



Arctic Gurus

[MONTH] [DAY], [YEAR]

Alec Rabold
Arctic Gurus Solutions, Inc.
5400 Remington Rd.
San Diego, CA 92115

[CLIENT BUSINESS NAME]
[CLIENT CONTACT NAME]
[CLIENT STREET ADDRESS]
[CLIENT CITY, STATE ZIP]

Dear [CLIENT FIRST NAME],

Thanks for taking the time to meet with me and share your vision for [CLIENT COMPANY]. I enjoy the company of passionate entrepreneurs and would be enthused to partner with you.

In my proposals, I try to ensure that I address each of your needs with a solution. From our discussions, these are the six that seem to have emerged and are the most important to solve for you:

KEY PROPOSAL OBJECTIVES:

1. Develop a conversion focused web strategy to promote your business.
2. Design your website so it is professional, engaging, and matches your brand vision.
3. Create an email opt-in program to increase conversions and leads.
4. Drive traffic to your site using search and social media.
5. Train you and your staff how to manage the site.
6. Timely turnaround and reasonable budget.

[CLIENT FIRST NAME], please let me know if these issues are in alignment with your concerns. After you go through the proposal, let me know where you would like to go from here.

Warmest Regards,

Alec Rabold
Arctic Gurus Solutions, Inc.
206.910.5528

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PROJECT SCOPE OF WORK & DELIVERABLES

	WEBSITE
PLANNING	<p>Your website begins with a thorough, up-front process of discovery. Through interviews and surveys, we develop a series of deliverables that allows us to work efficiently through the duration of production.</p> <p>Your project's success depends on a solid foundation, this work is crucial.</p> <p>DELIVERABLES:</p> <ul style="list-style-type: none">• Project setup• Timeline & milestone setup• Business objectives survey• Design objectives survey• Ideal customer profile brief• Sitemap
CONVERSION CONTENT	<p>Your website needs to convert traffic into qualified leads. We will help develop and refine your sales letter and site layout into several deliverables that will be used to convert traffic into leads.</p> <p>DELIVERABLES:</p> <ul style="list-style-type: none">• Sales letter development<ul style="list-style-type: none">◦ Homepage, Services, Products, About, & Contact Us• Auto-responder series<ul style="list-style-type: none">◦ Customer focused 6 part email series◦ Vendor focused 6 part email series

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ADDITIONAL CONTENT	<p>We know that you will have additional content that is supporting to the primary conversion pages that we are helping you with. We will help you organize and load this content into the content management system when ready. You will have the ability to change content in our system as often as you like, but we will provide the initial proofing and loading of up to twenty (20) pages.</p> <p>DELIVERABLES:</p> <ul style="list-style-type: none">• Content inventory• 2 Rounds of professional proofing• Load content into CMS and format• 2 Rounds of on-site revisions to content layout
SEARCH ENGINE OPTIMIZATION	<p>In addition to your website needing to convert visitors into qualified leads, your site needs to attract more qualified traffic. We accomplish this by optimizing your website's content for a basket of relevant, traffic-rich keywords.</p> <p>DELIVERABLES:</p> <ul style="list-style-type: none">• Keyword research, target top ten (10) opportunities• Optimize page titles• Meta descriptions• SEO copywriting / text optimization• Image optimization• Google XML• Robots.txt• Optimize up to three (3) locations' Google Local, Bing, Citysearch, and Yelp profiles
DESIGN DESIGN	<p>We will create a custom website design based on your branding, colors, functionality requirements, and best usability practices. Your design will be unique to your company and setup for maximum conversion.</p> <p>Your website will consist of a combination of convention and creativity to make sure that your visitors can find the content they need and inquire about your services. We design and code to the highest of standards and always keep up with industry trends.</p> <p>DELIVERABLES:</p> <ul style="list-style-type: none">• 2 Custom mood-board concepts

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- **Homepage Hero:** we will use mobile compatible technology (jQuery) to create an innovative homepage hero slideshow so that you can feature new products or information; each slide

