

## SimplePart Participation Agreement

Company Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Physical address: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
City, State, and Zip: \_\_\_\_\_

Thank you for choosing SimplePart to be part of your e-Commerce and SEO/SEM strategy. SimplePart will deploy, host and manage your e-Commerce presence, as well as provide and execute a plan for supporting SEO, Partner Development and Online Marketing activities. It is our goal to employ every available means to maximize your sales over the Internet.

The following agreement spells out the timeline, work to be performed and terms and conditions; please keep a copy for your records and return a signed copy to us.

### Timeline and SOW (Statement of Work)

The following sequence of events outlines a typical SimplePart site deployment. Each SimplePart client has 10 free hours of time to work with, which can cover Data Acquisition, Website Development and Site Launch. It is intended that these 10 free hours allow most clients to come online with SimplePart with no out of pocket expense.

1. Data Acquisition and Functional Testing
  - a. SimplePart will acquire, process and validate client product data based on one of the following sources:
    - i. Client-supplied data in SimplePart product data feed format
    - ii. Client-supplied data in Client's own "open" data format
    - iii. Extraction of product data from Client's existing website or proprietary data format
  - b. SimplePart will prepare a User Acceptance Testing (UAT) website for client to review. The UAT website will be fully functional and will completely represent client's product data as submitted in 1A. It will not include any design changes requested by Client, and is intended to allow Client to evaluate integrity of catalog import and website functionality.
  - c. Client will
    - i. Validate UAT website product data is accurate and complete.
    - ii. Verify that site functions as described by SimplePart.
    - iii. Client will supply SimplePart with a written description of any issues encountered.
2. Website Development
  - a. SimplePart will evaluate key SEO elements from Client's existing website and make a good faith effort to replicate SEO-significant content, tags and page, in order to maintain existing organic traffic levels.
  - b. Client will supply written requirements describing interface (look and feel) changes desired to their UAT website.
  - c. Client will supply written requirements describing changes required to their SimplePart Control Panel.
  - d. SimplePart will address written requirements from 1C, 2B and 2C, up to the available free development hours.
  - e. Additional work beyond available free hours will be submitted to Client as a fixed-cost Proposal ("Additional Work").
  - f. Updates will be posted to a UAT website for Client review and approval.
3. Launch
  - a. SimplePart will deploy your website.
  - b. SimplePart will execute on a marketing plan to drive traffic to your site.
  - c. SimplePart will submit your product catalog data to comparison shopping engines and other partners.

### SimplePart Obligations

- SimplePart will provide to client 10 free development hours.
- SimplePart will provide continuous, responsive, reliable website hosting for the duration of the contract term.
- SimplePart will abide by the terms of the Privacy, SLA and Data Security document which is attached to this Agreement.

### Client Obligations

- Client will provide SimplePart a primary point of contact (POC) and a physical company address (not a PO box).
- If choosing to accept payments using PayPal, Client will create a PayPal account .
- Client will define a schedule of shipping rates based on order dollars and destination state.

- Client will establish accounts with Google AdWords, Yahoo Ads and Microsoft AdCenter, and authorize SimplePart to manage those accounts. Client will fund these accounts to a minimum level of \$15 per day (total, distributed as requested by SimplePart), for the sole purpose of advertising for client's SimplePart website.
- Client will provide SimplePart with credentials necessary to change DNS settings for their domain, so that SimplePart can manage DNS-based automatic website failover.
- Client acknowledges that they may be called upon to assist in the creation of site content (articles, photos, videos, newsletters, press releases, copy, etc) for their SimplePart site, or on third party sites in connection with SEO activities for their SimplePart site. Client understands the time-sensitivity of SEO work and agrees to fulfill these requests in a timely manner.
- Client acknowledges that organic search results (in Google, Yahoo, etc) are not under SimplePart's direct control and that SimplePart is making no guarantee of maintaining or improving position within these results.

## SimplePart's Fees

### Commission (Base Fee)

SimplePart's fee for the services described above is 10% of gross parts sales generated through your SimplePart website. Gross parts sales do not include phone sales from leads generated by the website. Returns are not deducted from gross parts sales. Core charges are not included in gross parts sales. The following services are included as a part of the Base Fee:

- Data Acquisition, Functional Testing, Website Development and Launch as defined by the SOW
- Ongoing website hosting and maintenance
- Phone/email support, up to 5 hours per month
- Management of Google AdWords, Yahoo Ads and Microsoft AdCenter accounts
- Product listing with SimplePart comparison shopping partners

### Additional Work

SimplePart provides each Client with 10 free hours for "Additional Work." This can include custom site development, graphic design, custom data import routines and product catalog data manipulation. "Additional Work," beyond the 10 free hours provided, is not included in our Base Fee.

- For project work, Client will be provided with an estimate of hours and cost upfront before work begins. This estimate will include a price for the work, from which SimplePart will not deviate by more than 5%. Project work may include: custom graphic design for your SimplePart website, integration work with your POS or Inventory Management system, or custom feature development for your SimplePart website or Control Panel.
- For non-project work, Client will be billed a task-specific hourly rate depending on services. Non-project work may include: custom ad-hoc manipulation of product catalog data, product catalog data "reloads" outside of the Base Fee, on-site training.

### Additional Fees

In the event where out-of-pocket expenses, such as out-of-town travel is incurred in connection with the project it will be billed to you in itemized statements.

### Late Payment

Payment of the invoices must be made within 30 days following receipt of invoice. If the invoice is not paid within 30 days, 5% interest will be assessed on the 31<sup>st</sup> day against the total due. A further 5% will be assessed every subsequent 30 days against the original total until the total balance due has been paid.

## Agreement Term

- This agreement will remain in effect for one year (from the date of the agreement) and will automatically renew for each subsequent year unless either party gives notice of termination 30 days prior to the renewal date.
- This agreement may be terminated by either party at any time by providing 30 days written notice.
- This agreement shall be governed by the law of the state of Georgia.

## Liability

Client agrees that SimplePart is a service provider and under no circumstances is SimplePart legally liable for damages amounting to more than the cost of the service. Client will indemnify, defend and hold SIMPLEPART, its respective shareholders, officers, directors, administrators, managers, employees, servants and agents, successors and assigns (each a "SIMPLEPART indemnified party") harmless from and against any and all damages (whether ordinary, direct, indirect, incidental, special, consequential, or exemplary), judgments, liabilities, fines, penalties, losses, claims, actions, demands, suits, costs, and expenses including, without limitation, reasonable attorneys' fees, incurred by SIMPLEPART relating to the services provided.

Accepted for Client by: \_\_\_\_\_  
Title: \_\_\_\_\_  
Name (please print): \_\_\_\_\_  
Date: \_\_\_\_\_  
Email: \_\_\_\_\_  
Main Contact at Client: \_\_\_\_\_  
Target Domain: \_\_\_\_\_  
Registrar: \_\_\_\_\_  
Login: \_\_\_\_\_  
Password: \_\_\_\_\_

Accepted for SimplePart by: \_\_\_\_\_  
Title: \_\_\_\_\_  
Name (please print): \_\_\_\_\_  
Date: \_\_\_\_\_

**SimplePart**  
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