

Mims Innovations, Inc.
Engagement Agreement for Web Presence Services
Managed Package

1. **Purpose.** This Service Agreement ("Agreement") made by and between Mims Innovations, Inc. and its affiliates, successors, assigns, and duly authorized representatives ("Contractor"), and _____, ("Client") with an office at _____ shall establish a relationship for the performance of specific web development, optimization and promotional services as set forth below by the Contractor for the Client in exchange for compensation as described by the terms below.
2. **Termination.** This Agreement may be terminated by either party in writing without cause with five (5) business days notice. In the event of neglectful or fraudulent acts, either party may terminate this Agreement immediately. Should this Agreement be terminated, the client still agrees to the Compensation and Non-Solicitation terms described below for work already performed under this Agreement.

NOW, THEREFORE, in consideration of the promises contained in this Agreement, the parties, intending to be legally bound, hereby agree as follows:

Work Conditions

3. **Confidential Information.** The Contractor and Client acknowledge the possible requirement for the disclosure of confidential or otherwise proprietary information for the performance of this agreement and agree that this information shall remain the property of its owner and shall not be transferred without prior written permission, as described and governed in a separate non-disclosure agreement formed between these parties.
4. **Liability.** It is understood and agreed that the software and/or web sites developed under this agreement are developed in accordance with the designs and standards of the Client, therefore, in consideration thereof the Client agrees to indemnify and hold harmless the Contractor from any and all liabilities resulting from the use of the software and/or web sites developed under this contract.
5. **Work Ideas.** All rights, titles, and interests to the software and/or web sites, including but not limited to source code, logos, graphics, images, domain names, page copy, headline copy, and all other creative elements developed under this Agreement, except where otherwise stated, shall become the

Client Initials: _____

property of the Client at the time full payment is made for the services rendered under this Agreement. In the event of a refund, full right and title to all work products developed under this Agreement shall revert to the Contractor.

The Client grants the Contractor full right and title to reuse and resell the source code developed or sold under this agreement in future projects that do not directly compete against the Client's business with respect to this Agreement. This condition does not release the Contractor from its obligation to protect confidential information disclosed under this Agreement.

Compensation Terms

6. **Compensation.** Client agrees to pay Contractor the total sum of \$9495, in four milestone payments of \$1999.00 plus one initial payment of \$1499.00 as outlined below, for the services set forth in this Agreement. Services included in this fixed amount shall adhere to all limitations described in the Scope section this Agreement. Any services rendered in accordance with this Agreement that are not specifically described in the Scope section of this Agreement will be billed at the hourly billing rates specified in the Rate Schedule below.

The client agrees to reimburse the Contractor for reasonable expenses incurred for the performance of this Agreement, if the Client approves such expenses in advance. Payment shall be made within fifteen (15) days upon receipt of an invoice for same. The Contractor shall invoice the Client every two weeks or upon completion of any milestone.

7. **Limitation of Scope.** This is a highly discounted, firm fixed-fee project with specific limitations with regard to hours spent and deliverable items. Modifications to the project, repeated edits, or changes to the scope of work, as determined by the Client, may require additional services beyond this fixed fee scope. Those changes will be billed separately. Contractor agrees to notify the client before commencing any work outside the scope of the fixed fee Agreement.

Contractor's tasks and services under the fixed fee terms of this Agreement will expire if unused within six months from the date of this Agreement.

8. **Rate Schedule.** The following is the standard rate schedule for time and materials work outside the fixed scope of this Agreement.

Standard Rate Schedule	
Principal Consultant:	\$250/hr
Senior Management Consultant:	\$200/hr
Senior SEO Consultant:	\$175/hr
Senior Web Promotion Consultant:	\$150/hr
Senior Web Developer:	\$150/hr
Senior Web Designer:	\$125/hr
Project Manager:	\$150/hr
Web Developer:	\$125/hr
Web Designer:	\$110/hr
Administrative Services:	\$65/hr

Contractor offers the client a fifteen percent (25%) discount off the hourly rates described throughout the term of this Agreement and for a period of one year thereafter.

Scope of Work & Milestones

9. **Task List.** The following tasks shall be included in the scope of work. The limitation on hours spent or the deliverable resulting from each task is enclosed in brackets underneath the corresponding task. Hourly limits are on a per task basis. At the sole discretion of Contractor, some hours may be carried over into other tasks.

