



February 2, 2010

Dear Valued Customer,

Matrixwebs.com is now offering a social marketing contract. These are very popular (seems more people want to spend money on this rather than upgrades).

The goal of the plans is to use new social and viral marketing techniques to expand your brand image. The tools used are BlogSuite, Facebook, Twitter, Yelp, and but not limited to the Yellow pages.

Why should you do this?

A large and growing portion of some of the most valuable demographics are spending more of their time and attention on Facebook and less on other channels and media. Not only are US college students and teenagers fully engaged in Facebook, but adults, professionals, and people from around the world now constitute a substantial portion of the Facebook user base as well.

However, most marketers lack a comprehensive understanding of the vast array of explicit and implicit marketing channels Facebook offers – most of which are viral.

The amounts below are a small price to pay for “management” of your reviews, blogs, technical and creative writing, and on time monthly statistics to make sure your plan is working.

A handwritten signature in black ink, appearing to read "Greg Richards", with a large, stylized flourish at the end.

Greg Richards
President
Matrixwebs.com



Matrixwebs.com, LLC, Social Marketing Contract for 2010

Please select one of the following contract terms, sign, and return to Matrixwebs.com with payment by February 5th, 2010. Mail to Matrixwebs.com, LLC | 18330 Sutter Blvd. | Morgan Hill, CA 95037

Marketing

We have added the following options for our customers. Social marketing is the current trend in marketing your company and website. We have seen substantial increases in traffic when these plans are implemented. All articles, reviews, blogs, and company profiles are professionally written by both in house and remote creative and technical writers. You'll be able to tell within 3 months if the plans are working by reviewing the detailed reports we send monthly.

- Social Marketing – Level 1 – \$250.00 per month:**
 - a. Initial front page changes to place icons.
 - b. 1 Yelp review per month.
 - c. Blog setup, generic look. Hosting included.
 - d. 1 blog post per month.
 - e. Facebook and Twitter account setup for fan pages.
 - f. 2 Facebook and Twitter posts per month.
 - g. Webmaster tools on Google.
 - h. Syncing of Blogs, Facebook and Twitter.
 - i. Google analytics setup.
 - j. Statistic review once a month and report sent to you.
 - k. Listings in City Guides.
 - l. 1 Review and/or rating in Yellow pages per month.

- Social Marketing – Level 2 - \$350.00 per month:**
 - a. Initial front page changes to place icons.
 - b. 2 Yelp review per month.
 - c. Blog setup, customized look. Hosting included.
 - d. 2 blog post per month.
 - e. Facebook and Twitter account setup for fan pages.
 - f. 2 Facebook and Twitter posts per month.
 - g. Syncing of Blogs, Facebook and Twitter.
 - h. Webmaster tools on Google.
 - i. Google analytics setup.
 - j. Statistic review once a month and report sent to you.
 - k. Listing in your local City Guide.
 - l. 2 Reviews and/or ratings in Yellow pages per month.

- ☐ **Social Marketing – Level 3 - \$550.00 per month:**
 - a. Initial front page changes to place icons.
 - b. 3 Yelp review per month.
 - c. Blog setup, customized look.
 - d. Blog Training.
 - e. Blog reports, monthly.
 - f. 2 blog post per month.
 - 1. 1 feedback on your blog post per month.
 - g. Facebook and Twitter account setup for fan pages.
 - h. 4 Facebook and Twitter posts per month.
 - i. Syncing of Blogs, Facebook and Twitter.
 - j. Webmaster tools setup on Google.
 - k. Google analytics setup.
 - l. Statistic review once a month and report sent to you.
 - m. Listing in City Guide.
 - 1. 1 comment per month.
 - n. 2 Reviews and/or ratings in Yellow pages per month.
 - o. Monthly Mass emailer

- ☐ **Social Marketing – Level 4 - \$750.00 per month:**
 - a. Initial front page changes to place icons.
 - b. 3 Yelp review per month.
 - c. Blog setup, customized look.
 - d. Blog Training.
 - e. Blog reports, monthly.
 - f. 2 blog post per month.
 - 1. 1 feedback on your blog post per month.
 - g. Facebook and Twitter account setup for fan pages.
 - h. 4 Facebook and Twitter posts per month.
 - i. Syncing of Blogs, Facebook and Twitter.
 - j. Webmaster tools setup on Google.
 - k. Google analytics setup.
 - l. Statistic review once a month and report sent to you.
 - m. Listing in City Guide.
 - 1. 1 comment per month.
 - n. 2 Reviews and/or ratings in Yellow pages per month.
 - o. YouTube Video and 1 comment per month.
 - p. Monthly Mass emailer

- Social Marketing – Level 5 - \$1000.00 per month:**
 - a. Initial front page changes to place icons.
 - b. 3 Yelp review per month.
 - c. Blog setup, customized look.
 - d. Blog Training.
 - e. Blog reports, monthly.
 - f. 4 blog post per month.
 - 1. 1 feedback on your blog post per month.
 - g. Facebook and Twitter account setup for fan pages.
 - h. 4 Facebook and Twitter posts per month.
 - i. Syncing of Blogs, Facebook and Twitter.
 - j. Webmaster tools setup on Google.
 - k. Google analytics setup.
 - l. Statistic review once a month and report sent to you.
 - m. Listing in City Guide.
 - 1. 1 comment per month.
 - n. 2 Reviews and/or ratings in Yellow pages per month.
 - o. YouTube Video and 1 comment per month.
 - 1. We create the videos
 - p. Bi- Weekly Mass emailer.