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	<p>will have the following assets: title, subtitle, short description, link, image or video;</p> <ul style="list-style-type: none"> • Locations: we will create a dynamic content database that will serve as location "landing pages"; each location will have the following assets: name, short description, full description (HTML-enabled), primary image, supporting images (up to 10), address with Google Map embed, directions, hours, services (up to 10 checkbox fields), phone number, email contact; we may create a "reviews" tool that will add the ability for web visitors to rate their experience at a specific location - this information will be pushed to Google Reviews for higher local search placement; <p>DELIVERABLES:</p> <ul style="list-style-type: none"> • Fully functional website • Google Analytics install • Google Webmaster tools setup
<p>EMAIL MARKETING (OPTIONAL)</p>	<p>Create one (1) branded newsletter template. Setup three (3) email marketing lists that will have an easy signup via the website for news and special offers. At the point of every purchase or inquiry the customer will be prompted to add themselves to this marketing list.</p> <p>DELIVERABLES:</p> <ul style="list-style-type: none"> • 1 Custom email marketing template
<p>SOCIAL MEDIA SETUP</p>	<p>We will integrate social media widgets into the site in the appropriate places. Additionally, we will customize your various social media properties to have a consistent look & feel and desired functionality.</p> <p>DELIVERABLES:</p> <ul style="list-style-type: none"> • Facebook commenting on-site • Social media links • Social sharing ("like" and share buttons) • Twitter feed + hashtags for product/service page feeds • Facebook tabs for opt-in & products/services • Facebook & twitter RSS tie-ins • Customize Facebook page icon & cover image • Customize Google Plus page • Customize Twitter page design

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COMPLETION	Before your website goes live we will do a quality assurance review of each web page to make it meets scope specification. Also, we will help you transfer your DNS to point to your new website. Finally, we will provide a thirty (30) day warranty period from the day the website goes live to make sure the website meets your specifications.
ONGOING TRAFFIC GENERATION (OPTIONAL)	
SEARCH ENGINE MARKETING	<p>We will use a combination of tactics based on a core strategy of content generation to increase the traffic to your site. This ongoing campaign will be driven from a quarterly strategy outline followed with 3 months of tactical implementation. Each quarter we will review strategy and implement changes as necessary.</p> <p>DELIVERABLES:</p> <ul style="list-style-type: none">• Define goals• Brainstorm & keyword discovery• In-depth keyword research• Competitive analysis• Local listing submission & optimization<ul style="list-style-type: none">◦ Google, Yahoo, Bing, and others• Industry specific directory placement• Competitive link building• Local business directories• Social media optimization• Retainer Payment @ 15 hours per month
SOCIAL MONITORING	<p>We know that you and your team are the best resource to interact with your customers and fans in an authentic way. Our ongoing Social Monitoring service allows for us to handle the "low hanging" engagement and to listen and notify you for when and where it is time to engage.</p> <p>DELIVERABLES:</p> <ul style="list-style-type: none">• Find and manage Twitter followers• Provide minimal "generic" content to supplement internal content• Manage "generic" conversations• Facilitate conversations that require your input• Monthly report, measures and recommendations
CONVERSION OPTIMIZATION (optional)	

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POST-LAUNCH ANALYSIS & ITERATIONS	<p>Once your new Online Business is live and we are collecting data on how visitors use it, then it is time to improve the experience. Following the launch, we will do monthly assessments with recommendations and implementation to increase the opt-in and conversion rates for booking and engagement.</p> <p>DELIVERABLES:</p> <ul style="list-style-type: none">• 3 monthly assessments• 6 monthly assessments• 9 monthly assessments <p>Note: Up to 3 hours of labor per assessment for improvements</p>
	ORIGINAL MEDIA (optional)
PHOTOGRAPHY	<p>It is important to develop original photography that provokes a strong emotional response about your services. Our approach to photography is to conduct half day or full day photo shoots that yield a "package" of images that can be used for not only your website but all aspects of your Online Business: social, email, and review sites.</p> <p>DELIVERABLES:</p> <ul style="list-style-type: none">• Half-day, single location (or)• Full day, up to 3 locations in the Seattle area
	OUT OF SCOPE
ADDITIONAL CONTENT	<p>We know that you will want additional content about your business on your website than what we are developing. This might include additional pages, blog entries, imagery, frequently asked questions, and documents. We support and encourage this content to be created and added to your website.</p> <p>Our disclaimer is that this content development or entry does not hold up the project process or our project milestones. Payment must not be withheld due to this content.</p>

