

SEO CONSULTING SERVICES AGREEMENT

IMPORTANT! BE SURE TO CAREFULLY READ AND UNDERSTAND ALL OF THE RIGHTS AND RESTRICTIONS SET FORTH IN THIS AGREEMENT. YOU WILL BE ASKED TO REVIEW AND EITHER ACCEPT OR NOT ACCEPT THE TERMS OF THE AGREEMENT. YOU ARE NOT AUTHORIZED TO USE OUR SERVICES, SOLUTIONS, SOFTWARE OR DESIGN UNLESS AND UNTIL YOU ACCEPT THE TERMS OF THIS AGREEMENT.

This is a binding legal agreement between you and eCommerce Software Solutions Online. If you do not agree to the terms of this Agreement, do not use or attempt to use the solutions, software, services or design from eCommerce Software Solutions.

By checking below box, you agree to the terms of this agreement

THIS AGREEMENT ("Agreement") is entered between eCommerce Software Solutions Online ("Developer", "Consultant", "Designer", "We", "Us" or "Host"), with its principal place of business located at 16/777 Toms Park, Cochin, Kerala, 683542 and who uses Custom Magento Development & Integration services offered by the Developer("Client", "You" or "User"), with its principal place of business located at any where in the world who buy any products or services from the Consultant and shall be effective as of the date on which Client purchase any product or service from the Consultant (the "Effective Date").

In order to become a user of any eCommerce Software Solutions Online's products and/or services, Client must agree to the terms and conditions mentioned below. Your agreement to these terms will be indicated to us by sending to us an application, or duly completed confirmation (if requested) on commencement of reseller activities or by using any of eCommerce Software Solutions Online's products and/or services, which ever occurs first.

RECITALS

WHEREAS, Consultant is engaged in the business of providing Online store development, software products, extensions & template development, software integration services, software installation, software development, IT maintenance of web site, software or hardware, testing, bug fixing, design, web services, interactive information, communication and server management, Domain Name Registration, Web site hosting, Web site design, Software application or product development, Server Maintenance, Email and Secure Web Page services, shipping services, online payment, seo, data entry, back office jobs or any other services to be provided by eCommerce Software Solutions Online to Client from time to time, as well as any services provided by us under any reseller agreement (Services and individually Service)

WHEREAS, Client has acquired a license to use and modify the software known as Magentocommerce by Varien and related extensions and graphic and software design provided by different companies (the "Software"),

WHEREAS, Client wishes to utilize the services of Developer in connection with the customization of the software pursuant to certain specifications, and for client's sole and exclusive use.

NOW, THEREFORE, Developer and Client agree as follows:

1. Scope of Services

Consultant will perform the following work ("Consultant's Work" or the "Work") for Client. Please refer Exhibit A.

2. Price and Payment Terms

Client agrees to cooperate with Consultant's reasonable requests with respect to the scheduling and performance of the work and to pay Consultant for Consultant's Work Please refer Exhibit A.

3. Term and Termination

Unless terminated as provided herein, this Agreement shall extend to and terminate upon completion of Consultant's Work as provided herein. Client may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination without cause, Client agrees to pay Consultant for all of Consultant's Work performed up to the date of termination. Either party may terminate this agreement for material breach, provided, however, that the terminating party has given the other party at least 21 days written notice of and the opportunity to cure the breach. Termination for breach shall not preclude the terminating party from exercising any other remedies for breach.

4. Ownership of Intellectual Property

Magentoocommerce and Varien who owns the software has terms and conditions regarding the license, ownership and IP rights for Magento platform. Please refer their website www.magentoocommerce.com for details regarding license, terms of use, ownership and IP. It is the responsibility of the client to comply with the terms and conditions of the respective owners of the software, hardware and design. Developer won't be responsible for any legal violation done by the client.

Similarly TYPO3 (www.typo3.org and www.typo3.com) , Wordpress (www.wordpress.org), Drupal (www.drupal.org) , Google analytics & Google base(www.google.com), Twitter (www.twitter.com) are owned by respective companies. Visit their websites for details regarding terms of use, license, ownership and IP. It is the responsibility of the client to comply the terms and condition of the respective owners of the software, hardware and design. Developer won't be responsible for any legal violation done by the client in using any design, software or hardware Client hereby grants to Developer a non-exclusive license in the Software for the sole purpose of allowing Developer to perform its obligations under this Agreement and for no other purpose.

