

## **MASTER SERVICES AGREEMENT**

This Master Service Agreement and exhibits, schedules, addenda, or other attachment appended hereto (the "Agreement") sets forth the agreement and understandings by and between MA WebCenters and \_\_\_\_\_ ("Client"). By executing this Agreement, Client accepts the terms and conditions of services set forth below. Hereinafter, MA WebCenters and Client may be referred to in the aggregate as the "Parties" and each singularly as a "Party".

### **PURPOSE**

Client desires to purchase web services from MA WebCenters. For valuable consideration, receipt of which is hereby acknowledged, the Parties hereto agree as follows:

#### **1. DEFINITIONS**

1. "MA WebCenters" is an inclusive title representing Market America WebCenters, its employees, affiliates, and participating resellers.
- 1.2 "Client" refers to the company or individual requesting the services and products of MA WebCenters.
- 1.3 "Service(s)" refers to MA WebCenters' search engine optimization, content creation, and/or management packages and services purchased by Client.
- 1.4 "Effective Date" is the date which this Agreement is executed by the Client.
- 1.5 "Confidential Information" refers to information that is identified by the disclosing Party as confidential, except for information that: (i) is or becomes generally available to the public other than as a result of a disclosure by the receiving Party or, (ii) was available to the receiving Party on a non-confidential basis prior to the Effective Date, (iii) is independently developed by the receiving Party without the use of Confidential Information provided by the other Party, or (iv) becomes available to the receiving Party on a non-confidential basis from a source other than the other Party, provided that such source is not bound by a confidentiality agreement with, or obligation to, such other Party.

#### **2. GENERAL TERMS & OBLIGATIONS OF THE PARTIES**

- 2.1 MA WebCenters agrees to perform the Services selected by Client as set forth in the applicable Exhibit attached hereto. MA WebCenters shall perform the Services to the best of its ability in accordance with general criteria as stipulated by industry standards. Client may upgrade or renew the Service package at any time.
- 2.2 Client shall supply MA WebCenters with any necessary information as it may request from time to time for the creation, completion, and management, if applicable, of Service. MA WebCenters will not be liable for any incorrect or erroneous information supplied by Client. Client agrees to effect any requested, necessary changes to their website, within the timeframe set forth by MA WebCenters.
- 2.3 If applicable, Client will supply MA WebCenters with any necessary administrator access rights to the Client's website in order to optimize the website, improve marketing campaigns, and/or perform other associated tasks.

2.4 Where Client purchases Search Engine Optimization Packages, Client consents to the submission of information by MA WebCenters to search engine companies on Client's behalf for the purposes set forth herein. Client further agrees and acknowledges that effective execution of Services is contingent on Client's agreement the respective terms and conditions of such search engine providers. Client acknowledges that MA WebCenters makes no representation or guarantee as to page rankings, increased website visibility, or inclusion in specific search engines.

2.5 Where Client purchases Management services, Client consents to the submission of information by MA WebCenters to marketing agents on Client's behalf for the purposes set forth herein. Client further agrees and acknowledges that effective execution of Services is contingent upon Client's agreement with any respective terms and conditions of such agent. Client acknowledges that MA WebCenters makes no representation or guarantee as to traffic volumes, feed-visibility volumes, content rankings, promotions, number of views, comments, likes, or other calls to action.

2.6 MA WebCenters does not guarantee any specific traffic volumes, feed-visibility volumes, improved search rankings, content rankings, page rankings, inclusion in specific search engines, promotions, calls to action (including, but not limited to likes, comments, shares, reposts, etc), or any other quantifiable increases in the Client's search position online. No service provider can specify or guarantee search performance results after purchasing search engine optimization, content creation, and/or management services.

2.7 MA WebCenters reserves the right to refuse the completion of Services where it believes, in its sole discretion, that the Client's website: (i) offers goods or services, uses or displays materials, that are illegal, obscene, vulgar, offensive, dangerous or are otherwise inappropriate; (ii) has become the subject of a government complaint or other regulatory investigation; or (iii) has violated or threatens to violate the letter or spirit of the Agreement.

2.8 MA WebCenters reserves the right in its sole discretion to refuse the use of materials that are subject to Intellectual Property rights of a Third Party without expressed permission or appropriate license from that Third Party. In such event, Client must present written evidence of the permitted use to MA WebCenters.