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PROJECT INVESTMENT

<u>Deliverable</u>	<u>Timeframe</u>	<u>Traditional Prices</u>	<u>Our Prices</u>
WEBSITE			
Planning	1 week	\$1,500	\$xxx.xx
Conversion Content	3 weeks	\$3,000	\$xxx.xx
Additional Content	2 weeks*	\$1,500	\$xxx.xx
Search Content	2 weeks	\$1,900	\$xxx.xx
Design	3 weeks	\$5,300	\$xxx.xx
Mobile Design	2 weeks	\$2,000	\$xxx.xx
Website Build	2 weeks	\$4,500	\$xxx.xx
• Pages, code, setup		\$2,000	\$xxx.xx
• Forms		\$500	\$xxx.xx
• Blog/News		\$500	\$xxx.xx
• Homepage Hero		\$500	\$xxx.xx
• Locations		\$1,000	\$xxx.xx
Email Marketing Template	1 week*	\$500	\$xxx.xx
Social Media Setup	2 weeks*	\$1,200	\$xxx.xx
Completion, Quality Assurance, & Warranty	4 weeks*	\$850	\$xxx.xx
Training	3 days*	\$600	\$xxx.xx
Total	12 weeks	\$22,850	\$x,xxx.xx

Optional Itemizations

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ONGOING TRAFFIC GENERATION

SEO	\$1,500	\$xxx.xx
<ul style="list-style-type: none">Monthly Retainer <p>*Phase begins after site launch</p>		
Social Monitoring	\$800	\$xxx.xx
<ul style="list-style-type: none">Monthly Retainer <p>*Phase begins after site launch</p>		

CONVERSION OPTIMIZATION

Post-launch analysis & improvements	\$4,500	\$xxx.xx
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ORIGINAL MEDIA

Photography		
<ul style="list-style-type: none">Half Day Shoot	\$1,000	\$xxx.xx
<ul style="list-style-type: none">Full Day Shoot	\$2,000	\$xxx.xx

* These phases happen concurrently with others

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ADDITIONAL BILLABLE

Unplanned components, ideas, revisions, and project scope happen - when there is an unexpected event that will incur a cost, we will notify you ahead of time and will not produce unless we receive clear approval for increased budget and timeline.

Hourly rate: \$95/hour, billed to the quarter of an hour through our online billing and desktop hour tracking software, Freshbooks. However, most additional projects and/or project modifications will be scoped and bid on fix-price basis.

OUR TEAM & ABOUT US

We have built numerous websites for our pleased clients over the years. Your project will be managed by Alec with several of our team members playing a part in the build over the duration of your project.

Many web design companies out there are like hunters with the goal of bagging an elephant. They go around with a gun/opportunity in hand and shoot at everything that moves - they often don't care about relationships with their customers. Their attitude is "Some will like our work. Some won't. So what? Next!" Since they're hunters, everyone they work with feels hunted - that's not fun to work with.

Here at Arctic Gurus, our initial objective is to educate our clients on what we have to offer and then let those clients decide if it is something they would like to pursue. We strive to put ourselves in our customers' shoes. Please reference our website, "www.ArcticGurus.com/OurTeam", for more information about each of us.

Every one of our projects is taken through an innovative process that we have designed over the years, yet continue to refine to create the best possible experience for you. We use a combination of online tools, customer interactions, and milestones to ensure that your project goes from execution to completion within the allotted time & budget with the best end product.

