<<Agency>>, (hereto referred to as "Agency") and ______, (hereto referred to as "Client") hereby enters jointly into this Service Agreement agreeing to the following terms:

Agency Search Box Optimization Program

1. Agency shall provide the autocomplete / autosuggest service to optimize the client to be seen more prominently by potential customers. This will include optimizing the Client for the keywords indicated in Section 2 below and performing optimization techniques that allow keywords to be seen in the search engine autocomplete / autosuggest drop down, based on the choices in the Keyword Schedule.

Initial [____] Client understands that it may take up to 180 days for keywords to appear in the autocomplete / autosuggest box in the Google or You Tube search engine, and up to 60 days to appear in the autocomplete / autosuggest box in Bing search engine. These estimated timeframes may be extended based on average monthly search volume, especially for national keywords.

Selected Keywords

2. Agency shall complete the programming and optimization work required to have the keyword phrases indicated below show up in Bing, YouTube, and/or Google search engine autocomplete / autosuggest suggestion box.

Keyword Schedule

Tag Phrase (Company Name): _____

Local Locator = City, County or State

BING LOCAL

Local Keyword Phrase w/ Locator	Local Keyword Phrase w/ Locator	Local Keyword Phrase w/ Locator	Local Keyword Phrase w/ Locator	Local Keyword Phrase w/ Locator	Local Keyword Phrase w/ Locator	Local Keyword Phrase w/ Locator	RETAIL PRICE
* Billing will start as soon as any 7 keywords rank.				TOTAL MO	ONTHLY PRICE*		

BING NATIONAL

Keyword Phrase (National / Near Me) (Or La	arge Volume Local Keywords)	RETAIL PRICE
^t Billing will start as soon as any keywords rank.	TOTAL MONTHLY	PRICE*

YOUTUBE LOCAL

Local Keyword Phrase w/ Locator	Local Keyword Phrase w/ Locator	Local Keyword Phrase w/ Locator	RETAIL PRICE
* Billing will start as soon as any 3 keywords rank.		TOTAL MONTHLY PRICE*	

YOUTUBE NATIONAL

Keyword Phrase (National / Near Me) (Or Large Volume Local Keywords)		
* Billing will start as soon as any keywords rank.	TOTAL MONTHLY PR	CE*

GOOGLE LOCAL OR NATIONAL

Keyword Phrase w/ Locator or National / Near Me		
* Billing will start as soon as any keywords rank.	TOTAL MONTHLY PRICE*	

Total Reservation Fee Price (Bing + YouTube): _____

Company Website:

Keyword Reservation Fee and Monthly Service Fee

3. **RESERVATION FEE:** Client shall pay a one-time reservation fee equal to the full price outlined within the keyword schedule to reserve the above-listed keyword phrases, which will reserve the keyword phrases for the Client. Only upon an executed agreement and the collection of the reservation fee will the claimed keyword(s) no longer be available for purchase.

MONTHLY SERVICE FEE: Client shall pay a reoccurring monthly service fee equal to the prices outlined within the keyword schedule and per the Payment Provisions below.

Payment Provisions

- 4. Agency will not charge Client the monthly service fee until the keywords show in the relevant search engine as defined in the tables above. The monthly service fee will be determined as follows:
 - a. If a keyword shows within 30 days, due date is the contract monthly anniversary date, or
 - b. If a keyword does not show on the contract monthly anniversary date, <u>Client will not make a payment</u> until a keyword shows in autocomplete / autosuggest, and this will set the monthly due date.
 - c. Client payments will be the full total of the specific search engine contracted amount as indicated in the Keyword Schedule above.

- 5. **CONTRACT DURATION:** The contract is effective when signed and shall be in full force and effect for a period of **six (6) monthly payments** once all the keywords rank, not including the reservation fee, and then turns into a month-to-month contract thereafter. After this service agreement turns into a month-to-month agreement, Client can cancel the service at any time pursuant to section 8 below.
- 6. MONEY BACK GUARANTEE: The reservation fee shall be 100% refundable if Agency fails to get Client's business into any autocomplete / autosuggest within 180 days of the signing date of the contract. This only applies if all reserved keywords are unable to be ranked. The reservation fee is a fully earned fee for taking the keyword phrases above off the market, not to be sold by any other person affiliated with Agent and does not apply to the monthly service fee. No refunds will be provided on monthly service charges.

Other Provisions

- 7. **EXCLUSIVITY:** So long as Client continues to pay for these services, Agency will not market or circumvent any other competitor and/or partnership using the keyword phrases listed in Section 2 in this agreement. Client retains exclusive marketing rights to these keyword phrases during the contract period.
- 8. *Initial* [____] CANCELING THIS AGREEMENT: After the initial 6-month term once the contract turns into a month-to-month contract, a one-month cancellation notice is required by the Client to discontinue the contract during the contract period.

9. ADDITIONAL PROVISIONS:

Search Engine Algorithm Changes

In the event that Client loses a keyword phrase from the autocomplete / autosuggest search box, Agency shall have 30 days to get a keyword phrase back up into the autocomplete / autosuggest search box, otherwise customer will not be charged for any keywords that are not showing in the relevant autocomplete / autosuggest search engine(s).

First Exclusive Right

It is quite possible that multiple companies are interested in purchasing the same keywords. In the event that 2 or more companies purchase the same keywords, at a similar point in time, Agency shall grant those keywords to the company whose time stamped submission is the earliest. Agency markets the same keywords, to multiple different companies, at the same time and never holds keywords without payment of the applicable reservation fees.

Tag Phrase Modification

During the initial onboarding of your account, due diligence is performed to ensure maximum effectiveness.

Client understands that the Bing platform will only allow 45 characters in their autocomplete and YouTube will only allow 60 characters in their autocomplete, therefore, we may be required to make revisions to the keyword phrase, and/or Tag phrase to achieve the best results for Client. The Agency reserves the right to, and will as necessary, modify the keyword and/or tag phrase at any time to maximize exposure and to make sure the keyword phrases of Client are able to be seen in the autocomplete of each platform. [____] *Initial*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective as of the following date:

Agent <mark><<agency>></agency></mark> (OR it's authorized representative)	CLIENT
	Company:
	Address:
	City/State/Zip:
Authorized Signature:	_Signed:
Name:	Name:
	Title:
	Phone:
	Email:
	Signature date: