



## MASTER SERVICES AGREEMENT

THIS Master Services Agreement (the "Agreement"), made by and between WebME Technologies, LLC, DBA: WMT ("Company") and Florida Senior Games ("Client," and together with the Company, the "Parties"), is entered into and effective as of October 2, 2018 (the "Effective Date") ending on October 1, 2019 (the "End Date").

### **1. SERVICE ENGAGEMENT**

1.1 Independent Contractor Status. It is the express intention of the Parties that the Company is an independent contractor and not an employee, agent, joint venturer or partner of the Client. Nothing in this Agreement shall be interpreted or construed to create or establish the relationship of employer and employee between the Client and the Company or any employee or agent of the Company. Both Parties acknowledge that neither the Company nor any personnel engaged by Company to perform the Services under this Agreement are employees of the Client for any purpose, including, without limitation for state or federal tax purposes.

1.2 Services. Company agrees to perform services (the "Services") as described in one or more Statements of Work (the "Statement of Work") attached hereto and may be appended from time to time to this Agreement as Exhibits. Any conflict or inconsistency between the provisions of this Agreement and any executed Statement of Work shall be resolved by giving precedence to the executed Statement of Work under which the Services are to be performed and then to this Agreement.

1.3 Company's Personnel. Company will use employees or independent contractors under contract with Company to perform the Services. Company shall have sole discretion over the identity of the personnel used to provide the Services provided that Company shall ensure that the personnel are, in all cases, suitably qualified and experienced.

1.4 Cooperation. Client shall assist Company in the performance of its obligations under this Agreement and shall undertake the responsibilities specified in this section at its own expense. Client shall make available to Company a designated representative, (the "Client's Representative"), who shall be authorized to make binding decisions for Client regarding the obligations which are the subject of this Agreement, and shall perform or have performed other duties and requirements of Client as set forth in this Agreement or in applicable Statement of Work.

1.5 Reliance. Client understands that Company shall rely upon Client's Representative as having the authority specified in section 1.5 above and that all official communications from Company to Client shall be addressed to Client's Representative.

1.6 Compensation. Client shall pay the Company for the Services and Expenses at the rate(s) specified in the applicable Statement of Work, including the payment of any retainer required therein prior to the commencement of the Services.

1.7 Expenses. Client shall reimburse Company for all pre-approved materials and reasonable out-of-pocket Fees and Expenses incurred in connection with the performance of its obligations under this Agreement (the "Expense or Expenses"). Company shall obtain Client's prior written approval (email from authorized Client representative acceptable) for any single out-of-pocket Expense Expenses shall be included in Invoices as a separate line item.

1.8 Invoices, Payment, Penalty and Fees. Invoices will be submitted by Company to Client for all amounts due under this Agreement. Payment for all invoices is due within forty (40) days of receipt of invoice, in U.S. funds via cash, check, money order, wire transfer or ACH. Any invoice not paid within that time shall become past-due. Company reserves the right to discontinue Services, without further notice, until the Client's account is brought current. Company shall withhold performance of all Services until payment in full, for all invoices, has been received. For the purposes of this section, any check returned by a financial institution as uncollectable and/or NSF is not considered received and late fees shall apply as set forth herein.

The Company represents and agrees that information submitted in support of its requests for payment is the basis of payment and is true and accurate to the best of knowledge of the responsible signatory. A violation of this provision shall subject the violator to the provisions of Sec. 68.082, F.S., pertaining to false claims against the State, and/or Sec. 837.06, F.S., pertaining to false official statements.



## 2. PROPRIETARY RIGHTS AND RESTRICTIONS

2.1. Restrictions to Use of Services. Client will not allow any end user or third party under its direction and control to: (i) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of the Services by any means whatsoever, or replicate the functionality of the Services for any purpose, to the extent such restriction is allowable under applicable law, (ii) license, share, or transfer the Services to any third party, or (iii) disclose any performance information or analysis (including, without limitation, benchmarks) from any source relating to the Services. Client will not authorize or permit any unaffiliated third party to use the Services without Company's prior written consent.

