

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 parts 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.

1. Data Acquisition and Functional Testing
 - a. SimplePart will use either product data supplied by Client, or OEM product data maintained by SimplePart
 - i. **Client Supplied Data:**
Client will provide SimplePart with product catalog data conforming to SimplePart's Product Data Feed Format, and SimplePart will perform a free initial data load.
-or-
Client will provide SimplePart with product catalog data in an alternate format, and SimplePart will provide Client with an estimate of cost for developing routines to translate into SimplePart's Product Data Feed Format.
 - ii. **SimplePart Supplied Data:** SimplePart will supply Client with an initial dataset of product information and media, and will apply updates to that product data on a regular basis to reflect changes in the base OEM catalog from which it is derived.
 - 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 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 provide Client an estimate for replicating SEO-significant content, tags and page, in order to maintain existing organic traffic levels and inbound links.
 - b. Customizations of your SimplePart website are encouraged, so that it suits the brand image of the parts being sold, and so that the website presents a "community" atmosphere that will more rapidly build organic traffic volume.
 - i. Client will supply written requirements describing interface changes desired to their UAT website.
 - ii. Client will supply written requirements describing changes required to their SimplePart Control Panel.
 - iii. SimplePart will provide Client with an estimate of cost for the requested changes.
 - c. 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.

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.
- If choosing to accept payments using Google Checkout, Client will create a Google Checkout 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 _____ 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.
- Client asserts that they wholly own, or have the legal right to use, the product data and associated media which they have requested SimplePart use on their behalf. Client further asserts that should this ownership or right to use be challenged, that Client will assume all responsibility for such use and will defend SimplePart at their expense, as well as pay all charges upfront incurred by SimplePart as a part of such defense.

SimplePart's Services

Base Hosting

SimplePart's base hosting package includes the following:

- End-user online commerce website, hosted on an independent ("www.XXXX.com") domain
- Periodic updates to website features, functionality and look/feel
- SSL certificates necessary for support of secure checkout
- Client Control Panel, which allows you to manage orders, communicate with customers, access reports, manage inventory, upload product data in bulk and update the website product catalog in real-time
- Continuous, responsive, reliable hosting per the terms of our SLA for the duration of the contract term
- SimplePart will abide by the terms of their published Privacy and Data Security standards

Online Advertising

SimplePart will build and manage online advertising using Google AdWords and Bing AdCenter to drive qualified customers to your website. This includes creating campaigns, designing text and banner advertising, building keywords, managing placements and tracking/adjusting performance over time. If applicable, this category of services may also include forum advertising or specific placements outside of Google/Bing. Client will create, own and fund accounts with these service providers and will authorize SimplePart to manage. When establishing a new domain, Online Advertising can provide an immediate stream of qualified customers. Over time, a healthy eCommerce website should see around 25% of volume from paid sources.

SEO Services

SimplePart will tailor site content, meta tags and URL structure based on SEO targets set by Client. SimplePart will also perform services to increase visibility to search engines, including sitemap submission, which are designed to increase Organic/Search traffic volume over time. In a healthy eCommerce website, organic/search traffic should account for around 50% of volume after a period of 12 months.

Partner Listing

SimplePart will create product data feeds for its network of paid and free comparison shopping partners, and will submit and manage these feeds. Our partners include Google, Shopping.com and ShopZilla.com. In a healthy eCommerce website, partner traffic should account for around 25% of volume after a period of 12 months.

SimplePart's Fees

Pricing Options (Base Fees)

SimplePart offers two pricing options for Clients who select to use product catalog data supplied or managed by SimplePart.

1. Commission

If offered, SimplePart's fee is a flat **10% of gross parts sold** through your SimplePart website and include the services listed in Base Hosting, Online Advertising, SEO Services and Partner Listing.

2. Base Rate plus Commission

SimplePart's standard rate schedule is published at www.simplepart.com

SimplePart offers standard rate pricing for Clients who supply their own product catalog data, and includes a base rate plus commission plus additional fees for services as requested by Client. The base rate includes services listed in Base Hosting. All additional services are optional. SimplePart's standard rate schedule is published at www.simplepart.com

In all cases, Gross Parts Sold does not include phone sales from leads generated by the website. Returns are not deducted from Gross Parts Sold. Core charges and Shipping charged are not included in Gross Parts Sold.

Additional Work

SimplePart may perform "Additional Work" for Client. This can include custom site development, graphic design, custom data import routines and product catalog data manipulation. "Additional Work" is not included in our Base Fees.

- 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.
- In cases where SimplePart provides an estimate of cost to Client, work by SimplePart will begin once a 50% deposit against the estimate is made by Client.

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 31st 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: _____

Accepted for SimplePart by: _____

Title: _____

Title: _____

Name (please print): _____

Name (please print): _____

Date: _____

Date: _____

Email: _____

SimplePart
449.5 Moreland Ave, Unit 214
Atlanta, GA 30307

Main Contact at Client: _____

Ph: 404-423-8040

Target Domain: _____

Registrar: _____

Login: _____

Password: _____