METHODOLOGY

How it Works

Let's start off by looking at the steps we'll be taking to get your project from start to finish.

1. *Discovery* - through a process of surveys and meetings we'll gather all the information we need to have the best understanding of your business and goals.
2. *Architecture* - just like a building, a website needs a solid blueprint. Together we'll determine the best way to organize your website.
3. *Content* - with a solid blueprint in place it will be your job to collect, organize, edit, and deliver to us content for each page of the website.
4. *Design* - at the same time you are working on content our team will be creating non-functioning comprehensive layouts showing possible design directions.
5. *Development* - with all the necessary architecture, content, and design elements in hand we'll create the first working version of your website.

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6. *Launch* - getting your website "go live" ready will inevitably require several rounds of revisions and polish. Once the website is ready, we'll go through the final launch checklist.
7. *Warranty* - your site is now live! Over the next several weeks our team will be training you on how to manage the website and helping you solve any issues.

Communicating Effectively

During your project communication will be non-stop with emails, phone calls, and online meetings. Here is how we make it happen.

- *Email* - [EMAIL] is the only email you need to remember. Everyone here regularly checks this account and the person best suited to reply will always do so quickly.
- *Phone* - (XXX) xxx-xxxx is the direct line of your project manager, Connor Smith. Your calls are always welcome between [time] and [time] PST, [Day] through [Day].
- *Meetings* – TBD based on individual

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WEB HOSTING

What is it?

Without hosting, no one can see your website. To get your site online, you must marry up your website's domain name to a particular web hosting service.

Our Offer:

When you are paying monthly fees for web hosting, email marketing, CRM and a web developer to build it all, you're spending a lot of money. With our web hosting plan, individualized for your business, you can spend much less while getting much more. We offer an integrated system that runs all of your Online Business in one place while growing your database automatically.

PACKAGES Economy / Deluxe / Ultimate

MANAGEMENT TOOLS cPanel; CloudLinux (balanced CPU, RAM, and Disk IO); 24/7 Monitoring and DDoS Protection; 1GB database storage (MySQL Linux)

STORAGE Economy: 100GB / Deluxe: Unlimited / Ultimate: Unlimited storage space for all your data

BANDWIDTH Unlimited bandwidth of monthly hosting

UPTIME GUARANTEE* We offer a 99.9% uptime guarantee for your website

NEWSLETTERS Three (3) email newsletters per month

INVESTMENT

TERMS Aspire Web Hosting is offered on a month-to-month basis with no long term contract.

RETAINER Sixty-Five dollars (\$65) is the ongoing monthly fee for the platform per site.

HELPDESK & EDUCATION

We want you to get the most out of your website. For this to happen, you must be asking questions and continually learning. We offer an assortment of different training, education, and support.

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PROJECT AGREEMENT

VENDOR *(us, we, our)*

[YOUR COMPANY NAME]

[YOUR STREET, CITY, STATE ZIP]

Phone: (303) 555- 5555

Fax: (720) 555-5555

Email: [YOUR EMAIL ADDRESS]

CUSTOMER *(you, your)*

[CLIENT BUSINESS NAME]

ATTN: [PRIMARY CLIENT CONTACT]

[CLIENT STREET, CITY, STATE ZIP]

INVOICES

Payment is due upon receipt of invoice. You may not withhold any amounts due and we reserves the right to cease work without prejudice if amounts are not paid when due.

PAYMENT

Payments are due upon completion of deliverables. If you delayed the execution or performance of a deliverable we reserve the right to make payments due upon the estimated due date.

<u>Deliverable</u>	<u>Amount (\$)</u>	<u>Estimated Due Date</u>
Agreement Signing	x,xxx.xx	[MONTH] [DAY], [YEAR]
Design Approval	x,xxx.xx (1/2 agreement)	[MONTH] [DAY], [YEAR]
Sign Off	x,xxx.xx (1/2 agreement)	[MONTH] [DAY], [YEAR]

TERMS & CONDITIONS

This website proposal incorporates the website proposal terms and conditions provided with these documents and form a binding part of this agreement. You acknowledge you read, understood and agree to the terms and conditions.

