



**Statement of Work – BetterPT Accelerator Program
("SOW")**

Addresses and contacts for notices

"Client"	"Vendor"
Company Name:	Company Name: Enfusen Corp
Primary Contact:	Primary Contact: Roger Bryan
Address:	Address: 526 S Main St Suite 824, Akron, OH 44311
Phone number:	Phone number: (202) 738-6344
Fax number:	Fax number: NA
Email:	Email (if applicable): roger@enfusen.com
Secondary Contact:	Secondary Contact: NA

SOW Effective Date:	TBD
Minimum Commitment Date:	Six Months
SOW Expiration Date:	Ongoing Month to Month
DealPoint and/or iRims # for Master Agreement	NA

(X) This SOW pursuant to the enclosed Terms and Conditions is entered into by the parties and effective as of the SOW Effective Date above.

1. Description of Services

Pursuant to and in conformance with any standards, guidelines and/or specifications which may be provided by Vendor from time to time, Vendor shall deliver to and/or perform for the Client the following goods, services and/or other items or materials as a work made for hire (collectively, the “Marketing Services”).

Marketing Services

Program Outline

The Marketing Services Program outlined in the “Statement of Work” was developed to enable the Client to improve the overall performance of their organic marketing efforts. The program includes the technology, tactics, training, and team access that is needed to launch and manage sophisticated marketing campaigns.

The success of this campaign will be monitored by the monthly measurement of the following KPI’s “Key Performance Indicators”

Targeted KPI’s

1. Rank: Average Rank
 - a. When building an organic marketing campaign you’ll choose a select group of keywords to work with. The success of your efforts in ranking those keywords is monitored at two levels. The first is ‘all keywords’ which shows you the overall success of your efforts. The goal is to have an average rank of below 10 meaning all of your keywords are on the first page of google for either organic position or maps positions.
 - b. The second level is the keyword group level. This allows you to measure the success of your efforts around a subset of all keywords typically relating to a specific URL on your site. By measuring at this detailed level you can find optimization opportunities in both onsite content and offsite link building.
2. Rank: Visibility Score
 - a. Your visibility score is the percentage of keywords that rank on the first page of google. This is similar to average rank but takes a different point of view. While average rank will show you the overall scope of success it can be skewed if a select group of keywords are in the top spot (number 1 for organic or maps) while other keywords are ranking 50+ (or not at all). The visibility score is used to get a feeling for how many keywords you should be working on vs which specific keywords (as in average rank by url).
 - b. The goal here is 80% of keywords on the first page. If you’re not reaching that goal you may want to look at the total number of keywords you’re working on. Do less now to get better results later.
3. Performance: Impressions
 - a. Impressions are the number of times your website is shown in search results. These are considered “auditions” where Google had given web searchers the option to click on your site based on the relevance of your website to the searchers intent. The goal is to grow your impression count between 10% every 90 days and 25% on an annualized basis.

4. Performance: Click Through Rate (CTR)
 - a. The click through rate as shown in the sample is the percentage of people (impressions) that click on your website when given the chance. The key elements you can control here are your Page Title and Meta Description. By looking at each page in Google Search Console you can find opportunities to improve your titles and descriptions to make them more relevant and engaging to the search audience. The target here is a 3% CTR.

5. Traffic: Pageviews
 - a. Pageviews tell us the number of pages the users visited on our site in a given timeframe. This gives us an idea of engagement with our content and our basis for conversion opportunities. A single visitor may visit multiple pages so we'll also want to count the total number of users. We specifically want to measure this for organic traffic as it relates to our goal of organic traffic & conversion. The goal is to grow your pageviews between 10% every 90 days and 25% on an annualized basis.

6. Traffic: Users
 - a. "Users" is defined as "the total number of users for the requested time period. We want to measure this so we know if we're growing the number of people that we're getting to our site and specifically to our target pages. The goal is to grow your user count between 10% every 90 days and 25% on an annualized basis.