2.9 MA WebCenters reserves the right to alter and/or modify this Agreement at any time.

### **3. BILLING AND PAYMENT**

3.1 Client shall pay MA WebCenters for the selected Services at the rates, fees, and charges set forth in the applicable exhibit, service order, or administration area. Non-recurring charges such as any initial set-up fee will be charged at the point of purchase. MA WebCenters will use best efforts to charge any applicable monthly recurring fees on the same day as Client's original Service package purchase, MA WebCenters may invoice Client at any time for sums due. During your service subscription, Client authorizes an automatic monthly payment of your invoice from the credit or debit card you provided and on file with MA WebCenters.

3.2 Non-payment of sums due will entitle MA WebCenters to immediately terminate the Service, until such time as all amounts due to MA WebCenters have been paid in full. Content developed for Client by MA WebCenters remains the property of MA WebCenters until Client's balance is free of any delinquency.

3.3 Past due amounts are subject to a late charge in the amount of one and a half percent (1.5%) per month compounded monthly, or the maximum rate allowable by law, whichever is less. MA WebCenters may charge a reasonable fee for each transaction involving insufficient funds. Acceptance of late or partial payments (even if marked "Paid in Full") shall not waive any of MA WebCenters' rights to collect the full amount due under this Agreement. Client acknowledges and agrees to MA WebCenters' no-refund policy.

3.4 MA WebCenters reserves the right to unilaterally modify or amend any pricing for Services from time to time.

3.5 MA WebCenters reserves the right to commission a debt collection agency to recover outstanding payment in the event of reversed credit card charges. Purchase by Client legally represents an intent to buy the Services and cannot be withdrawn without compelling cause.

#### **4. TERM AND TERMINATION**

4.1 This Agreement shall commence on the Effective Date and remain in full force and effect for the duration of the service relationship between MA WebCenters and the Client.

4.2 For Services not bound by any minimum term commitment, Client may terminate Services at any time upon thirty (30) day's prior written notice to MA WebCenters. For Services with a minimum term commitment, Client may terminate Services at any time after the expiration of such term commitment, upon thirty (30) day's prior written notice to MA WebCenters. Termination notice must be provided in the manner set forth in Section 10. If Client terminates Services prior to the expiration of any applicable term commitment, MA WebCenters may collect the total of all charges throughout the remainder of any minimum term, which shall become immediately due and payable.

4.3 MA WebCenters may terminate this Agreement or suspend the Service at any time upon: (i) any failure of Client to pay any owed amounts when due and payable; (ii) any breach by Client of any provision of this Agreement, except as covered by clause (i) above, continuing for thirty (30) days after receipt of written notice thereof; (iii) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver, or similar event with respect to Client; or (iv) any governmental prohibition or required alteration of the services to be provided hereunder or any violation of an applicable law, rule, or regulation.

4.4 Any termination, shall not relieve Client of its obligation to pay any charges incurred hereunder prior to such event. A service reinstatement charge may be assessed in the event that MA WebCenters reactivates Customer's Service after termination, suspension or disconnection.

#### **5. CONFIDENTIALTY**

5.1 To effectuate the purpose of this Agreement it may be necessary for either MA WebCenters or Client to disclose confidential information, including log-ins, passwords, and usernames. Each Party agrees not to disclose Confidential Information of the other Party during the Term of this Agreement and for a period of two (2) years after. Each Party agrees to uphold the confidentiality of the other party's information, and shall not for any purpose disclose that information except to perform and complete the Services.

5.2 Each party acknowledges that a breach of Section 5 may cause the disclosing Party irreparable harm which would not be adequately compensated by monetary damages. Accordingly, in the event of any such breach or threatened breach, the receiving party agrees that equitable relief, including temporary restraining

orders or preliminary or permanent injunctions, shall be an available remedy in addition to any other legal remedy to which the disclosing party may be entitled.

## **6. DISCLAIMER OF WARRANTIES**

**MAWEBCENTERS WILL PROVIDE THE SERVICES IN ACCORDANCE WITH THIS AGREEMENT AND APPLICABLE INDUSTRY STANDARDS. MAWEBCENTERS MAKES NO REPRESENTATIONS OR WARRANTY, EXPRESSED OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN.**

## **7. INDEMNIFICATION**

Client agrees to indemnify and hold harmless MA WebCenters and its parents, subsidiaries, affiliates, officers, directors, shareholders, employees, and agents, from any claim or demand, including reasonable attorneys fees, made by any third party due to or arising out of Clients' conduct. Clients use of any alleged violation of the Agreement, or any alleged violation of any rights of another, including but not limited to the Clients use of any content, trademarks, service marks, trade names, copyrighted or patented material, or other intellectual property used in connection with the Client's Site. MA WebCenters reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Client, but doing so shall not excuse the Clients' indemnity obligations. Client agrees to pay MA WebCenters' reasonable attorney and expert witness fees and costs incurred in enforcing this Agreement.