Background Technology

Developer is the owner, licensee or sub licensee of various pre-existing development tools, routines, subroutines and/or other programs, data and materials that Developer may use or implement in the development of the website ("Background Technology"). The Background Technology includes but is not limited to those items listed attached hereto and made a part of this Agreement. Developer retains all right, title and interest in and to the Background Technology, and hereby grants Client a non-exclusive license to use the Background Technology only to the extent necessary to use the web site. Client is not authorized to sell or license any Background Technology or rights thereto to any other person or firm

5. Confidential Information

A. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by Consultant and shall not be disclosed or used by Consultant except to the extent that such disclosure or use is reasonably necessary to the performance of Consultant's Work.

B. All information relating to Consultant that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by Client and shall not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement.

C. These obligations of confidentiality shall extend for a period of one (1) year after the termination of this agreement, but shall not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

6. Warranty and Disclaimer

Consultant warrants that Consultant's Work will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR

A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

7. Limitation of Remedies

Client's sole and exclusive remedy for any claim against Consultant with respect to the quality of Consultant's Work shall be the correction by Consultant of any material defects or deficiencies therein, of which Client notifies Consultant in writing within ninety (90) days after the completion of that portion of Consultant's Work. In the absence of any such notice, Consultant's Work shall be deemed satisfactory to and accepted by Client.

8. Limitation of Liability

In no event shall Consultant be liable for any loss of profit or revenue by Client, or for any other consequential, incidental, indirect or economic damages incurred or suffered by Client arising as a result of or related to Consultant's Work, whether in contract, tort, or otherwise, even if Client has advised of the possibility of such loss or damages. Client further agrees that the total liability of Consultant for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of Consultant, whether in contract, tort or otherwise, shall not exceed an amount equal to the amount actually paid by Client to Consultant for Consultant's Work during the twelve (12) month period preceding the date the claim arises. Client shall indemnify and hold Consultant harmless against any claims by third parties, including all costs, expenses and attorneys' fees incurred by Consultant therein, arising out of or in conjunction with Client's performance under or breach of this Agreement.

9. Relation of Parties

The performance by Consultant of its duties and obligations under this Agreement shall be that of an independent contractor, and nothing herein shall create or imply an agency relationship between Consultant and Client, nor shall this Agreement be deemed to constitute a joint venture or partnership between the parties.

10. Employee Solicitation/Hiring

During the period of this agreement and for twelve (12) months thereafter, neither party shall directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the other. The terms "former employee" and "former subcontractor" shall include only those employees or subcontractors of either party who were employed or utilized by that party on the Effective Date of this Agreement.

11. Miscellaneous Provisions

A. Client hereby permits the Developer to subcontract any part of the Work to an independent contractor. Except as provided herein, neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

B. Any dispute arising under this Agreement shall be subject to binding arbitration by a single Arbitrator, in accordance with its relevant industry rules, if any. The parties agree that this Agreement shall be governed by and construed and interpreted in accordance with the laws of Kerala, India. The arbitration shall be held in Kerala, India. The Arbitrator shall have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

C. If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

D. If any term of this Agreement is found to be unenforceable or contrary to law, it shall be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

E. Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay is caused by events or circumstances beyond the delayed party's reasonable control.

F. The waiver by any party of any breach of covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

G. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

EXHIBIT A: STATEMENT OF WORK

1. OPTIMIZING YOUR ONLINE STORE WEBSITE

(i) Alt Tag

If using image links, specify descriptive alt attribute with optimized rich keywords.

The easiest way to see if images have alt tags is to switch off images in the browser and see if text is shown in the place of the image. This is extremely important when using images as links as this is what search engines will use in place of the link text that would normally be used to describe the link.

In, Your Online Store optimized keywords as alt tag should be added.