*UPTIME GUARANTEE

We offer a Service uptime guarantee of 99.9% of available time per month. If we fail to maintain this Service Uptime Guarantee in a particular month (as determined by both you and us), you may contact us and request a credit of 10% of your monthly hosting fee for that month. The credit may be used only for the purchase of further products and services from us, and is exclusive of any applicable taxes. The Service Uptime Guarantee does not apply to service interruptions caused by: (1) periodic scheduled maintenance or repairs we may undertake from time to time; (2) interruptions caused by you from custom scripting, coding or the installation of third-party applications; (3) outages that do not affect the appearance of your website but merely affect access to your website such as FTP and email; (4) causes beyond our control or that are not reasonably foreseeable; and (5) outages related to the reliability of certain programming environments.

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ENTIRE AGREEMENT

This document together with any attachments, as well as any new, different or additional terms, conditions or policies which we may establish from time to time, and any agreement that we are currently bound by or will be bound by in the future, constitutes the complete and exclusive agreement between you and us concerning your engagement of us on this project, and supersede and govern all prior written and verbal communications.

SIGNATURE

By signing this document you represent to us that you are a duly authorized representative of your organization and upon its behalf agree to be legally bound by its terms and conditions. You hereby accept and authorize the commencement and payment for the project described above.

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

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Additional Terms & Conditions for Quote

Updated April 19, 2016 - Please keep for your records.

Background

Online electronic approval of a project estimate ("Website Proposal") indicates the acceptance of the terms and conditions set forth in this agreement ("Agreement") by an authorized representative of the client entity ("Client").

1. Ownership of Intellectual Property

A. Except for the Background Technology as defined in Exhibit A (License Agreement), Client shall own all right, title and interest in and to any and all Deliverables (as defined in the Website Proposal), project descriptions and specifications (including any copyrights therein) which may be included in Deliverables. Vendor and Client expressly agree that, other than the Background Technology, the work performed by Vendor hereunder shall be work made for hire to the maximum extended permitted by the United States Copyright Act, and that Client shall be the exclusive owner of all right, title and interest in and to the Deliverables hereunder, including any and all ideas, inventions and works of authorship (including developments, innovations and improvements to existing Client products or confidential information) conceived or made by Vendor alone or with others in the course of Vendor's engagement hereunder, together with any and all copyrights, trade secret rights, patents and other proprietary rights therein, whether now known or hereafter to become known, for the respective maximum terms of protection available throughout the world. In the event that all the foregoing right, title and interest do not vest automatically in Client, Vendor hereby irrevocably transfers, sells and assigns to Client, its successors and assigns, all such right, title and interest (including any and all copyrights, trade secret rights, patents and other proprietary rights therein). Vendor agrees to execute such other documents as Client may reasonably request from time to time to confirm such transfer of right, title and interest, including any short form assignment of copyright, patent or other proprietary rights, and such other documents concerning the work performed hereunder as Client may deem desirable to file with any copyright, patent or other proprietary rights authority in the world.

B. Client hereby authorizes Vendor the right to use its name, trademarks, service marks, trade names and logos (collectively "Marks") in news releases, case studies, articles, brochures, marketing materials, advertisements, customer testimonials and other publicity or promotions in connection with Client's engagement of Vendor (collectively, "Marketing Materials"). In connection therewith, Client grants to Vendor a limited, nonexclusive, non-transferable, non-sublicensable license to use Client's Marks for the purposes contemplated by this Section. All uses of the Marks shall be in accordance with the Mark guidelines provided by Client from time to time. Nothing contained herein shall give Vendor any interest in Client's Marks. Vendor shall not take any action that would impair the value of, or goodwill associated with, Client's Marks and, as between the parties, all uses of Client's Marks shall inure to the benefit of Client.