2.2. Data Ownership. In order for Company to provide the Services, Company will collect information from Client and about Client and about visitors to Client's website ("Client Data"). All Client Data is sole property of Client and Company has no ownership rights in any Client Data. Client Data includes, without limitation, all documents, reports, studies, plans, materials, deliverables, and information furnished to Company by Client or Client's affiliates and other information developed or prepared for Client in connection with this Agreement, including, but not limited to, all sales and marketing information provided by Client to Company, Client account information with search services, and all individually identifiable information about visitors to Client's website, including statistical, demographic, and psychographic information.

2.3. Data License. Solely as necessary for Company to provide its Services, Client grants to Company a limited license to use Client Data to perform its obligations to Client. Additionally, Company will treat all Client Data as confidential, proprietary information of Client, and will protect the confidentiality of Client Data with at least the same degree of care that Company uses to protect its own proprietary information. Client's license to Company includes the right to collect Client Data, either directly from Client or through other means such as the use of redirects and 1-by-1 pixels. Company will not disclose Client Data to any third party unless such disclosure is (i) approved by Client, or (ii) is made by

Company in response to legal process, and provided that Company has given Client reasonable notice of, and an opportunity to contest, such legal process.

2.4. Return of Client Data. Upon termination of the Agreement or upon request by Client, the Company shall promptly return the Client Data to Client. This provision shall survive the termination or expiration of the Agreement.

2.5. Prohibition of Unauthorized Use of Data. Company agrees to hold data in strict confidence. Company shall not use or disclose data received from or on behalf of Florida Sports Foundation except as required by law, regulation, accounting oversight body, or as otherwise authorized in writing by Client. Similarly, Company agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Company, or passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by Client.

2.6. To the extent Company shall have access to, use of Client's data, it agrees to the provisions of this Section: "Data means any and all electronic or other information that is in the Client's possession and control, and any and all such data that has been disclosed to Company. Data may include but is not limited to, information that is: (i) identified with a specific individual (e.g., "personally identifiable information" or "PII"); (ii) subject to proprietary rights under patent, copyright, trademark, or trade secret law, (iii) privileged against Client in a civil lawsuit (e.g., data subject to attorney - Client or doctor-patient privileges); (iv) subject to laws, regulations, rules, or standards that prohibit or limit Client (e.g., the Family Educational Rights and Privacy Act (FERPA), the Export Administration Act (EAR), the International Traffic in Arms Regulations (ITAR), or the Health Insurance Portability and Accountability Act (HIPAA), the Genetic Information Nondiscrimination Act (GINA)); or (v) ought in good faith to be treated as sensitive, proprietary, or confidential.



2.7. Use of Anonymous Data. So that Company may improve and promote its service offerings, Company may aggregate Client User Data with other data, (and/or segregate portions of the Client User Data) so that it is non-personally identifiable with respect to both Client and visitors to Client Website(s). Such anonymous data is known as "Aggregated Anonymous Data." Client agrees that Company may create Aggregated Anonymous Data, and may use, execute, display and commercially exploit the Aggregated Anonymous Data. Company may disclose Aggregated Anonymous Data to third parties, and may transfer or sublicense its rights with respect to Aggregated Anonymous Data.

2.8. WMT Proprietary Technology. Except as expressly licensed or assigned in this Agreement, Company retains all rights, title and interest in (including but not limited to all confidentiality, copyright, trade secret, and patent rights) to the Company Proprietary Technology, and any and all upgrades, enhancements, modifications or derivative works of any of the foregoing. "Company Proprietary Technology" means all information or data relating to products, services or technology of Company, including but not limited to software code, algorithms or technology owned or developed by or for Company.

