

# Services & Subscription Agreement

Client, for good and valuable consideration, agree to pay Accord Inc., the agreed non-refundable sum each month for a professional optimized website.

Accord Inc., for good and valuable consideration, agrees to deliver website optimization service to the client upon the express agreement of Client to the following:

1. Client agrees to pay Accord Inc., a monthly non-refundable fee in exchange for Company rendering services on behalf of Client.
2. If necessary Client agrees to pay Accord Inc., for the purchase cost and ongoing fees charged by GoDaddy to obtain a domain on behalf of the client, if applicable. Client will have and maintain ownership of any domains purchased on their behalf.
3. This contract can be canceled by either party at any time by giving at least thirty (30) days written notice. If the Client cancels, notice must be sent to: Accord Inc., at 790 Hansen Rd. Ste.E #28075 ATTN Billing Department. Cancellation will be deemed effective upon Company's receipt of notice. Upon cancellation, the Client will be billed one final payment equal to the ongoing monthly service fee; Client will then have 30 days to acquire control of any accounts that have been setup on its behalf. Client will be solely responsible for any cost in transferring domains. All applications, features, functionality and support will be available during the 30 day transition period; at the end of the 30 days, all data files, or other information that is stored in the Clients' account will be permanently deleted.
4. All fees, services, documents, recommendations, and reports herein are confidential.

## Subscription Agreement Terms and Conditions

1. It is expressly understood by Client and Company that the results of the efforts and activities of Company cannot be guaranteed; as such, the Company

makes no representations or warranties of the success of said efforts and activities.

2. Client agrees not to release any trade secrets or confidential information of any kind from Company to any other party, unless compelled by court order. Client expressly agrees that this condition shall survive termination of this Agreement.

3. 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. Client's web site or content may be excluded or banned from any Third-Party Resource at any time. Client agrees not to hold Company responsible for any liability or actions taken by Third-Party Resources under this Agreement.

4. Client acknowledges that the nature of many of the Resources Company may employ under this Agreement are competitive in nature. Company cannot and does not guarantee #1 position, consistent positioning, "top 10 positions" or specific placement for any particular keyword, phrase or search term. Client acknowledges that Company's past performance is not indicative of any future results.

5. Company does not assume liability for the Client's choice to link to or obtain a link from any particular website without prior consultation.

6. Client acknowledges that SEO and submission to search engines can take an indefinite amount of time for acceptance or inclusion. 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 increase inclusion times.

7. Client acknowledges that any search engine, directory or other resource may block, prevent or otherwise stop accepting submissions for an indefinite period of time. The Company cannot be held responsible for any action or inaction by any third party.

8. Client acknowledges that 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 or not pay inclusion programs are being used.

9. Client guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to Company 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 Company from any liability or suit arising from the use of such elements.

10. Client shall defend, indemnify and hold harmless Company against all liability, loss and expense, including actual attorney's fees, and expenses, in connection with any claim, demand, action or causes of action asserted against Company, without limiting the generality, for any injury to or death of any person or for loss or damage to any property where such injury, death, loss or damage, however caused, results from or occurs in connection with the performance of any work, services or activities hereunder, except that Client shall not however be required to indemnify Company for the sole or willful misconduct of Company.

11. This Agreement shall be governed and interpreted in accordance with the laws of the State of Wisconsin.

12. Client and Company agree that any disputes that arise with regard to this Agreement shall be resolved by mediation, and, if the parties are unable to reach a resolution, binding arbitration.

13. Severability: Should any portion of this Agreement be found to be invalid or unlawful, the remainder of the Agreement shall continue to be enforceable.

14. Company's services are not the provision of legal advice. Client retains sole responsibility to determine whether any and all marketing concepts are in compliance with privacy laws and state or federal regulations.

15. THE MAXIMUM LIABILITY OF PROVIDER, ITS DIRECTORS, OFFICERS, PARENT COMPANY, AND AFFILIATES, TO CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CLIENT'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CLIENT TO ACCORD INC HEREUNDER. IN NO EVENT SHALL PROVIDER, ITS DIRECTORS, OFFICERS, AND AFFILIATES BE LIABLE FOR ANY

LOST DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED UNDER THIS LETTER OF INTENT, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.