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2. Confidential Information

A. All information relating to Client that a reasonable person would believe to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Vendor and will not be disclosed or used by Vendor except to the extent that such disclosure or use is reasonably necessary to the performance of the Deliverables; provided that such party receiving the information are bound by confidentiality obligations no less restrictive than those contained herein.

B. All information relating to Vendor that a reasonable person would believe to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement; provided that such party receiving the information are bound by confidentiality obligations no less restrictive than those contained herein.

C. These obligations of confidentiality will extend for a period of one (1) year after the termination of this Agreement, but will not apply with respect to information that (a) the receiving party can demonstrate is independently developed by the parties without reference to the other party's confidential information, (b) lawfully becomes a part of the public domain, or (c) the receiving party can demonstrate was information of which the parties gained knowledge or possession free of any confidentiality obligation.

3. Warranty and Disclaimer

A. Vendor represents, warrants and covenants that (a) the Deliverables will be provided in a workmanlike manner and in conformity with generally prevailing industry standards, and (b) and will conform with the specifications set forth in the Website Proposal.

B. Vendor further represents and warrants that: (a) it shall take commercially reasonable steps to ensure the Deliverables are free from viruses, disabling programming codes, instruction or other such items that may interfere with or adversely affect the Deliverables or the web site, (b) it has all necessary rights in the intellectual property licensed or assigned to Client under this Agreement, and has the power and authority to grant to Client the rights contemplated hereunder, free and clear of any and all security interests, liens, claims, charges or encumbrances, (c) the Deliverables, as delivered by Vendor, and the use thereof by Client, will not infringe upon or violate any applicable laws or regulations or any rights of third parties, including, without limitation, laws, regulations and rights concerning infringement or misappropriation of such party's intellectual property rights.

C. Client warrants and represents that it is the rightful owner or licensee of all content that it may provide to Vendor for implementation on the web site.

D. THE WARRANTIES CONTAINED IN THIS SECTION AND THE WEBSITE PROPOSAL, IF ANY, ARE EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

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4. Limitation of Remedies

Client's sole and exclusive remedy for any claim against Vendor with respect to a breach of Section 3(A) will be the correction by Vendor of any material defects or deficiencies therein of which Client notifies Vendor in writing within thirty (30) days after the completion of the Deliverables. In the event Vendor is unable to correct any material defects or deficiencies to Client's reasonable satisfaction, Vendor shall reimburse Client for all fees paid related to such Deliverables. In the absence of any such notice, the Deliverables will be deemed satisfactory to and accepted by Client. Payment or use of the web site or the Deliverables (as defined in the Website Proposal) shall in no way preclude Client's ability to assert a warranty claim within the warranty period.

5. Limitation of Liability

In no event will either party be liable for any loss of profit or revenue by the other party, or for any other consequential, incidental, indirect or economic damages incurred or suffered by the other party arising as a result of or related to this Agreement, whether in contract, tort or otherwise, even if such party has advised of the possibility of such loss or damages. The parties further agree that the total liability of either party for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of such party, whether in contract, tort or otherwise, will not exceed an amount equal to the amount actually paid by Client to Vendor for the Deliverables.

6. Indemnification

A. Client will indemnify and hold Vendor harmless from and against any claims by third parties, including all costs, expenses and attorney's' fees incurred ("Damages"), arising out of or in conjunction with (i) Client's performance under or breach of any obligation or agreement of this Agreement, and (ii) any actual or threatened claim that the content provided by Client to Vendor infringe any intellectual property, including, but not limited to, infringement of any copyright, trademark, patent or trade secret made against Vendor by any third party.

B. Vendor shall indemnify, defend, and hold Client harmless from, and against any and all third party Damages arising out of or resulting from (i) Vendor's performance or breach of any obligation or agreement of Vendor under this Agreement, (ii) any misrepresentation made by Vendor in this Agreement, or (iii) any actual or threatened claim that the Deliverables or the Deliverables infringe any intellectual property, including, but not limited to, infringement of any copyright, trademark, patent or trade secret made against Client by any third party.