(ii) Title, Meta Keywords and Meta description

In Your Online Store web pages title, Meta tag and Meta description should be added with relevant optimized keywords for web promotion and optimization.

(iii) Files rename

File rename should be done to Your Online Store according to the optimized keywords to the relevant pages for web promotion.

(iv) H Tag and Breadcrumb

Adding keywords to H tags towards each page and, Breadcrumb will be added to each page. It will look like Home >> Product Extensions >> Product Extension Facts

(v) Content optimization

The Home page is an extremely critical page as this is what is usually submitted to the search engines. Normally this is the starting point for search engine spiders. Home page content should be optimized with precise keyword rich contents.

Meta keywords and Meta description will be added to the content of the home page for Google and other major search indexing.

Note: More page with value added content takes to more visitors, hits and website popularity.

(vi) Navigation links

The main website navigation links should be available at the head and foot of each web page. In Your Online Store, there are navigation links at the head and foot of each web page.

(vii) Sitemap

A sitemap contains links to every page of your site. The navigation becomes easy for the visitors and also for the search engines to crawl.

Site maps can improve search engine optimization of a site by making sure that all the pages can be found. Your Online Store should have a sitemap.

2. SUGGESTED KEYWORDS GROUP

Here we analyze keywords relevant for your segment and products. Using key word selection tools, we use different combinations of it also. This process is an important step. We spent good time behind this step to do research.

3. COMPETITOR ANALYSIS

The competitors would be analyzed as part of the bigger SEO project. We will look at what your competitors are doing well, number and the quality of their inbound links, keywords, etc.

4. LINK POPULARITY (INBOUND LINKS) & PAGE RANK

Your Link Popularity is one measure Google uses to calculate your Page Rank. Having lots of good quality (PR > 3) inbound links will improve your Page Rank

Your Online Store website currently may have limited links found by the major search engines. We will invest time to build links for you ethically. Our static site strategy gives you a “double whammy” of increasing Your Online Store link popularity, and hence Page Rank should increase.

We would expect this to increase, as the continuous link building progress; thus boosting Your Online Store optimized keywords.

5. SEARCH ENGINE & DIRECTORY SUBMISSION

- Identify link directories suitable for your business
- Link directory submissions
- Affiliate/Partner/Supplier Reciprocal Links
- Free engine submissions

6. SOME OF THE TASKS WE MAY BE DOING FOR YOUR ONLINE STORE

We recommend that the search engine optimization project take course over a 12-month period with the first significantly visible results noticeable after 6 months period. Table below shows some of the tasks we may do for those who subscribe our advanced plan

Month Tasks

1. Initial SEO analysis and documentation
2.
 1. Setting up search engine friendly URL
 2. Setting up search engine friendly Meta tag setup based on services

3. Restructure website according to what is agreed to be optimized.
 4. Competitors Analyze
 5. Prepare plan for exact keyword groups that the website pages will be optimized for.
 6. Adding Title, meta and alt tag related to the optimized page keywords
 7. Optimizing home page texts and Identify existing pages where content should be optimized for related keywords
 8. Renaming link names to the related keywords
 9. Identify directories and websites for adding back links (one way inbound links)
 10. Creating Google sitemap, website sitemap and RSS feed
 11. Installing and configuring Link Building applications.
 12. Configuring Google Analytics web statistics
3.
 1. Continue adding backward links.
 2. Monitor keyword groups result.
 3. Identify directories and websites for adding back links (one way inbound links)
 4. Monitoring web site statistics and log analysis
 4.
 1. Continue adding backward links.
 2. Monitor keyword groups result.
 3. Identify directories and websites for adding back links (one way inbound links)
 4. Monitoring web site statistics and log analysis
 5.
 1. Continue adding backward links.
 2. Monitor keyword groups result.
 3. Identify directories and websites for adding back links (one way inbound links)
 4. Monitoring web site statistics and log analysis
 5. SEO Progress report
 6.
 1. Continue adding backward links.
 2. Monitor keyword groups result.
 3. Identify directories and websites for adding back links (one way inbound links)
 4. Monitoring web site statistics and log analysis
 7.
 1. Continue adding backward links.
 2. Monitor keyword groups result.
 3. e-optimizing keyword groups according to SERPR
 4. Competitors Analyze
 8.
 1. Continue adding backward links.
 2. Monitor keyword groups result.
 3. Monitoring web site statistics and log analysis
 9.
 1. Continue adding backward links.
 2. Monitor keyword groups result.
 3. Monitoring web site statistics and log analysis
 4. SEO Progress report
 10.
 1. Continue adding backward links.
 2. Monitor keyword groups result.
 3. Monitoring web site statistics and log analysis
 11.
 1. Continue adding backward links.
 2. Monitor keyword groups result.
 3. Monitoring web site statistics and log analysis
 12.
 1. Continue adding backward links.

