

U S SOFTWARE INC

Search Engine Positioning Agreement

U S Software Inc

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1. U S Software Inc agrees to provide Client with Search Engine Positioning and Reporting Services (hereinafter referred to as "SEPR") as described in this agreement. U S Software Inc is authorized to use the specific keywords and/or phases set forth below for development, improving the ranking of, and/or positioning the contents of the Client's URL(s) in the search engines and/or directories that are most frequently used by the general public which are defined below and or other items other than optimization listed here.
2. Client agrees to pay U S Software Inc an initial deposit fee for services rendered [unless waved by U S Software Inc. Client will be billed in advance of services rendered. Clients will be provided with the service contract for approval prior to billing and commencement of services [other than research in connection with the SEPR service which are complimentary].
3. SEPR Services are intended to provide the client with preferential positioning in selected search engines and report results upon client request. SEPR Services include:" Research keywords and phrases to select appropriate, relevant search terms. Spell out your keywords where possible, while other keywords may be refined based on research. . Position your site(s) on the specified search engines at such a position as to maximize traffic and quality of traffic to y our site (s) within the operating budget.
4. Selected search engines include, but are not limited to: Google, Yahoo!, MSN, Alta Vista, Direct Hit, Fast, Looksmart, Infoseek Network, Excite, Lycos, Hot Bot, and Open Directory.
5. Client acknowledges the following with respect to services: Web Search USA has no control over the policies of search engines with respect to the type of sites and/or content that they accept now or in the future. Client site may be excluded from any search engine or directory at any time at the sole discretion of the search engine or directory. If outlined in contract under optional services company will resubmit pages that have been dropped from the index. Due to the competitiveness of some keywords/phrases, ongoing changes in search engine ranking algorithms and other competitive factors, U S Software Inc does not guarantee #1positions for any particular keyword, phrase or search term. Client will although see a sponsored ranking in one or more of the search engines above if not all.

6. U S Software Inc is not responsible for changes made to the Web site by other parties that adversely affect the search engine rankings of the client's Web site.
7. U S Software Inc makes no other claims, warranties, or guarantees with respect to the services it provides. Jurisdiction over any disputes arising under or pertaining to this agreement or to the services rendered by U S Software Inc pursuant to this agreement will be limited exclusively to the courts and laws of Orange County, New York without regard to conflict of laws principles .
8. Confidentiality: During the term of this agreement, and therefore for a period of two (2) years, the U S Software Inc shall not, without the prior written consent of the client, disclose to anyone any confidential information. "Confidential information" for the purposes of this agreement shall include client 's proprietary and confidential information such as, but not limited to, customer lists, business plans, marketing plans, passwords or user ids, financial information, designs. Confidential information shall not include any information that: Is disclosed by client without restriction, or becomes publicly available through no act of U S Software Inc. Is rightfully received by U S Software Inc from a third party.
9. Contract is to remain in effect on an ongoing basis with a recurring monthly billing cycle to begin on the date of this contract and follow each month (30 days) after initial placement unless otherwise canceled by either party.
10. Either party may cancel this contract with 30 days written notification. If written notice is received prior to the next billing cycle the client shall not be billed for services thereafter, as it will indicate the customer no longer wishes services to be rendered. There shall be no refund given for services rendered after the billing cycle commences.
11. This contract is binding throughout the world with its computer generated signature. A signature, whether electronic or on paper/is first and foremost a symbol that signifies intent. Thus, the definition of "signed" in the Uniform Commercial Code includes "any symbol" so long as it is "executed or adopted by a party with a present intention to authenticate in writing" Your agreement in writing or electronically constitutes a legally binding agreement to both parties stated above.
12. This contract is also used for the optimization services installed within this site, without implication of and capable or implied result guarantee on the part of U S Software Inc to any website developer or designer for the duration of one year from submission as a nonrefundable service to augment the results of their client's websites. This statement constitutes the obligation presented to each company and implies no further services involved unless stated above or contracted otherwise.