7. Conversion: Conversion Rate
 - a. Your conversion rate is the percentage of users that visit your website relative to the number of conversions you have. On a target page level this should be around 3%. It can sometimes be hard to measure sitewide if your site contains a lot of educational content designed for a broad audience to consume. This is most likely to be an issue in local service businesses. By focusing on the target urls in your campaign that are designed to convert you can better manage your overall conversion rates in a matter that creates business success.

8. Conversion: Conversions
 - a. Measuring the number of conversions is no different than checking to see how much money is in your bank account. At the end of the day all of the other metrics only exist to support this final KPI. Conversions can be all types of monetized engagement such as a call, form submission, chat session, download into funnel, and many more. Each target page you're working on should have some type of conversion path or call to action that you can measure and monetize.

[All Services shall be treated as Confidential Information unless otherwise designated by Client.]

2. Terms of Service

1. Marketing Definitions: "Best practice" refers to the generally accepted informally-standardized, best techniques, methods or processes that have proven to be effective at achieving a given task.
2. Your Marketing services cannot begin until you have agreed to the services that are detailed in your 'Statement of Work'.
3. Any additional Marketing Services you add to your existing Marketing Services at a later date, will incur an additional charge. All additional charges will be preapproved by client in writing.
4. In the unlikely event that you choose to end your contract with Enfusen Corp it is solely your responsibility to remove any access you have granted Enfusen Corp to, for example, your ftp details, your back office, Google accounts or services or any other accounts.
5. Any failure on your part to stay in regular contact with us regarding changes to your site including confirmation and approval of key phrases or content etc. that affects your Marketing Services negatively is not the responsibility Enfusen Corp.
6. Enfusen Corp will not be held responsible for any illegal activities your website is involved in or promotes, e.g. selling counterfeit goods.
7. Any external influences that affect your site negatively through hosting services, domain registration or any others will not be held as the responsibility of Enfusen Corp.
8. Content Creation and Distribution
 - a. Enfusen Corp makes every effort to ensure quality in the content they create. This includes an editorial review as well as a Copyscape review for plagiarism. In any event the content created by Enfusen Corp is found to violate a copyright or to violate any other term of content creation the extent of Enfusen Corp's liability will be to remove the content within 72 hours of notice of needed removal.
 - b. Enfusen Corp will provide copies of all licensing of images used in content creation when applicable.
 - c. Enfusen Corp will properly list all copyrights and trademarks as they relate to applicable company names, product names, service names, or any other content element.
9. All Google Analytics usage is in line with Google Analytics terms of service.
10. All Google Webmasters usage is in line with Google account terms of service.
11. Enfusen Corp will not be held responsible for any loss of data you may experience from Google Analytics.
12. It is your responsibility to create a Google account and provide unrestricted access to it for Enfusen Corp to set up Google Analytics and Google Webmaster tools.

WARRANTY

1. Enfusen Corp warrants that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

INDEMNIFICATION

1. The Client shall indemnify Enfusen Corp against all claims, costs and expenses which Enfusen Corp may incur and which arise, directly or indirectly, from the Client's breach of any of its obligations under this Agreement, including any claims brought against Enfusen Corp alleging



that any services provided by Enfusen Corp in accordance with the Service Specification infringes a patent, copyright or trade secret or other similar right of a third party.

LIMITATION OF LIABILITY

1. Except in respect of death or personal injury due to negligence for which no limit applies and the indemnification obligations set forth herein, the entire liability of either party to the other in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the fees paid by the Client to which the claim relates.
2. In no event shall by either party be liable to the other for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever.
3. Nothing in these Terms and Conditions shall exclude or limit Enfusen Corp's liability for death or personal injury resulting from Enfusen Corp's negligence or that of its employees, agents or sub-contractors.

CONTRACT TERM

1. Each contract requires a setup fee. This fee will cover the first 30 days of work.
2. The initial term of this Agreement is outlined in your "Statement of Work".
3. This Agreement will automatically renew on a month-to-month basis (each, a "Renewal Term").
4. Agreement is made to continue payments through contract length.