SOCIAL MARKETING AGREEMENT

By and between Matrixwebs.com, 18330 Sutter Blvd., Morgan Hill, CA 95037 and (Company)

1. Term of Agreement

This agreement shall commence on the effective date, which is the date Matrixwebs.com accepts this agreement and a fully executed original copy thereof is received by "**(Company)**", and shall remain in effect for a period of time as described in initial term. This agreement shall automatically renew for a period of twelve (12) months ("Subsequent Term") unless terminated by either party upon not less than thirty (30) days prior written notice. Matrixwebs.com, LLC may, at its option, immediately terminate this agreement for any payment delinquency in excess of thirty (30) days.

* Initial Term of Contract = 6 months



2. Charges

Marketing Maintenance Agreement charges as set forth and made a part of this agreement commence on the effective date stated in the introduction hereof and shall be payable in advance. The initial payment will be due and payable within 30 days of the effective date of this agreement with invoicing occurring thereafter.

Charges other than the Maintenance charges identified above, which include travel expenses, overtime, and those other expenses identified in caption 7 hereof, shall be invoiced, and all charges hereunder will be due and payable within thirty (30) days from date of "**(Company)**," receipt of invoice.

3. Scope of Matrixwebs.com, LLC Web Site Marketing Agreement

- a. Matrixwebs.com shall provide the client with a schedule of the items contained within the selected option. This schedule will detail out what day selected items will be completed during each month.

4. Exclusions from Matrixwebs.com, LLC Website Marketing Agreement

The following services are outside the scope of Matrixwebs.com, LLC Maintenance Agreement

- a. Programming changes
- b. Product management
- c. Major Artwork changes
- d. Major .Net programming

If a change is deemed to be outside the scope of the Website Maintenance Agreement then the customer is to be notified and a quote sent over for changes.

5. Matrixwebs.com, LLC Website Marketing Agreement Period

Matrixwebs.com, LLC shall provide marketing maintenance, as defined in caption 3 and 4 hereof, during the period of nine (9) consecutive hours between the hours of (8:30 a.m. and 5:30 p.m. daily Monday through Friday, except legal holidays) unless otherwise provided herein. Legal holidays shall include only those holidays specified.

6. Disclaimers; Customer's Responsibilities

MATRIXWEBS.COM'S OBLIGATIONS UNDER THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED. MATRIXWEBS.COM, LLC WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME OR LOSS OF USE OF OTHER BENEFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE MAINTENANCE SERVICE PERFORMED THEREUNDER IT IS THE



RESPONSIBILITY OF THE CUSTOMER TO ENSURE THAT ALL OF ITS FILES ARE ADEQUATELY DUPLICATED AND DOCUMENTED. MATRIXWEBS.COM LLC WILL NOT BE RESPONSIBLE FOR CUSTOMER'S FAILURE TO DO SO, NOR FOR THE COST OF RECONSTRUCTING DATA STORED ON DISC FILES, TAPES, MEMORIES, ETC. LOST DURING THE COURSE OF PERFORMANCE OF MAINTENANCE SERVICE.

7. General

Matrixwebs.com agrees not to adjust the specified monthly and other charges or per call rates and terms in effect on the effective date of this agreement as part hereof whether the equipment specifications, attachments, or features of any type of equipment are changed or unchanged without the prior written consent of **(Company)**. In the absence of such prior consent, **(Company)** has the right to immediately terminate the Agreement without any further liability to Matrixwebs.com.

Neither party is responsible for any failure to render service due to strikes or causes reasonably beyond its control.

This agreement is not assignable by either party without the prior written consent of the other party. Any attempted assignment without prior written consent shall be void.

Either party may terminate this agreement at any time following receipt of written notice to the other party and a period of thirty (30) days to cure the alleged failure of the other to comply with any of the terms and conditions of this agreement. Matrixwebs.com, LLC reserves the right to terminate website maintenance service immediately in the event customer is in default under any agreement with Matrixwebs.com, LLC following customer's receipt of written notice and failure to cure such default within the aforementioned thirty (30) day period to cure. This agreement will terminate immediately and all charges due hereunder will become immediately due and payable in the event that either party hereto makes an assignment for the benefit of creditors, or a voluntary or involuntary petition is filed by or against either party under any law having for its purpose the adjudication of either party as bankrupt or the reorganization of either party, as the case may be.

Any notice or communication given hereunder shall be in writing and mailed, if to Matrixwebs.com, to the address of Matrixwebs.com office shown on the face of this agreement, and if to the customer, to the address of the customer shown on this agreement, or to such other address as such party shall have heretofore designed by notice in writing. Unless otherwise provided, any such notice, if mailed properly addressed and postage prepaid, shall be deemed given upon the third business day following deposit in the United States mail.

This agreement shall be governed by the laws of the State of California and constitutes the entire agreement between Matrixwebs.com and the customer with respect to the furnishing of Matrixwebs.com on-site maintenance service and computer service center. No provision of this agreement shall be deemed waived, amended or modified by either party unless such



waive, amendment or modification be in writing signed by the party against whom it is sought to enforce the waiver, amendment or modification.

The foregoing terms and conditions shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the customer for the repair or maintenance of the equipment.

Customer acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and conditions. Further, customer acknowledges that this agreement is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.

Any written consent required hereunder shall not be unreasonably withheld.

In witness whereof, the parties hereto have agreed to the terms of this contract. 2nd day of FEBRUARY, 2010

(Company)

BY _____

_____, _____

MATRIXWEBS.COM, LLC