## **8. LIABILITY FOR DAMAGES**

8.1 Client shall not have any claim against MA WebCenters for any losses, damages, costs or expenses resulting from the provision or failure to provide services, whether such failure results from: (i) the acts or omission of Client; (ii) Clients refusal to grant MA WebCenters administrative rights and necessary access to conduct the Services; (iii) Technical failure (including but not limited to errors, malfunctions, interruptions or delays in the provision of services); or (iv) Force majeure.

8.2 Client Agrees that its sole remedy against MA WebCenters, its Directors, Officers, Employees, Representatives, Suppliers, and Agents in the event of a breach under this Agreement or any other Agreement between the parties shall be termination of this Agreement.

8.3 MA WebCenters cannot be held responsible for additional costs to Client as a result of errors made by third parties. MA WebCenters is not responsible for performance errors by third parties and therefore cannot be held liable for any legal disputes between Client and partnering entities. Client expressly waives any claim against MA WebCenters stemming from loss of Client data through corruption, piracy, and breach of security or for any other reason.

8.4 In no event shall either Party be liable to the other Party for incidental and consequential damages, loss of goodwill, anticipated profit, or other claims for indirect damages in any manner related to this Agreement or the Services.

8.5 Client hereby Waives any claim that these exclusions and disclaimers deprive it of an adequate remedy or cause this Agreement to fail its essential purpose.

## **9. COMPLIANCE WITH LAWS**

Each Party shall comply with all applicable laws, rules and regulations concerning the provision and use of the Services. Client represents and warrants that it has obtained, and will maintain throughout the Term, all authorizations necessary for use of the Services.

## **10. NOTICES**

Any notices or communications under the AGREEMENT shall be by electronic mail or in writing and shall be deemed delivered upon receipt to the party to whom such communication is directed, at the addresses specified below. If to MA WebCenters: (i) General notices, including cancellation notice or other account inquiries, shall be addressed to [help@mawebcenters.com](mailto:help@mawebcenters.com); (ii) all legal notices and notices which purport to change the Agreement or assert entitlements under the Agreement must be sent in writing to General Counsel, MA WebCenters, 250 Pilot Rd Suite 300, Las Vegas, NV 89119. Notices to the Client shall be addressed to the electronic address specified when the Client opens an account with MA WebCenters Website, or such other address as either party may give the other by notices as provided above. Client is responsible for notifying MAWeb Centers of any changes in address. Client notice must identify the Client contact information, including but limited to: Client Company name, address, telephone number, fax number, web website address and e-mail address.

## **11. DISPUTE RESOLUTION**

All disputes concerning the Agreement and the relationship between Client and MA WebCenters, including but not limited to disputes relating to any service, rating of services, transfer of service, performance of service, payments on account, credits, promotions, special offers, performance, interruption of service or any other terms under Agreement shall be resolved through the following procedures: Client must first present any claim or dispute to MA WebCenters by contacting [help@mawebcenters.com](mailto:help@mawebcenters.com). Client must request arbitration if Client's claim or dispute cannot be resolved within 60 days and Client chooses to continue dispute. Arbitration is mandatory and binding; counterclaims may be asserted. Arbitration shall be conducted in accordance with American Arbitration Association ("AAA") Commercial Dispute Resolution rules and procedures, as modified by this Agreement. Client agrees that this Agreement evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accord with the US Federal Arbitration Act and federal arbitration law. The parties agree that Los Angeles, California shall be the location for any arbitration proceedings. An arbitrator may not award relief in excess of or contrary to what this Agreement provides, order consolidation or class arbitration, or award punitive damages or any other damages aside from the prevailing party's actual damages. Any Arbitration shall be confidential and neither the Client nor MA WebCenters may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. If any portion of this arbitration clause is determined by a court to be inapplicable or invalid, the remainder shall still be given full force and effect. **WAIVER OF PUNITIVE DAMAGE CLAIMS AND CLASS ACTIONS:** By this Agreement, both CLIENT and MAWEBCENTERS are waiving certain rights to litigate a dispute in court. If for any reason, this arbitration clause is deemed inapplicable or invalid, CLIENT and MAWEBCENTERS both waive, to the fullest extent allowed by law, any claims to recover punitive or exemplary damages and any right to pursue any claims on a class or consolidated basis or in a representative capacity. For any matter not subject to arbitration, Client and MA WebCenters agree to submit to the personal and exclusive jurisdiction of the United States District Court for the Central District of California or the Los Angeles County Superior Court, as appropriate. For any dispute, Client and

