

Search Engine Marketing Services Agreement
www.TopInternetPlacement.com

Website: _____	Date: _____
CLIENT (Business Name): _____	
Contact Person: _____	
Address: _____	
Phone: _____	Fax: _____
Email: _____	

1. **PARTY TO AGREEMENT:** I hereby state that I am the authoritative decision maker for my company, and as such, give **Top Internet Placement (TIP)** the approval to secure a **Search Engine Marketing ("SEM")** Package for my company ("CLIENT"). Said package consists of relevant **EXACT MATCH search word(s) and/or phrase(s) chosen by the CLIENT to be placed on Internet Search Engines that will redirect to the CLIENT'S website address above.**
2. **SEM PLACEMENT:** SEM package includes **sponsored search position** in **Google** and/or **Yahoo:**
 - a. **GOOGLE:** any SEM package selected by CLIENT that has a sponsored position in **Google** will be guaranteed to be on the **first page** and will include submission for placement on all of their affiliate search engines. (See Exhibit A attached).
 - b. **YAHOO:** any SEM package selected by CLIENT that has a sponsored position in a **Yahoo** program will be guaranteed to be on the **first page** and will include submission for placement on all affiliate search engines. (See Exhibit A attached.)
 - c. **This contract neither contains any promise of hit numbers for any SEM, nor does it give authorization for any refunds due from Top Internet Placement to the CLIENT in the event that said hit numbers are not deemed satisfactory by CLIENT.** CLIENT understands that Top Internet Placement has up to and including **ten (10)** business days within which to lock on behalf of CLIENT the sponsored placement in the above-referenced Search Engines for the agreed search phrases. (See Exhibit A attached.)
3. **SEARCH WORD FEES:** All search words are subject to availability and **Top Internet Placement approval.** CLIENT understands that their account will be immediately charged for the appropriate set-up fees and first month's billing upon signature. CLIENT'S account will commence the monthly billing cycle every thirty (30) days from contract activation. The monthly billing amount will be charged to CLIENT'S credit card at the time of sale. All refund requests for any reason are subject to final assessment by Top Internet Placement.
4. **MONTH-TO-MONTH AGREEMENT:** **This is a Month-to-Month Agreement, with a minimum 30 day contract. It automatically renews monthly on the set billing date unless terminated in writing. This agreement may be cancelled at any time by either party with written notification received 14 days prior to the set monthly billing date after the first month. There will be a 5% penalty charge for declined billings. Client Initials _____**
5. **WEBSITE CONTENT:** Top Internet Placement reserves the right to refuse to do business with any CLIENT whose web site engages in any marketing of any illegal product or substance, pornographic or obscene materials or services, or who site promotes any service or product deemed as harmful by Top Internet Placement. Top Internet Placement is not responsible for any momentary drop in SEM position due to unavoidable technological issues including, but not limited to; server malfunctions, software glitches, power outages, etc. This service is provided by Top Internet Placement. Client understands that Top Internet Placement is not associated or related in any way with **Google** or **Yahoo.**
6. **CHANGES IN COST OF TERMS:** It is possible that prices can increase on search terms contracted, based changes in search market demand in Google and/or Yahoo. Client understands that Top Internet Placement has no control over any price increases made by Google and/or Yahoo and only passes along price changes if required by Google and/or Yahoo to maintain Client's search placement. Top Internet Placement will inform Client of any keyword cost increases that need to be addressed prior to your monthly billing date. **In the event that the cost incurred to maintain your current position increases substantially by Google and/or Yahoo, Top Internet Placement will offer you the option of continuing placement at the increased fee for the currently placed term(s) OR choosing other search term(s) for which the fees are substantially the same or less than the fees you are paying at the time of increase.** Such increases may occur in rare cases within the first billing cycle. In the event that a change in search term(s) or a change in monthly fees is not a mutually acceptable option, Top Internet

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Placement reserves the right to terminate service at its sole discretion. If Top Internet Placement terminates service within a billing cycle, you will be refunded a pro-rated portion of the balance remaining of your original search term fee for that cycle. Violation of our Terms and Conditions or those of Google or Yahoo, will result in the suspension or termination of the account at the sole discretion of Top Internet Placement.

7. **RELEASE OF LIABILITY:** Without limiting the foregoing, under no circumstances shall Top Internet Placement or its affiliates be held liable for any delay or failure in performance resulting directly or indirectly from equal rotation of ads, seasonal popularity of keywords or phrases, click fraud, acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties or loss of or fluctuations in heat, light or air conditioning.
8. **DISCLAIMER OF WARRANTIES:** Top Internet Placement disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of information or material displayed in the search engine results. Top Internet Placement disclaims any responsibility for the deletion, failure to store, mis-delivery, or untimely delivery of any information or material. Top Internet Placement disclaims any responsibility for any harm resulting from downloading or accessing any information or material on the Internet through the Internet search engines.
9. **OTHER ADVERTISING:** **No search term(s) covered by this agreement may also be advertised simultaneously in other Google and/or Yahoo's Pay Per Click (PPC) programs at the same time, at any time, during the period covered by this Agreement.**
10. **CHECKING AD PLACEMENT:** **Client agrees to always use the www.google.com/adpreview link to check ad placement for any term(s). Using this preview tool will prevent a false increase in impressions and subsequent possible increase in the cost of the term(s) placed.**

CLIENT'S CREDIT CARD INFORMATION

Client: _____

I give permission to TOP INTERNET PLACEMENT (noted on charges as CREATIVEGRP) to charge my credit card as itemized below. I accept the agreed **monthly charge** of \$ _____ which will be charged to my credit card once (1) a month from the start of the account **activation date**, which is the date of my signature below. (See Exhibit A.)