- Initial Telephone Consult
 - o [1 hour]
- Web Presence Assessment
 - o [4 hours, Web Presence Assessment Report]
- Keyword Consultation/Research
 - o [4 hours, 5 keywords for KEI, 5 keywords for traffic]
- Create Web Navigation Strategy
 - o [8 hours]
- Monetization Option Research & Review
 - o [2 hours]
- Domain Name Assistance and Registration
 - o [1 registered domain name]
- Custom Web Site Design
 - o [24 hours, 10 page maximum, basic graphics]
- Basic Site Keyword Optimization
 - o [10 hours, 10 keywords, 10 page maximum]
- Managed Web Site Hosting
 - o [12 months managed hosting, includes scripts, database not included]
- Google adWords Account Setup/Assistance

- o [4 hours support, single account set up]
- Email List Management/Setup
 - o [4 hours support or 5000 addresses , single list set up]
- Copywriting
 - o [10 hours, sales letters excluded]
- Outline Additional SEO Strategies
 - o [4 hours, SEO Strategy Report]
- Outline Social Media Marketing Strategies
 - o [4 hours, Social Media Strategy Report]
- On-going Support & Management of Site
 - o [12 hour max, 6 month period, single site]
- Building Blocks of Web Presence Class
 - o [Attendance for 2 Guests]
- Advanced Web Presence Tactics and Strategies Live Class
 - o [Attendance for 2 Guests]

10. Milestones. Unless full payment is made in advance, payment is required prior to each milestone. If payment is not received within 45 days of notification of completion of a milestone, this Agreement will automatically terminate and work will cease.

Installment payments (as described above) are required in order to begin each of the first three milestones below.

1. Begin Project
2. Telephone Consult, Web Presence Assessment, & Keyword Research Complete
3. Basic Web Design and Navigation 50% Complete (Design Approved)
4. Basic Copyrighting and Strategy Reports Complete
5. Email List Set Up, and AdWords Initial Campaign Set Up Complete
6. Completion of All Tasks Above (excluding Web Presence Classes and ongoing support)

11. Client Requirements. In order to complete the tasks outlined above, the Client is required to furnish the following materials to the Contractor. Client understands and agrees that work will be delayed until all of the Client requirements are fulfilled.

In many industries the Client will be required to invest significant time assisting in the creation of industry specific information. Contractor may not have the industry expertise to create this type of information for the Client. Client agrees to provide timely support or to engage another firm to create this information.

- Provide company logo, color scheme preference, photos of office, staff, products, etc.
- Create or assist in the creation of copy for each page of the site.

Client Initials: _____

- Provide at least one piece of promotional media such as a report, whitepaper, ebook, audio file, video, etc.
- Meet with us to determine business strategies and guidelines for your business.
- Assist in creating follow up emails for new prospects.
- In certain industries the Client will be required to play a significant role in the writing of promotional material for optimization purposes.
- To be successful Client will need to create numerous articles or other industry-specific write-ups. Upon completion of this Agreement, Client will need to continue to follow the directions described in the SEO Strategy Report.
- Client must follow the directions described in the Social Media Strategy Report.
- To achieve best results we recommend the Client create a minimum online advertising budget of \$300 per month.

General Conditions

12. Non-Solicitation. During the term of this Agreement and for one year thereafter the Client agrees not to employ or solicit the employment, directly or indirectly, of any employee, agent, or consultant of the Contractor. Should the Client employ or otherwise engage in a similar profession or occupation an employee, agent, or consultant of the Contractor without written consent of the Contractor, the Client agrees to pay the Contractor a fee equal to five-hundred (500) hours at the maximum hourly rate described in the Compensation section of this Agreement.

13. Prior Agreements. This Agreement contains the final and entire agreement between the parties hereto and shall prevail over any and all prior agreements, contracts, terms, conditions, representations, and conversations.

14. Language. Whenever used, the singular number shall include the plural, the plural, the singular and the use of any gender shall be applicable to all genders. The Section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

15. Amendments. This Agreement may be amended only in writing by the parties hereto affected by such amendments.

16. Severability. The terms, clauses, and provisions of this Agreement shall be separate and severable so that if any such term, clause or provision shall be deemed to be invalid or unenforceable by a court of competent jurisdiction in the State of Maryland, then that term, clause or provision shall be deemed

void and of no effect and the remainder of this agreement shall be valid and binding upon the parties hereto.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

Each party represents and warrants that it has all requisite corporate and legal authority necessary to enter into and perform this binding Agreement. Both parties have read and understand the terms of this agreement.

IN WITNESS WHEREOF, the parties hereto have EXECUTED this Service Agreement:

For **Mims Innovations, Inc. (Contractor):**
1009 Saxon Hill Drive
Cockeysville, MD 21030

By: _____ Date: _____
Jeffrey M. Mims, President

For _____ (Client)

By: _____ Date: _____

Title: _____

Client Initials: _____