



STANDARD SERVICES AGREEMENT

MacWin Consulting shall provide the following services ("Services") to the Buyer in accordance with the terms and conditions of this Agreement:

- Home Page - Configure Sidebar and Footer Options, Property Search to show "10 Latest Listings" in areas specified. Property Display Search Options and Search form Display options. Client needs to provide content.
- Blog Home Page - Configure Blog Home Page – Title, Meta Description and Main Content.
- Categories - Add "default" Categories
- Area Pages - Configure Sidebar and Footer Options, Property Search to show "10 Latest Listings" in areas specified. Property Display Search Options and Search form Display options. The Basic and Package includes 5 Area Pages, the Premium Package includes 15 Area Pages and the Platinum Package includes 40 Area Pages.
- Market Report Pages - We will build a corresponding Market Report page for each of the Area Pages listed above.
- Testimonials - Configure the Team Testimonies page. If client has current Testimonials then copy and format for display.
- About Page - Client will need to provide content for the About Page including Bio and Headshot.
- Foreclosures Page - Configure Foreclosures page to display 50-100 or so Latest Foreclosure Property Listings.
- Selling Page - Client can either provide content for the Selling page or we can add "stock selling page content".
- Buying Page - Client can either provide content for the Buying page or we can add "stock selling page content".

- Home Valuation Tool – Configure HVT, find custom image and setup client provided email signatures.
- Meet the Team Page - Client will need to provide content for the Meet the Team page.
- Agent Page(s) - Add as many Agent Pages as client requests. Client needs to provide Bios, Contact information and Head shots for each Agent. The Basic Package includes 1 Agent Page, the Premium Package includes 3 Agent Pages and the Platinum Package includes 5 Agent Pages, each additional agent page is an additional \$25.
- Mission Statement Page - I recommend removing, who looks at a Real Estate Agent's Mission Statement?
- Default Settings - Configure Site Defaults – usually left as Real Geeks default settings.
- Common Setting - Main email address and Google Analytics Key.
- Template Options
 - Redirects - Configure Redirects if client has current site. Up to 25 pages. Additional pages are \$15 per 10 pages.
 - Header Phone
 - Detail Phone
 - Detail Page Photo Or Logo
 - Header Image - Client needs to provide image. 2200px by 1100px for most templates.
 - Blog Header Image
 - Header Logo
 - Header Logo Alt Text
 - Header Caption
 - Tagline
 - Big Search Title
 - Foreclosure Big Search Title
 - Primary Nav Bar Header
 - Secondary Nav Bar Header

- Navigation Bars
 - Configure Secondary Top Navigation Bar
 - Secondary Bottom Navigation Bar
 - Primary Bottom Navigation Bar
 - Primary Top Navigation Bar
 - Depending on Theme Client chooses with Real Geeks.
- Content Pages - Add Community Pages to Sidebar.
- Footer - Client needs to provide content for the Footer including:
 - Team Name (if needed)
 - Broker Name
 - Broker Address
 - DRE#
 - Area City, ST ZIP
 - Main Phone
 - Price
 - Payment
 - General terms

Price

- The price for the above-mentioned services is \$500 for the Basic Package, \$750 for the Premium Package and \$1,000 for the Platinum Package.
- Warranty
 - The Service Provider represents and warrants that:
 - It will perform the Services with reasonable care and skill; and
 - The Services and the Materials provided by the Service Provider to the Buyer under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.

Limitation of liability

- Subject to the Buyer's obligation to pay the Price to the Service Provider, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the Price.
- To the extent it is lawful to exclude the following heads of loss and subject to the Buyer's obligation to pay the Price, in no event shall either party be liable for any loss of profits, goodwill, loss of business, loss of data or any other indirect or consequential loss or damage whatsoever.
- Nothing in this Clause 2.3 will serve to limit or exclude either Party's liability for death or personal injury arising from its own negligence.

Term and Termination

- This Agreement shall be effective on the date hereof and shall continue, unless terminated sooner in accordance with Clause 2.4(b), until the Completion Date.
- Either Party may terminate this Agreement upon notice in writing if:
 - The other is in breach of any material obligation contained in this Agreement, which is not remedied (if the same is capable of being remedied) within 30 days of written notice from the other Party so to do; or
 - A voluntary arrangement is approved, a bankruptcy or an administration order is made or a receiver or administrative receiver is appointed over any of the other Party's assets or an undertaking or a resolution or petition to wind up the other Party is passed or presented (other than for the purposes of amalgamation or reconstruction) or any analogous procedure in the country of incorporation of either party or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order in respect of the other Party.
- Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

Relationship of the Parties

- The Parties acknowledge and agree that the Services performed by the Service Provider, its employees, agents or sub-contractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.

Confidentiality

- Neither Party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.

Notices

- Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered by hand, first class post, facsimile transmission or electronic mail to the address of the other Party as specified in this Agreement or any other address notified in writing to the other Party. Subject to any applicable local law provisions to the contrary, any such communication shall be deemed to have been made to the other Party, if delivered by:
 - First class post, 2 days from the date of posting;
 - Hand or by facsimile transmission, on the date of such delivery or transmission; and
 - Electronic mail, when the Party sending such communication receives confirmation of such delivery by electronic mail.

Miscellaneous

- The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

- If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected.
- Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party.
- This Agreement may not be amended for any other reason without the prior written agreement of both Parties.
- This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.
- Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion or industrial dispute. If such delay or failure continues for at least 7 days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.
- This Clause and other Clauses of this Agreement shall survive any termination or expiration.