

Cyberweb Hotels, LLC

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This agreement is entered between **Cyberweb Hotels, LLC** and
_____ located at _____ on
_____.

Section -1 Contract Information:

- 1.1 **Website Name:** www.xyz.com
- 1.2 **Package:** smartSELL Package - Domain Name, Hosting, Design & SEO. Web-Space - 100 MB, Bandwidth - 1 GB, Website Design Pages - 7, SEO Keywords - 10.
- 1.3 **Package Cost:** US \$ 1226 for First Year.
US \$ 950 for renewal every year after first year.
- 1.4 **Minimum Contract Period:** 5 Years
- 1.5 **Payment Terms:** Annual advance payment.

Section 2 : Security Policy:

2.1 The client will have complete and unrestricted access to POP3 – mailbox and mailbox passwords.

2.2 To protect the clients, Cyberweb will NOT share the client's virtual-space FTP login and password or Domain management login and password.

2.3 Cyberweb Hotels will not provide technical support or customer support to ANY PERSON or company outside the client's team. In other words, the client cannot ask other agencies or company to call us for password or related technical or customer support.

2.4 The client cannot ask Cyberweb to upload any content, images or data that are in violation of local or international law, in violation of search engine policies or in violation of hotel industry or brand's policies.

2.5 If Cyberweb Hotels determines any such violation, the client's website will be immediately taken off the Internet.

2.6 Cyberweb Hotels uses licensed images and codes for website development. Client does not have ownership of licensed images or codes used in the website. Client will not ask or cause anyone to ask to have access to or control of code, content, images and other intellectual work done by Cyberweb on the client's website.

Section- 3: Web-Hosting & Domain Name Registration:

3.1 Cyberweb Hotels will charge for bandwidth and volume of data transfer allowed on your account. Cyberweb's decision in this matter will be final and binding. Each package will have FREE bandwidth equivalent to 10 times the web-space. Additional bandwidth usage will be charged.

3.2 The best-managed computer system in the world is prone to breakdown. Although Cyberweb Hotels will make all efforts for smooth functioning of the web-server the company will not be responsible for server breakdown and deletion of data on the server or any such unforeseen incidence.

3.3 Cyberweb Hotels reserves the right to transfer, shift or alter the web-server specification depending on new technologies and market needs. For all such matters the decision of the company will be final and binding on clients.

Section- 4 : Website Design:

4.1 Client will give ALL content for all pages of his website in Microsoft Word or PDF format by sending soft-copy of the content as email attachment. Client will send the final copy of content after proof-reading and correcting all spelling and grammar mistakes. Client realize that Cyberweb will NOT proof-read the content and will not be responsible for errors in the content sent by the client.

4.2 Client realizes and agrees that if he/she delays sending the content in required format, the website design project will be delayed. Client also understand if he/she makes any changes in the content after sending the first content, there will be extra charges for design changes and modification.

4.3 Client will provide clear idea on what type of layout Client will like for home-page of the website. Client will also provide minimum 3 website URLs having website design that Client like.

4.4 Cyberweb Hotels project leader will design a demo-layout based on client's instructions and preferences. Client will give comments and approval on the demo-layout within 2 days of receipt of the demo-layout link. Cyberweb will make maximum of 2 changes in the demo-layout. Any additional changes in the demo-layout will require additional payment.

4.5 If Client does not give changes or approval in home-page layout within 2 days, the layout will be deemed to be approved and Cyberweb will take further steps to design website based on this layout.

4.6 Client will clearly specify the number of pages involved in the website design. The total number of pages will be as per the details given in Contract Information section.

4.7 Client understands and agrees that Cyberweb Hotels, LLC website designer or project leader will not be available for personal meeting at client's office. Client will either send all project details by email, phone or will visit Cyberweb center in Kandivali, India during the regular working hours. Cyberweb project leaders will be available for telephonic consultation during regular working time in India.

4.8 Client agrees that once the Home-Page Layout is completed and approved, any future changes will require additional time and payment.

4.9 Cyberweb Hotels, LLC Project leader will complete the remaining pages of the website based on the home-page layout. Client will check and approve the remaining pages within 7 days of getting the links and pages.