TERMINATION

1. Either party may terminate this Agreement forthwith by notice in writing to the other if:
 - a. The other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;
 - b. The other party commits a material breach of this Agreement which cannot be remedied under any circumstances;
 - c. The other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
 - d. The other party ceases to carry on its business or substantially the whole of its business;
or
 - e. The other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
2. Cancellations must be made in writing 30 days before next payment date and after the completion of the contract term. There are absolutely no refunds what so ever. All payments are final. Once payment is made it is a signal to begin work on the payment period. Work cannot be stopped for any reason on a marketing cycle.
3. After the completion of the Initial Term, Client may cancel this Agreement at any time upon written notice to Enfusen Corp thirty (30) days prior to the commencement of any Renewal Term.

4. Accounts are not eligible for chargebacks of any type. By signing this Agreement Client Agrees that all sales are final, there are no refunds, and that chargebacks on paid services are not allowed.

FORCE MAJEURE

1. Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

DATA PROTECTION

2. Service Provider represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information does and will comply with all applicable federal, state, and foreign privacy and data protection laws, as well as all other applicable regulations and directives.

INDEPENDENT CONTRACTORS

1. Enfusen Corp and the Client are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. Enfusen Corp may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Client and such engagement shall not relieve Enfusen Corp of its obligations under this Agreement.

ASSIGNMENT

1. The Client shall be entitled to assign its rights or obligations or delegate its duties under this Agreement with the prior written consent of Enfusen Corp.

SEVERABILITY

1. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

WAIVER

1. The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.



NOTICES

1. Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Service Specification or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been served at the time by which the letter was served via recovered delivery.

ENTIRE AGREEMENT

1. This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided in the Addendum Section of this Agreement, this Agreement may be varied only by a document signed by both parties.

GOVERNING LAW AND JURISDICTION

1. This Agreement shall be interpreted and construed according to, and governed by, the laws of Ohio, excluding any such laws that might direct the application of the laws of another jurisdiction. The State of Ohio Courts shall have jurisdiction to hear any dispute under this Agreement.

3. Deliverables/Delivery Schedule

The delivery schedule for the Services, if applicable, shall be as follows:

Major Milestone Version

Campaign Setup	Start Date	Service Fee Due
Complete Technical Audit & Repair (w/ site developer)		\$ 2,500.00
Complete Content Audit & Repair (w/ site developer)		
Launch Data Analytics (included in price)		
Competitive Analysis		
GMB Optimization		
Managed Services (Monthly)		
Local Lead Generation Campaign		
- (10) Keyword Local SEO Campaign		
- Call Tracking Setup & Management		
- Local Citation Management		
- External Link Building Campaign		
- (2) Monthly Blog Post Optimization		
- Search Signals Campaign		
- Monthly Adwords Management (up to \$1000 spend)		
Managed Services (Monthly) - Ongoing Agreement		\$ 1,495.00

Project Dependent Deliverables to be Done by Client

Client will provide development and deployment services for the following campaign elements:

- Technical Site Audit Repairs as recommended by Enfusen Corp
- Content & Technical Updates to non-wordpress pages
- Site Structure updates to include URL restructuring and 301 redirects
- Deployment of Schema Updates
- Design Updates to Geo-Location Pages or any other page that needs to be updated

Additional Costs to Client

- Call Tracking: \$39.00 per month + cost of calls
- Cost of Ads on AdWords (up to \$1000 Spend)



4. Payment & Signatures

4.1 Services Fees

As payment for Services which has been delivered by Vendor to Client and which has been accepted by Client, Client shall pay Vendor:

- (X) Setup fee of \$2,50.00 **U.S. Dollars**
- (X) Monthly fee of \$1,495.00 **U.S. Dollars**

Payment Methods

Check:

Make Payable to "Enfusen Corp"
526 S Main St
Suite 824
Akron, OH 44311

Wire:

Chase Bank
Enfusen Corp
Acct: 770250095
Routing: 044000037

Credit Card:

Request Payment Link
Requires Recurring
3% Processing Fee

IN WITNESS WHEREOF, the Parties have executed this Agreement at the place and on the date (the Signing Date) set forth at the outset of this Agreement.

Company: _____

Name: _____

Signature: _____

Date: _____

ENFUSEN CORP

Name: _____

Signature: _____

Date: _____

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