



Autocomplete Service Agreement

This Project, Service & License Agreement ("Agreement") is between Yinc , a Utah Company being headquartered at 249 E Tabernacle Suite 101 Saint George, UT 84770 ("Yinc ") and the client ("Client"). This Agreement is effective as of the last date of signing by Yinc and Client.

The parties hereto agree as follows:

1. SERVICES

Yinc agrees to provide the Autocomplete SEO strategy accepted by Client. Client get 2 keywords at a cost of \$750. Yinc Autocomplete services for Google and Bing consist of an attempt to replace suggestions with clients chosen keywords. If the parties agree to additional Services or Products are included, the terms of this Agreement shall be incorporated by reference into such agreement

2. PRICING & PAYMENT

The pricing for all Services is \$750. (a) No work will commence until payment is made. (b) Retainers and monthly services are paid one month in advance and no work will be performed until payment is accepted.

3. TERM & TERMINATION

The initial term of this Agreement ("Initial Term") shall be six (6) months beginning on the date of this Agreement. After the Initial Term, unless otherwise agreed to by the parties, this Agreement shall automatically renew for successive terms of equal length as the Initial Term. Client agree that the credit card will be utilized for billing purposes for all recurring services. Client has 30 days following the expiration of the Initial Term to notify Yinc in writing of Client's desire to terminate service with no termination cost related to the monthly fees to Client and no liability to Yinc . During any renewal, all terms and conditions of this Agreement shall remain in full force and effect. The Initial Term plus all successive renewal periods during which any Service is provided shall be collectively referred to as the "Term".

Yinc may terminate this Agreement as follows: (i) Yinc may terminate, without cause, by giving Client 15 days prior notice; any service not performed by Yinc shall be credited to Client, or (ii) Yinc may terminate, at any time, upon 5 days prior notice if, in the sole judgment of Yinc , Client breaches any material provision of this Agreement and has not cured same by the end of the 5 days; or (iii) Yinc may terminate at any time in the event of nonpayment by Client.

Client may terminate this Agreement before expiration of the Term only if the following conditions are satisfied: (i) Client provides 30 days written notice to Yinc of its intent to terminate; and (ii) Client pays Yinc in full for all Services or Products delivered to Client prior to the termination date; and (iii) Client pays an early termination fee equal to 50% of all remaining Services and Products to be delivered to Client during the Term of this Agreement.

4. REPRESENTATION & INDEMNIFICATION

Unless otherwise expressly stated, both parties represent that they own all rights, title, and interest in and to any property presented to the other party in furtherance of this Agreement (the "Ownership Representation").

In the event that a party breaches the Ownership Representation, the breaching party shall indemnify and hold harmless the other party from any liabilities, penalties, demands, or claims finally awarded that may be made by a third party and related to the Ownership Representation. Both parties agree to notify the other party promptly of any written claims or demands against the indemnified party for which the indemnifying party is responsible hereunder. Further, upon receipt of such notice, the indemnifying party shall promptly reimburse the indemnified party for any and all attorneys' fees, costs, or expenses incurred in defending against any written claim or demand.

5. DISCLAIMERS

Client acknowledges and understands that neither Yinc, nor any of its employees, representatives, agents or the like, warrant that the Services offered or provided hereunder will not be interrupted or be error free. Yinc shall fix errors caused from its service within 24 hours so long as Client has a support agreement or it is less than 30 days from the date of the Client's acknowledgement of completion of the project. All websites and applications are designed and coded for a PC and MAC and the latest IE, Firefox, Safari browsers. Beta browsers are not supported. Neither Yinc nor any company can guarantee top placement on the search engines through SEO.

The parties agree that, in respect of information and computer programs provided by Yinc under this Agreement, except as expressly stated herein, Yinc **MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PRODUCTS OR SERVICES, OR THEIR CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE BY ANY CUSTOMER. Yinc FURNISHES THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT ARE "AS IS" WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH THE USER OF SUCH INFORMATION OR PRODUCT OR SERVICE.**

6. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of Utah. In the event Client breaches, or threatens to breach this Agreement, Yinc may apply to a court of competent jurisdiction for injunctive or other equitable relief to restrain such breach or threat of breach, without disentitling Yinc from any other relief in either law or equity. The parties agree that any action related to this Agreement shall be venued solely in the Cobb County Superior Court, State of Georgia, and the parties hereby irrevocably commit to the jurisdiction of said court for any such action.

7. ATTORNEYS' FEES

In the event of breach of this Agreement by Client, Yinc shall be entitled to reimbursement of all of its costs and expenses, including reasonable attorneys' fees, incurred in connection with such dispute, claim or litigation, including any appeal thereof.

8. STATUTE OF LIMITATIONS

In the event of an alleged breach of this Agreement, any claim or potential claim must be brought within two (2) years of the termination of this Agreement.

9. NOTICES

Any notice pursuant to this Agreement shall be in writing and delivered to the addresses designated by the parties in the signature block below.

10. MISCELLANEOUS

This Agreement, including any Exhibits or other documents specifically incorporated by reference, sets forth the entire agreement between Yinc and Client with respect to the subject matter hereof and supersedes all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any other prior writing between the parties. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless continue in full force and effect. The parties may not transfer or assign this Agreement without the prior written consent of the other party to this Agreement. The waiver by either party hereto of any breach of the terms and conditions hereof will not be considered a modification of any provision, nor shall such a waiver act to bar the enforcement of the subsequent breach. Yinc may use client's name in case studies, press releases and other marketing materials.

Digital Signature

The Electronic Signatures, Global and National Commerce Act permits for the use of electronic signatures and I understand that this contract is bound by the rules and regulations of said act. I agree that my IP address will be logged upon signing this contract, and that by digitally signing this contract by typing my full legal name I am entering into a legally binding agreement with Yinc.