2.9. Copyright, Patents and Royalties. The Company, without exception, shall indemnify and save harmless Client and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by Company in the performance of this Agreement. If the Company uses any design, device, or materials covered by letters, patent, trademark, copyright or other intellectual property right or other right, it is mutually agreed and understood without exception that the Agreement pricing shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

2.10. Marks, Names, Logos, Designations. Unless otherwise agreed to in this Agreement, the Company is not authorized to use the names, symbols, emblems, designs, colors, uniforms, logos, designations and other proprietary marks of Client in connection with advertising, merchandising, promotion and sale of products or services without the prior written approval Florida Sports Foundation

Office of Trademark and Licensing. Should Company desire to pursue the opportunity to advertise, Company should Florida Sports Foundation Office at 101 North Monroe St. Suite 1000, Tallahassee, FL 32301; Telephone: 850-410-5286.

2.11. Notification. The Parties hereby consent and agree to notify any new employees, contractors, officers, shareholders, directors or management about the Party's rights and obligations to the other Party under this Agreement and to ensure that such rights and obligations are complied with.

2.12. Publicity. Company shall be permitted to disclose, including in public advertising and Company's advertising/marketing portfolio, in summary form, the nature of the work performed for Client under the applicable Statement of Work, as well as Client's (and any of Client's customers to which Company provided Services) names, brands, logos, and other likenesses, in addition to a description, name, screenshots, logos, and icons of the work performed under the applicable Statement of Work.

2.13. Proprietary Software. Company uses proprietary data analytics to analyze traffic, visits, bounce rate, and average time spent on site to create customized tailored websites that will resonate better with Clients audience. WMT also owns a proprietary CMS (content management system) that allows clients to access, edit and publish any information to the site from any place and device (phone, tablet, desktop) at any time.

2.14. Marketing Proprietary Software. Company has a proprietary algorithm that allows for programmatic bidding at times where campaigns are more likely to be seen by the right audiences at the right times. To aid Client on it's marketing efforts Company will integrate a proprietary video player that will allow Client to embed any type of link (schedule, tickets, etc.) to push revenue via video.

2.15. Server Infrastructure. WMT does not use a shared server environment for its clients; every client has its unique server infrastructure to provide better performance, website control and access, and monitoring.

#### **NON-SOLICITATION, NOTIFICATION**

3. Solicitation of Employees. During the term of this Agreement and for (6) six months after the expiration or termination of Company's most recent contractual relationship with the Client, the Client



will not knowingly, without the Company's prior written approval, directly or on behalf of any other person or entity, hire or solicit, any current employee, of the Company, (unless such employee has been notified by the Company, in writing, that the employment relationship or contractual relationship with them will be terminated) **WARRANTIES**

3.1. Warranty of Authority; No Conflict. Each Party warrants that it is authorized to enter into this Agreement and to perform its obligations hereunder, and that its performance hereunder shall not conflict with, limit or be contrary to any other agreement.

3.2. Warranty of Services and Software.

3.2.1. Professional Manner. Company warrants that all Services will be performed in a professional manner using qualified personnel.

3.2.2. Exclusive Warranty.

THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE AND/OR SERVICES PROVIDED UNDER THIS AGREEMENT RESTS SOLELY WITH THE CLIENT. SHOULD THE SOFTWARE OR PROGRAM PROVE DEFECTIVE, CLIENT SOLELY ASSUMES THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION, INCLUDING, WITHOUT LIMITATION, ANY "DEBUGGING".

THE PARTIES AGREE THAT NEITHER PARTY'S LIABILITY FOR DAMAGES FROM ANY CAUSE OF ACTION WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WILL, UNDER ANY CIRCUMSTANCES, EXCEED THE FEES PAID OR TO BE PAID BY CLIENT TO COMPANY PURSUANT TO THE APPLICABLE STATEMENT OF WORK UNDER THIS AGREEMENT.

3.2.3. Non-Infringement. The Parties represent and warrant that their disclosure and delivery of any Services, information, documents, software and other materials, and use thereof, as contemplated by this Agreement, will not knowingly infringe or violate any proprietary right of any third party, including, without limitation, any copyright, known patent or trade secret right.

