques, whether requested by Customer or presently employed by Customer, that are considered by Company to be detrimental to the PPC campaign or other SEO strategies and the execution of Company's services under this Agreement.

5. Compensation.

For all of Company's services under this Agreement, Customer shall compensate Company, in cash, pursuant to the terms of Exhibit A attached hereto. In the event Customer fails to make any of the payments referenced in Exhibit A by the deadline set forth in Exhibit A, Company has the right, but is not obligated, to pursue any or all of the following remedies: (1) terminate the Agreement, (2) remove equipment, software, services or resources owned by Company, whether leased to Customer by Company or not and any Company personnel or staff from Customer location(s), or (3) bring legal action.

6. Confidentiality.

Customer and Company acknowledge and agree that the Specifications and all other documents and information related to the development of PPC Campaign (the "Confidential Information") will constitute valuable trade secrets of Company. Customer shall keep the Confidential Information in confidence and shall not, at any time during or after the term of this Agreement, without Company's prior written consent, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information.

7. Limited Warranty and Limitation on Damages.

Company warrants that the PPC campaign and other products and services will conform to the Specifications for a period of thirty (30) days from the date of acceptance by Customer. If the PPC campaign does not conform to the Specifications, Company shall be responsible to correct such without unreasonable delay, at Company's sole expense and without charge to Customer, to bring services into conformance with the Specifications. This warranty shall be the exclusive warranty available to Customer. Customer waives any other warranty, express or implied. Customer acknowledges that Company does not warrant that all services will work on all platforms or in every circumstance. Customer acknowledges that Company will not be responsible for the results, productivity or any other measurable metric not specified in Exhibit B, obtained by Customer in regards to these services. Customer waives any claim for damages, direct or indirect, and agrees that its sole and exclusive remedy for damages (either in contract or tort) is the return of the consideration paid to Company as set forth in Exhibit A attached hereto.

8. Independent Contractor.

Company shall be retained as independent contractor. Company will be fully responsible for payment of its own income taxes on all compensation earned under this Agreement. Customer will not withhold or pay any income tax, social security tax, or any other payroll taxes on Company's behalf. Company understands that it will not be entitled to any fringe benefits that Customer provides for its employees generally or to any statutory employment benefits, including without limitation worker's compensation or unemployment insurance.

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9. Equipment.

Customer agrees to make available to Company, for Company's use in performing the services required by this Agreement, such items of hardware and software as Customer and Company agree are reasonably necessary for such purpose. Customer agrees to make available any access to services, hosting, ftp or other resources deemed necessary by Company to fulfill its obligations under this Agreement.

10. General Provisions.

10.1 Entire Agreement.

This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the parties related to the subject matter hereof. No modification of this Agreement shall be valid unless made in writing and signed by both parties hereto.

10.2 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of <<State>>. Exclusive jurisdiction and venue shall be in the <<County>> County, <<State>> Superior Court.

10.3 Binding Effect.

This Agreement shall be binding upon and inure to the benefit of Customer and Company and their respective successors and assigns, provided that Company may not assign any of its obligations under this Agreement without Customer's prior written consent.

10.4 Waiver.

The waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance with every term and condition of this Agreement.

10.5 Good Faith.

Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement.

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10.6 No Right to Assign.

Customer has no right to assign, sell, modify or otherwise alter this Agreement, except upon the express written advance approval of Company, which consent can be withheld for any reason.

10.7 Right to Remove Resources.

In the event Customer fails to make any of the payments set forth on Exhibit A within the time prescribed in Exhibit A, Company has the right to remove any PPC campaign under Company control until payment is paid in full, plus accrued late charges of 1 ½% per month.

10.8 Indemnification.

Customer warrants that everything it provides Company to employ in the PPC campaign is legally owned or licensed to Customer. Customer agrees to indemnify and hold Company harmless from any and all claims brought by any third party relating to any aspect of the PPC campaign, including but without limitation, any and all demands, liabilities, losses, costs and claims including attorney's fees arising out of injury caused by Customer's products/services, material supplied by Customer, copyright infringement, and defective products sold via the PPC campaign. Customer agrees to indemnify Company from responsibility for problems/disruptions caused by third-party services that Customer may use, such as merchant accounts, shopping carts, shipping, hosting services, real-time credit card processing and other services that relate to the ownership and operation of the PPC campaign.

10.9 Use of Material for Promotional Purposes.

Customer grants Company the right to use its work in producing the PPC campaign for promotional purposes and/or to cross-link it with other advertising developed by Company. Customer grants Company the right to list, reference or otherwise identify Customer as a client of Company in Company's advertising and marketing.

10.10 No Responsibility for Loss.

Company will have no responsibility for any third party disrupting, intruding or otherwise copying files in part or in whole on all or any part of the work performed for the PPC campaign. Company is not responsible for any down time, lost files, improper links or any other loss that may occur in the operation of the PPC campaign under this Agreement.

10.11 Right to Make Derivative Works.

Company will have the exclusive rights in making any derivative works from any of its work, practices, coding, programming or other work in regards to the PPC campaign.

10.12 Attorney's Fees.

In the event any party to this Agreement employs an attorney to enforce any of the terms of the Agreement, the prevailing party shall be entitled to recover its actual attorney's fees and costs, including expert witness fees.

10.13 Identification of Company.

Customer agrees that Company identification may be annotated, and remain within the code or on the web site as the authors. Customer also agrees to put Company's copyright notices on the PPC campaign reports and the relevant content therein.

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10.14 Transfer of Rights.

In the event Company is unable to continue maintenance of the PPC campaign services, non-exclusive rights to the PPC campaign will be granted to Customer. Transfer of Rights does not apply to non-transferable third-party licenses and proprietary material owned by the developers.

10.15 Domain Name.

Any domain name registered on Customer's behalf will be made in Customer's name for both the billing and administrative contacts. The technical contact is generally required to be the hosting ISP or Domain Registrar. Company will not register domain names in Company name. Customer is responsible for renewing Customer's domain name(s).

The parties represent and warrant that, on the date first written above, they are authorized to enter into this Agreement in its entirety and duly bind their respective principals by their signatures below:

EXECUTED as of the date first written above.

<<CustCompany>>

By: _____

Title: _____

Date signed: _____

<<Company>>

By: _____

Title: _____

Date signed: _____

Customer Initials _____ Company Initials _____