4.10 If Client does not give any response or approval within 7-days of getting the links or pages, the website project will be deemed to have successfully completed and Client will promptly make the balance-payment.

4.11 For all additional work outside the scope of the current project, Client will make the extra payment as per Cyberweb's request. Cyberweb's decision regarding the work considered outside the scope of the project and payment for the extra work will be final and binding.

4.12 Client recognize that sometimes, after the project is complete, Client may get new ideas or Client may need to make any changes, Client will make additional payment for any extra work that Client assigns.

4.13 The quotation for the project expires within 7 days. If Client does not make payment and send signed agreement with 7 days, Cyberweb has the right to revise the timeline to complete the project.

Section- 5 : Search Engine Optimization, SMO and Internet Marketing:

5.1 **As a part of the combined smartSELL package, Cyberweb Hotels LLC.** agrees to provide Client with Search Engine Marketing Services ("SEM") by listing the client's site in CGS's most popular Trade Directories, Leading Internet Search Engines like Yahoo, Google, AOL and related portal sites as described in this agreement.

5.2 **Cyberweb Hotels LLC** will use its proprietary Search Engine Ranking Improvement system "**SuperRank**" to ensure that the client's website is ranked at top positions in the leading Internet search engines.

5.3 Cyberweb Hotels LLC owns popular directories that are ranked very high on search engines. It is observed that **Top Ranking in CGS's Portal** results in higher ranking for client's website in leading search engines. However, it is NOT guaranteed that addition in our directories will product top ranking.

5.4 The client's site will be listed in popular portals and trade-directories owned by Cyberweb Hotels LLC.

5.5 **Cyberweb Hotels LLC** 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 in the search engines and/or directories that are most frequently used by the general public.

5.6 Client agrees to pay **Cyberweb Hotels LLC as per the agreed terms & conditions as given in Contract Information.** In case, client gives additional pages and/or keywords to be promoted during the Promotion Contract Period, there will be an extra charge for additional Keywords and for additional links.

5.7 To maintain high ranking after initial period of 1 year, the client requires to renew the SEM service, if the client don't renew or make any delay in contract renewal process then **Cyberweb Hotels LLC** cannot be held responsible for the drop in client's website ranking in Search Engines.

5.8 SEM Services are intended to provide the client with preferential positioning in selected search engines and report results on an ongoing and timely basis. SEM Service includes:

- Initial search engine optimization report.
- Customized keyword analysis to define the best suited key phrases for your business.
- Title tag and Meta tag optimization.
- On page optimization and Image optimization.
- Creation of a search engine friendly site map for better crawling of your site.
- Hand submissions to the top search engines & directories using our unmatched experience for individual engines and directories.
- Search engine submission confirmation reports as well as email and Chat assistance if you need it.
- Link Popularity Development – if required then we may do manual link requests to related websites.
- Quarterly reports showing ranking progress.
- Exclusive Account manager.

5.9 FTP access of Client's website for uploading optimized pages and making mutually agreed changes in order to achieve and maintain positioning in SE. FTP details will be secured with Cyberweb.

5.10 Where FTP access is not possible, client agrees to provide an email address of a technician who can upload requested changes on a timely basis. **Cyberweb Hotels LLC** cannot be held responsible for delays once the technician has been notified of the upload request. A copy of the request will be sent to client.

5.11 If client's site is light in textual content, client will provide additional relevant text content in electronic format for the purpose of creating additional web pages or will add more keyword rich content in existing pages.

5.12 The client promises NOT to make any changes in the website that Cyberweb has made without consulting Cyberweb SEO Technical team members. Any abrupt or additional work done without Cyberweb's knowledge may result in drop in Search Engine and in some cases client's website may get blacklisted by search engines.

5.13 **Intellectual Property Rights:** The meta-tags, content, SEO process and various reports created and submitted to the client are Intellectual Property of Cyberweb. This Intellectual Property is licensed to the client for SEO purpose during the contract period of one year. The client will not copy & re-use Cyberweb meta-tags, content or other SEO

information. After a period of one year, Cyberweb SEO Intellectual Property license will be renewed for additional one year when the client renews the SEO contract and makes the annual payment for renewal.