#### 4. INJUNCTIVE RELIEF, ENFORCEMENT AND INDEMNIFICATION

4.1. Injunctive Relief and Enforcement. The restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Parties and are considered by each Party to be reasonable for such purpose. The Parties each agree that any actual or threatened breach of this Agreement will cause the other Party substantial and irrevocable harm which cannot be fully remedied by monetary damages alone. Therefore, in the event of any such breach (or threatened breach), each Party agrees that the other, in addition to such other remedies which may be available, shall have the right to seek injunctive relief with the posting of a good and sufficient bond. The seeking of any such injunction or order shall not affect either Party's right to seek and obtain damages or other equitable relief.

#### 6. TERMINATION

6.1 Termination by Mutual Agreement. The parties may at any time terminate this Agreement by mutual written agreement.

6.2 Termination for Cause. This Agreement shall immediately terminate if any one of the following events (each, a "default") has occurred and is continuing on the tenth (10th) day after receipt of notice of an intent to cancel by reason of such default (each, an "Event of Default"):

(a) Breach of any other term of this Agreement, which breach is not cured within twenty (20) days after receipt of written notice thereof;

(b) Insolvency or the filing by or against Company of a petition in bankruptcy (which, in the event of an involuntary bankruptcy, is not dismissed within sixty (60) days from the date of its commencement), or appointment by a court of a temporary or permanent receiver, trustee or custodian; or

(c) Company's refusal to allow access by members of the public to all documents, papers, letters and materials made or received in conjunction with the Agreement that are subject to Chapter 119, F.S., and are not exempt from public inspection by Sec. 119.07(3), F.S., or by other provisions of general or special law.

6.3 Effect of Termination. Termination shall not relieve a defaulting party of any liability to the non-defaulting party for breach of its obligations hereunder.

#### 7. MISCELLANEOUS



7.1. Dishonored checks. Checks issued by the Client to the Company which are not honored shall allow the Company to impose a charge of Twenty Five (\$25.00) U.S. Dollars for each such check in addition to the amount of the check.

Collection of Fees and Costs. In the event it is necessary for the Company to hire an outside company or person to collect or to institute suit for the collection of fees and costs due to the Company by the Client or the Guarantors, the Client and the Guarantors will pay, in addition to all amounts due, all expenses, attorney's fees and court costs incurred by the Company in connection therewith.

7.2. Public Records. To the extent that Company meets the definition of "Contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Company must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, regulation, or accounting oversight body.

(d) Meet all requirements for retaining public records and transfer, at no cost to the public agency all public records in possession of the Company upon termination of the contract and destroy any duplicate public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

(e) If Company does not comply with a public records request, Client shall enforce the contract provisions in accordance with the contract.

7.4. Discrepancy of Agreement terms. Should any terms or condition of this Agreement or application thereof to any person or circumstance be held invalid, such invalidity shall not affect other terms, conditions, or applications of the agreement which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

7.5. Modification of Agreement. This Agreement may not be modified unless in writing signed by Client and Company.

7.6. Contract Construction. Client and Company waive application of the principle of contract construction that ambiguities are to be construed against a contract's drafter, and agree that this Agreement is their joint product.

7.7. Headings. The headings throughout the Agreement and Addendum(s) are for reference only and are not given legal effect.

7.8. Waiver. Failure of any party to timely enforce any of the terms or provisions of the Contract shall not constitute a waiver of any such terms or provisions in the future; such terms and/or provisions shall continue in full force and effect.

7.9. Severability. If any provision of the Contract and Addendum(s) is declared unenforceable or invalid, the remaining provisions will remain in force.

7.10. Attorney Review. Client and Company acknowledge that they have had their respective attorneys review and approve this Contract or that they have had the opportunity to do so.

7.5. Assignment. This Agreement, and the rights and obligations hereunder, shall not be assigned or transferred by either Party without the prior written consent of the other except in the event the assignee is a third party that owns a majority interest in the assignor.

