

SEARCH ENGINE OPTIMIZATION (SEO) 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 Search Engine Optimization ("SEO") Strategies for Web Pages, Web Sites and other Computer Networks.
- B. Customer desires to have Company develop and deploy Search Engine Optimization Strategies, custom programming, keyword optimization and other services as outlined in Exhibit B, attached herein (the "Specifications").
- C. Company desires to develop Customer's 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 Strategy and Optimization Services.

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

2. Specifications.

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

3. Delivery Dates and Milestones.

Company will use reasonable diligence in the development of the SEO services 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 be retaining all documents, source code, keyword lists and other assets employed or created for Customer during the execution of this agreement. Customer will only receive 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 SEO services rendered under this agreement.

4. Services Provided.

SEO services are intended to provide Customer with preferential positioning in selected search engines and report results on an ongoing and timely basis. SEO services may include, but are not limited to:

Customer Initials _____ Company Initials _____

4.1 Keyword Selection.

Company will provide a comprehensive list of << Insert the SEO Keyword Count >> keywords and phrases relevant to Customer's desired search terms.

4.2 Web Page Creation, Edits and Custom Programming.

Company will create or edit Customer's existing Web Pages to include various HTML tags, content, text or other elements as deemed necessary by Company in order to aid submissions to selected search engines and directories.

Company will register << Insert the SEO Domain Count >> additional domains to be used as gateways to improve SEO services. Registration shall be in Customer's name and a schedule of fees for maintaining the additional domains shall be billed to Customer accordingly.

Company will create << Insert the SEO Web Page Count >> additional Web Pages for the purpose of targeting specific agreed upon keyword or phrase searches relevant to Customer's Web Site. These Web Pages will be placed in locations determined to be most effective and at Company's sole discretion.

Company may employ proprietary positioning techniques, coding and other resources, as it deems necessary to improve Customer's positioning. Company reserves the right to create specially coded Web Pages to prevent competitors from copying code or any resources employed by Company.

4.3 Software.

Company will install, update, upgrade and configure the following software packages ("the Installation" or the "Software") as required by the Specifications and 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 Services.

Company will individually submit Customer's Web Pages to the search engines and directories as stated in the Specifications.

<< Insert services related to paid inclusion programs and other disclaimers (if used). >>

Company will create custom reports for traffic and positioning of Customer's Web Site, Web Pages and any additional Web Sites or custom Web Pages created by Company under this Agreement. Company will provide detailed reports as required by the Specifications and shall endeavor to provide the reports to Customer in a timely manner. Customer acknowledges that any reports provided by Company are to be considered estimates based on industry standard reporting software and techniques and shall never be construed as an exact counting of each and every submission.

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

Customer Initials _____ Company Initials _____

Company will provide editing services and continue to adjust all Web Pages, keywords and other media created under this Agreement for a period of <<Days>> days in order to increase the effectiveness of SEO services.

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

Company will create and employ the following third-party tools for Customer:

<<Insert specifics, including number of keywords, pay-per-click engines, maximum bids, etc. >>

<<Insert additional services to be performed for Customer under this Agreement (if any). >>

Company will develop and maintain regular monitoring and reporting on search engine placement and SEO performance. Reports will be provided to Customer on a monthly basis.

Customer acknowledges the following with respect to services:

- a) Company accepts no responsibility for policies of 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 positions, consistent positioning, "top 10 positions" or guaranteed placement for any particular 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 inclusion, unless paid inclusion programs are employed. Each edit or change made to any resources employed by Company will repeat these inclusion times.
- d) Customer acknowledges that any of the search engines, directories or other resources may block, prevent or otherwise stop accepting submissions for an indefinite period of time.
- e) Customer acknowledges that 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 SEO Services 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 SEO services.
- g) Customer acknowledges that some of the Third-party resources only offer paid inclusion programs that require a fee or continued maintenance or performance fees. Customer is solely responsible for all 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 Third-party resources employed under this Agreement and an estimate of fees for specific keywords and other listings.

Customer Initials _____ Company Initials _____

- 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 SEO 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), (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 SEO (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 SEO products and services will conform to the Specifications for a period of 30 days from the date of acceptance by Customer. If SEO does not conform to the Specifications, Company shall be responsible to correct SEO without unreasonable delay, at Company's sole expense and without charge to Customer, to bring SEO 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 SEO will work on all platforms. 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 on SEO. 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.

Customer Initials _____ Company Initials _____

8. Independent Contractor.

Company shall be retained as independent contractors. Company will be fully responsible for payment of their 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 they 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.

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 enure to the benefit of Customer and Company and their respective successors and assigns, provided that Company may not assign any of their 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.

Customer Initials _____ Company Initials _____

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 SEO 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 SEO 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 SEO, 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 SEO. 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 SEO or multimedia project.

10.9 Use of Material for Promotional Purposes.

Customer grants Company the right to use its work in producing SEO 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 SEO. Company is not responsible for any down time, lost files, improper links or any other loss that may occur in the operation of SEO 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 SEO.

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 SEO and the relevant content therein.

Customer Initials _____ Company Initials _____

10.14 Transfer of Rights.

In the event Company is unable to continue maintenance of SEO services, non-exclusive rights to SEO 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.

Each party represents and warrants that, on the date first written above, they are authorized to enter into this Agreement in entirety and duly bind their respective principals by their signature below:

EXECUTED as of the date first written above.

<<CustCompany>>

By: _____

Title: _____

Date signed: _____

<<Company>>

By: _____

Title: _____

Date signed: _____

Customer Initials _____ Company Initials _____