2. Monitor keyword groups result.
 3. Monitoring web site statistics and log analysis
- 13.
1. Continue adding backward links.
 2. Monitor keyword groups result.
 3. Monitoring web site statistics and log analysis
 4. SEO Progress report

Payment terms: Payments can be made before the first week of each month according to the hours to be worked.

Recommendations:

- 1) All products should have a separate unique page for search engine friendliness
- 2) Major Search engines like (Google, Yahoo, MSN) will not index pages, which are under construction. To get indexed in search engines, all pages should be completed.

7. SEO Terms and conditions:

1. No SEO specialist can offer 100% guarantee of getting your website ranked #1 on any major search engine on your desired keywords, and so eCommerce Software Solutions Online. But we have a high degree of confidence that a top 10 or 20 ranking is attainable, in one or more of the target search engine(s) with relevant keywords.
2. Ongoing search engine optimization is important. Search engines change their inclusion policies ranking algorithms and methods all the time, and unless we keep maintaining the site with necessary analysis, tuning and make necessary alterations accordingly; a highly ranked site is unlikely to hold that position for very long. Also we should always remember that our competitors are watching us, and promoting their site to overcome us in Positioning.
3. Search engines will rank websites with their own strategies, in a same search phrase or keywords; it's technically impossible to rank highly on all the major search engines at the same time. We approach to focus our efforts on only the most relevant search engines, and only the most important keyword, in relation to your website.
4. According to each search engines, they maintain a time to include our site in their database; it could be in days, weeks, or even months. No SEO firm can speed up the process in any business way.
5. You may cancel your monthly SEO contract at any time; however no refunds can be issued for unused days in the current month.
6. eCommerce Software Solutions Online can help to make guaranteed inclusion with paid inclusion schemes. Some search engines offer a onetime or yearly. Increasingly; search engines are moving towards paid-inclusion models. In other words, you have to pay to get in (sometimes a once-only fee, sometimes an annual fee). eCommerce Software Solutions Online can guide you to choose the paid inclusions. This proposal DOES NOT contain any assurances for paid inclusions, PPC campaigns or Ad word proposal, as we do them as a separate Service.
7. For projects that require greater exposure and have bigger SEO-specific budgets, we tailor individual and more intensive SEO strategies.
8. We must have the necessary FTP access to your website server in order to optimize your website unless otherwise negotiated. Adjustments are nominal and rarely noteworthy and we will work as a team to maintain your original content.
9. Any of the following actions will void our efforts and agreement:
 - a. Any website downtime of 14 days or more

b. If our optimization changes are removed, overwritten, or deleted.

c. You make substantial changes to your website without discussing these changes with us beforehand.

10. We will not accept projects involving pornography, hate or any website that violates the law and reserve our right to accept or decline any proposed optimization service.

11. We have no short cuts. Our SEO methods are straightforward and acceptable to search engines. But rarely have we observed that web sites loosing their existing rank after we started working on the web site. We are not in a position to say why it happens so. If such a thing happen we won't be liable for the associated loss caused by this drop in ranking for your web site. From our end we will be doing only ethical SEO and we will do our best to get a better ranking for you; ethically using well accepted Industry practices.

12. If your pages are light in text content (less than about 200 visible words per page), you will provide additional relevant content for the purpose of enhancing SEO ranking. For any Clarifications please write to info@eCommerceSoftwareSolutionsOnline.com

By checking box, you agree to the terms of this agreement