4.2. Entire Agreement. This Agreement and any Exhibits, attachments or amendments thereto, constitutes the entire agreement of the Parties with regard to the subject matter hereof, and supersedes all previous written or oral representations, communications, agreements and understandings between the Client and Company. This Agreement may be amended or extended only by a writing signed by both Parties. Paragraph headings, if any, are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. This Agreement may be executed in any number of counterparts, each of



which when so executed shall constitute an original, but such counterparts shall together constitute one and the same agreement. Signatures submitted via facsimile and/or internet-based service where an image of the signature is delivered electronically shall be considered as having the same binding force and effect as an original.

a. Binding Effect. This Agreement is binding upon and shall inure to the benefit of the Client and the Company and their respective heirs, executors, administrators, legal representatives, successors and assigns, including any entity, corporation or company with which or into which the Client may be merged or which may succeed to its assets or business.

b. Survival. All of the terms and conditions of this Agreement and all of the Parties' obligations hereunder, including any Exhibits and/or Statements of Work thereto, which by their terms or import are intended to survive the termination or other expiration of this Agreement, shall survive the termination or other expiration of the Parties' engagement with the other, notwithstanding the reason for such termination or other expiration.

c. Applicable Law. This Agreement shall be governed by, and construed in accordance with the law of the State of Florida, without regard to any choice of law principle that would dictate the application of the law of another jurisdiction.

d. No Waiver. No delay or omission by a Party in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either Party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

e. Severability. The provisions of this Agreement are severable, and invalidity of any provision does not affect the validity of any other provision. Except as provided elsewhere in this subsection, any invalid or unenforceable provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and

enforced as if this Agreement did not contain the particular provision(s) held to be invalid or unenforceable. In the event that any court of competent jurisdiction determines that any provision of this Agreement or the application thereof is unenforceable because of its duration or scope, the Parties agree that the court in making such determination will have the power to reduce the duration and scope of such provision to the extent necessary to make it enforceable, or otherwise reform such provision, consistent with the intent of the Parties, and that the Agreement so modified is valid and enforceable to the fullest extent permitted by law.

f. Force Majeure. Neither Party shall be responsible for any failure to perform, or delay in performing any of its obligations under this Agreement, where and to the extent that such failure or delay results from causes outside the control of such party. Such causes shall include, without limitation, delays caused by the other party, acts of God or of the public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, strikes, civil commotions, accidents, or the like.

(f) **NOTICE**

a. Notice. Any notice required or permitted under this Agreement is to be given in writing, and where applicable, to the Company at its then principal office, and as to the Client at the address listed in this Agreement or at such other address either Party may specify by notice tendered via:

- i. delivery in hand;
- ii. registered or certified mail, return receipt requested;
- iii. Federal Express or other form of expedited mail that provides for delivery to the sender of a signed receipt.

Except as may otherwise be expressly provided in other sections of this Agreement, notice so sent shall be effective upon receipt.



The Parties each agree and acknowledge that he/she has the authority to execute this Agreement in the name of the Party and each has carefully read this Agreement and understands and agrees to all of the provisions in this Agreement.

**WEBME TECHNOLOGIES, LLC**

**DBA: WMT**

By: [Signature]  
Name: James Casteline  
Its: Head of Business  
Date: 10/2/18

**CLIENT**

By: [Signature]  
Name: Angela King  
Its: CEO / President  
Date: 10/2/18



## STATEMENT OF WORK

THIS STATEMENT OF WORK ("SOW"), by and between WebME Technologies, LLC, ("WMT") and Florida Senior Games Client" and together with the Company, the "Parties"), is entered into and effective as of October 2, 2018 (the "SOW Start Date") ending on October 1, 2019 (the "SOW End Date"). This SOW is governed by the Master Services Agreement ("Agreement") entered into between the Parties on or about September 5, 2018, and all capitalized terms not otherwise defined in this SOW shall have the definitions included in the Agreement. To the extent that this SOW is inconsistent with or conflicts with the Agreement, this SOW shall amend and supersede those inconsistent or conflicting terms of the Agreement. In all other respects, the Agreement shall remain in full force and effect according to its terms.