MA WebCenters agree that the US federal laws, federal or state tariffs, if any, and the laws of the state of California shall govern, without regard to its conflict of law provisions. MA WebCenters' failure to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or the court should endeavor to give effect to the parties intentions as reflected in the provision, and agree that the other provisions of the Agreement remain in full force and effect. Client agrees that regardless of any statute or law to the contrary, and any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose, or be forever barred.

**12. FORCE MAJEURE**

Other than with respect to failure to make payments due hereunder, neither Party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused by, or due to fire, earthquake, flood, water, the elements, third party labor disputes, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond its reasonable control.

**13. CUMULATIVE RIGHTS AND REMEDIES**

Except as may otherwise be provided in this Agreement, the assertion by a Party of any right or the obtaining of any remedy shall not preclude such Party from asserting or obtaining any other right or remedy, at law or in equity.

**14. WAIVERS**

No waiver of any term or condition of this Agreement shall be enforceable unless it is in writing and signed by the Party against whom it is sought to be charged. No failure or delay by either Party in exercising any right, power or remedy will operate as a waiver of any such right, power or remedy, unless otherwise provided herein.

**15. HEADINGS**

The headings herein are for convenience only and are not intended to have substantive significance in interpreting this Agreement.

Both parties acknowledge that this Agreement shall be binding upon the Client and any of Client's executors, administrators, personal representatives or business successors.

**By signing below, the Client accepts the terms of this Agreement and authorizes MA WebCenters to initiate Package Services.**

Client:

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Date: \_\_\_\_\_

MA WebCenters:

\_\_\_\_\_

Date: \_\_\_\_\_

### **EXHIBIT A – SERVICES**

For the purposes of this Agreement, the following terms shall apply:

- Search Engine Optimization Packages
  - Local Organic SEO Setup - The optimization of a websites textual content with the intended purpose of increasing the website's visibility to search engines in a local geographical area. This is a one time fee and execution service.
  - Regional Organic SEO Setup - The optimization of a websites textual content with the intended purpose of increasing the website's visibility to search engines in an expanded local geographical area. This is a one time fee and execution service.
- Content Creation - Copywriting service where a staff member will interview client, conduct research on the topics and deliver custom written content in 500 word blocks. This is a one time fee and execution service.
- Google AdWords management Packages - A search engine marketing agent will work with client to develop a keyword marketing strategy for their business. On a monthly basis, we will ensure that all campaigns are running and are optimized to deliver the best results possible for the customers ad dollar and provide a report detailing the ad campaigns activity for the previous month. This service comes with a monthly recurring fee, with a 3 month term commitment, that auto-renews every 3 months. Package differences below reflect the difference in ad spend.
  - Basic Google AdWords
  - Premium Google AdWords
  - Premium Plus Google AdWords
  - Elite Google AdWords

- Facebook Advertising management Packages - A social ad marketing agent will work with client to develop a keyword marketing strategy for their business. On a monthly basis, we will ensure that all campaigns are running and are optimized to deliver the best results possible for the customers ad dollar and provide a report detailing the ad campaigns activity for the previous month. This service comes with a monthly recurring fee, with a 3 month term commitment, that auto-renews every 3 months. Package differences below reflect the difference in ad spend.
  - Premium Facebook Ad Program
  - Premium Plus Facebook Ad Program
  
- Online Reputation Management - Service utilizing multiple disciplines to develop and execute a plan to increase positive online image, while suppressing negative online sentiment. This service comes with a monthly recurring fee, with a 3 month term commitment, that auto-renews every 3 months.
  
- Social Media Management - On a monthly basis, a social media manager will work with a client to target the social networks that can have the largest impact for their business and we will execute a plan to promote their business and engage with their client base via a preset number of posts and comments. This service comes with a monthly recurring fee, with a 3 month term commitment, that auto-renews every 3 months.