7. Relation of Parties

The performance by Vendor of its duties and obligations under this Agreement will be that of an independent contractor, and nothing herein will create or imply an agency relationship between Vendor and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

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8. Employee Solicitation

During the period of this Agreement and for twelve (12) months thereafter, neither party will solicit, directly or indirectly, the employment of any employee, former employee, subcontractor, or former subcontractor of the other party that (a) with respect to Vendor, performed the Deliverables for Client, or (b) with respect to Client, oversaw the performance of the Deliverables. The terms "former employee" and "former subcontractor" will include only those employees or subcontractors of either party who were employed or utilized by that party on the Effective Date of this Agreement. Both parties agree that nothing contained herein shall prohibit the other party from employing general recruiting strategies, such as placement of advertisements, posting of positions on either party's web sites or other similar methods.

9. Termination

Either Party may terminate any project covered by a Website Proposal with at least 10 days' written notice to the other Party. Unless otherwise agreed to in writing by the Parties, Client shall, within 30 days of the date of termination, pay Vendor for all work performed up to the date of termination, based either on the quoted price per deliverable in the Website Proposal or, if no such definition was made, based on Vendor's standard hourly rate of \$95, plus reimbursement for any project expenses. If monies paid by Client to Vendor under the Website Proposal exceed the amount due to Vendor under this Agreement, Vendor shall refund the difference to Client within 30 days of the date of termination.

10. Failure to Pay

If Client fails to pay any invoice within 60 days of due date, Vendor shall have the right to withhold further work. Further, if Client fails to pay any website hosting services invoice within 90 days of due date, Vendor may disable the website for which the hosting fees apply until all such invoices are paid.

11. Non-Assignment; Successors; Third Party Beneficiaries

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party except in cases of merger or any person or entity acquiring all or substantially all of that party's assets or stock. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein. Nothing in this Agreement shall be deemed to create any rights in third parties or create any obligations of a party to such third parties.

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12. Arbitration

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Washington, without regard to the state's conflict of law principles. The arbitration will be held in Seattle, Washington. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement and the enforcement of this agreement to arbitrate. Judgment on any award rendered by the arbitrator may be entered in any Court of competent jurisdiction.

13. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

14. Force Majeure

If either party is prevented from complying, either totally or in part, with any of the terms or provisions of this Agreement by reason of fire, flood, storm, computer virus, war, accident, or other acts of God, then upon written notice to the other party, the requirements of this Agreement, or the affected provisions hereof to the extent affected, shall be suspended during the period of such disability. During such period, the party not prevented from complying may seek to have its needs (which would otherwise be met hereunder) met by the other without liability hereunder. The party prevented from complying shall make all reasonable efforts to remove such disability within ten (10) days of giving such notice and the party not prevented from complying pursuant to this Section may terminate this Agreement, without liability, upon expiration of such ten (10) day period. However, Vendor agrees to use commercially reasonable efforts to protect the Deliverables, information and the Deliverables it has created for Client from any force majeure event including insuring the appropriate information is backed-up and stored at a safe site on a reasonable basis to help protect from such unforeseen events.

15. No Waiver

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

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16. Notices

Any notice or other communication which may be permitted or required under this Agreement shall be delivered personally, or by facsimile or other electronic means, or sent by United States registered or certified mail, postage prepaid, addressed set forth in the introductory paragraph or to any other address as either party may designate by notice to the other party. Notice given by facsimile or other electronic means shall promptly be confirmed by registered or certified mail or overnight carrier shall be deemed to be received upon verification that such facsimile was received by the other party. Notice by registered or certified mail or overnight carrier and shall be deemed to be received two (2) days following the date of mailing, provided such notice is properly addressed and sufficient postage is affixed thereto, or the actual date of receipt, whichever is earlier.

17. Counterparts; Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. For purposes of this Agreement, signatures delivered by facsimile transmission or other electronic means will be treated in all manner and respects as originals.

Customer Initials _____