Company and Client agree that as part of the SOW; the Marketing Fee (\$1,500/month) will not be collected until the new website is launched. The Terms of the SOW as it pertains to Marketing items will end 365 days after launch.

### **SERVICES:**

#### **Website:**

##### 1. Design and Development

- WMT will design your website, change your messaging and create a website that has better traffic, higher engagement and a lower bounce rate.
- Our team of designers and engineers will work together in all the phases of the development to build a website that creates better user engagement and interaction.
- Our goal is to help increase your user base by creating a better experience for them.
- WMT will design your front and backend, by changing the look and feel to something that has better traffic, higher engagement and a lower bounce rate.
- As part of the development process, we will focus on the user interface (UI). We will take into consideration
- constraints, contexts, screen, input, and mobility as outlines for design.

#### **Marketing:**

##### 1. Search Engine Optimization (SEO):

- Our team of engineers will work on off site and on site optimization to implement our patented algorithm strategies.
- WMT will optimize the main index file of your website and conduct a full audit of the site architecture.
- WMT will analyze referral sources to the site including keywords and landing pages in order to get a full understanding of how fans are searching for our content.

##### 2. Social Media Campaigns:

- Facebook and Instagram => Divided in 4 different types of campaigns: Lead generation, conversions, traffic, and awareness.
- 25% on Lead Generation - Campaign that aims at capturing fans information and agregating them to a database. These type of campaigns will prove very useful when trying to reach new fans.
- 35% on Conversions - With this type of campaign we'll be able to measure conversions on the site (ticket purchases)
- 30% on Traffic - Campaigns that will redirect traffic to the site, we'll be able to track users through the complete e-commerce funnel.
- 10% on Awareness - These campaigns will serve as a starting point to make fans aware that Football season tickets are available for sale.





3. Google Campaigns:

•Google Display Network and Youtube => Display ads will allow us to create highly targeted campaigns based on what we know about our fans, such as interests or demographics. We'll set up campaigns to run on Youtube by targeting video ads to consumers at moments that matter.

- 30% GDN - With specialized options for targeting, keywords, demographics, and remarketing, we can reach more customers by encouraging them to notice your brand, consider your offerings, and take action.

- 50% on Youtube - Reach viewers based on their past interactions with your videos, TrueView ads or YouTube channel

- 20% Customer Match - Will allow us show ads to customers based on the data about those customers that we share with Google (lists of past buyers, etc). Customer Match is a useful for increasing brand awareness and driving performance.

4. Data Analysis/Consultation:

- Turn insights into actions: WMT will offer a marketing analytics solution for Florida Sports Foundation to better understand fans and provide actionable insights.

- Improve the user experience with digital analytics: WMT will provide a solution that includes data analysis of the website and the user flow. WMT will leverage website traffic data to provide a deeper understanding of the customer experience.

- Build a Complete Picture: WMT will help Florida Sports Foundation understand the current website and users to better evaluate the performance of content, products, and more.

- Get Real Insights: WMT will analyze your audience data to help get the most out of your data.

- Connect your Analytics to Results: WMT will use Google Analytics and work with Google's products to get the most use of digital analytics insights to drive real impact.

- Make your Analytics Data Work for You: WMT will create and provide you with easy to understand reports that allow you to understand your data and make your team more efficient.

**FEES:**

- Website Design and Development: \$6,500 one time fee
- Search Engine Optimization: \$1,500/month ending 365 days after new website launch\*
- Marketing Campaign Management Fee: Waived

\* Fee will not be charged until new website is launched.

Date: 10/2/18

WEBME TECHNOLOGIES, LLC,  
DBA: WMT

By: [Signature]  
 Name: James Casteline  
 Its: Head of Business  
 Date: 10/2/18

CLIENT  
 By: [Signature]  
 Name: Angela Suggs  
 Its: CEO/President