5.14 By signing up our SEM service, client agrees to follow our guidelines and accept or make changes accordingly to his web site to achieve higher ranking in search engines. The client understands that the promotion work will be delayed if there is delay in implementing the suggestions request given to the client.

5.15 **Cyberweb Hotels LLC** guarantees best effort on client's behalf. The Search Engines and Directories are constantly changing their algorithms--the rules they use to decide which pages and websites are most relevant for people who use them. The precise make-up of these algorithms is closely guarded by the Search Engines. We use our experience and expertise to present your site in the best light, no matter how these rules may change. As and when the search engines change their algorithm, the change can affect your current ranking, we will analyze new changed algorithm and make sure your site will be compatible with it and get top ranking again. It generally takes 8-10 weeks to get the initial ranking of your website on search engines.

5.16 Cyberweb Hotels LLC. SEO practices are in 100 % compliance with Google's recommendation for ethical and responsible SEO services. As per the Google and most search engine's guidelines for ethical and responsible SEO practices, Cyberweb Hotels LLC or no other SEO company can provide any guarantee for top listing. Please carefully read the Google's specific notice and recommendation given for SEO related questions and concerns on –

<http://www.google.com/support/webmasters/bin/answer.py?answer=35291>.

Specifically, read the point # 2 on the Google Page, which is reproduced below:

TAKEN FROM GOOGLE'S WEBSITE: "No one can guarantee a #1 ranking on Google.

Beware of SEOs that claim to guarantee rankings, allege a "special relationship" with Google, or advertise a "priority submit" to Google. There is no priority submit for Google. In fact, the only way to submit a site to Google directly is through our Add URL page or through....."

Any deviation from Google's standard policy may result in your site getting permanently getting black-listed by search engine. Cyberweb adheres to following guidelines:

<http://www.google.com/support/webmasters/bin/answer.py?answer=35769>

5.17 Cyberweb assures client best efforts to get the client's site at top. Based on Cyberweb's experience since 1995 & work with thousands of clients, it is likely that the site will get listed at top and will remain at top. However, Cyberweb does not and cannot directly or indirectly guarantee or promise any financial gain, specific traffic or precise ranking of your site on search engine. Also, Cyberweb Hotels LLC does not and cannot make any direct, indirect or implied promise/ guarantee that the website will rank at top or will rank at top within certain time-frame and the ranking will be maintained. The payment made to Cyberweb for Google Adwords charges, natural Search Engine Optimization is non-refundable and non-transferable.

5.18 Cyberweb Hotels LLC. DOES NOT GUARANTEE or PROMISE top listing in any search engine or directory. The amount paid for Search Engine Marketing service is non-refundable and non-transferable.

5.19 Every month we will send you top 10 search engines ranking report. This report will be send from the following list of major search engines.

1. Yahoo! 2. Google, 3. Lycos, 4. Netscape, 5. AllTheWeb, 6. AllTheSites, 7. HotBot, 8. AOL, 9. Excite, 10. iWon, 11. Rediff, 12. WebCrawler, 13. InfoSeek, 14. Khoj, 15. ICQ. 16. MSN 17. Dogpile 18. MetaCrawler, 19. CNN, 20. EarthLink.

5.20 **Client Support:** Cyberweb Account Manager or Execution personnel are committed to give maximum support to their clients. However, the same will be done only through telephone, online or email. Personal meetings in this regard will not be possible.

5.21 **Onsite Meeting:** During the SEO contract period, all sales, technical support, billing support and discussion will be done either at our office or by phone. If for any special reason, the client requests personal meeting in any part of Mumbai there will be extra charges.

5.22 If the client violates any terms of the contract, this contract will stand cancelled, null & void. The decision of **Cyberweb Hotels LLC** will be final & binding in this case.

5.23 Your receiving & signing this contract means you have fully read & understood the terms of the contract.

5.24 This contract is subject to Mumbai Jurisdiction only.