One Time Account Set Up Fee:	\$ <u>75.00</u>	
One-Time Programming Fee Per Term:	\$ _____	(no. of terms ____ X \$50 per term)
Recurring Monthly Fee:	\$ _____	(total monthly cost of all terms)
Total First Month's Billing:	\$ _____	(total of these 3 costs)

CREDIT CARD AUTHORIZATION

Credit Card: _____

Name on Credit Card: _____

Account Number: _____

Expiration Date: _____ Security Code (3 digits on back of card): _____

BILLING ADDRESS OF CARD HOLDER

Address: _____

City: _____ State: _____ Zip: _____

Acknowledgements: By signing this agreement, I have read and agreed to the terms and conditions as described above. Receipt of a copy is acknowledged by the undersigned parties

CLIENT: _____ Date: _____

By: _____ Title: _____

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Exhibit A
Search Engine Marketing Services Agreement

Programming Fees for SEM Services Agreement:

- One Time Account Set Up Fee:** A one time, non-refundable **new account fee of \$75.00** is charged for all new accounts to be set up for credit card billing monthly. This non-refundable fee is payable upfront at the time of search term activation.
- One Time Programming Fee per Search Term:** A non-refundable, one time programming fee of **\$50.00 per search term activated** is charge to program your ads and place your advertised search terms in Google and/or Yahoo. **A programming fee is charged for each new search term placed at the time of search term activation.**
- Adding Back a Dropped Search Term:** If you drop a search term, and re-add it back at a later time, a **\$25.00** per search term programming fee still applies for all terms to reprogram your term(s).
- Text Ad Changes:** Search term text ad(s) may be changed at any time at **NO COST**. Any Text ad changes normally take effect in about 48 hours.

Search Terms for SEM Services

Key Word(s) and/or Phrase(s) for SEM: **Placement is in Google unless specified otherwise.**

Other placement in addition to Google: Yahoo only Both Google and Yahoo

Terms Contracted:	Region Placed	Monthly Fee	Initials
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
	TOTAL	_____	_____

Sponsored Ad Text Guidelines

- Ad Header:** Size is limited to a total of **25 characters**, including any spaces and punctuation. Please provide or confirm the text by email to kari@TopInternetPlacement.com upon signature to this agreement.
- Text Ad:** Size is limited to a total of **70 characters**, including any spaces and punctuation. There ad must be able to be **split into 2 lines**. You are allowed **35 characters per line**.
- Please provide or confirm the text by email to kari@TopInternetPlacement.com upon signature to this agreement.
- Website displayed and landing page (a landing page is the page where those who click will enter your website):** [the website as listed in this agreement](#)

I verify that I have carefully reviewed the contract, the above search engines, terms, set up and programming fees, advertising text, and website links for the above are the search terms that I wish to use for this Agreement.

CLIENT: _____ Date: _____

By: _____ Title: _____

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Addendum
How to Use the Google Preview Tool to Preview Your Ad Campaign

Client Initials _____

In order to reliably see how your ad is being displayed regardless of your location and without affecting the statistical data that influences costs to run the ad, please always use www.google.com/adpreview

Ad Preview is a tool exclusively for Google advertisers. Searching a keyword directly on www.Google.com too often or clicking on your own ad will influence the data Google collects and may result in driving up your advertising costs.

Also, if Google recognizes your IP Address searching the same key word repeatedly, they will produce different results unique to you since it seems you are not finding what you're searching for.

Here are specific instructions on how to use this Google Ad Preview Tool:

1. Go to <http://www.google.com/adpreview>
2. Enter a keyword in the grey bar at the top.
3. Select a location.
4. Choose your marketing location for your ad campaign from the drop-down menu.
5. Click Preview ads.

IF YOU SELECTED REGIONAL GOOGLE ADVERTISING: Regional targeting is a powerful way to reach qualified prospects in the regional location that you do business. If a user (including yourself) within your region tracks to an IP address located outside of the targeted location, they will not see your ad. Conversely, if a user located outside of your region is identified by Google as being within the region they will see your ad. To see where your IP address places you geographically go here: www.ip2location.com

HOW GOOGLE DISPLAYS REGIONAL ADS: Google identifies a user's **geographic location** by tracking the location of their Internet Protocol (IP) address, an identifier assigned by a user's Internet Service Provider (ISP). A users' IP address can change periodically because most ISPs try to get you connected to the internet as quickly as possible and they may have many server locations available to route you through. This is especially true for AOL users. Google is able to identify an IP Address the majority of the time but there are conditions, including some proxy server settings that may prevent IP address identification.

If a user (including yourself) within your geographic region tracks to an IP address located outside of the targeted location, they will not see your regional placed ad. Conversely, if a user located outside of your region is identified by Google as being within the region they will see your ad. To see where your IP address places you geographically go here: www.ip2location.com

Sometimes, Google may even show your ad to users within your region for a different keyword related to your keyword. For example, if you are targeted to the San Francisco area under the key word "Photographer" your ad may appear to a San Francisco user searching for a "San Francisco Photographer." Google developed this system to ensure you reach as many searchers as possible.