

## Vendevor Terms & Conditions

THIS AGREEMENT is made by and between First Financial Merchant Services LLC. ("Vendevor") and "MERCHANT" ("Company"), whose name and address are stated on the Merchant Application & Agreement. Neither Fifth Third Bank nor First American Payment Systems, L.P. is a party to the Vendevor Terms & Conditions. Fees charged by Vendevor are separate and apart from fees charged by First American Payment Systems, L.P. The below Terms & Conditions ONLY apply to Vendevor fees and services.

**1. Scope of Work.** Vendevor will work closely and collaboratively with Company to design, develop and deploy a new website. Vendevor will leverage its CMS and management tools. Using responsive and adaptive design principles, Vendevor will deliver a website that works across all devices including mobile phones, tablets, and PCs. Vendevor will perform the following services:

(a) Discovery. Vendevor will work closely with Company to finalize overall project scope, site architecture, technical requirements, and launch schedule. This step includes the following:

Kick off meeting - Vendevor will lead a kick off meeting to get everyone involved on the same page with project scope, deliverables, and determine the template to use.

Schedule - Build out refined schedule.

Content assessment - Vendevor will work with Company to determine the content (text, images, and videos) for the new website. This will help Vendevor determine the best starting point template for the website. Note: Vendevor will not be creating any new content (text, images, or videos) for Company.

Technology assessment - Vendevor will look into Company's domain names and try to identify any other technology areas that need further assessment.

(b) Design:

Lock down information architecture - From the discovery phase, Vendevor should have a good idea of the overall IA for the new website. Vendevor will work with Company to refine the overall structure and set up the navigation for the website.

First pass at visual design for the website - Vendevor will start designing on the actual Vendevor platform. Company will see a real working website with design applied right away.

Design refinement - After gathering feedback from Company, Vendevor will continue to refine the design on the actual website in Vendevor's platform. The Parties will have up to one additional design review meeting with conversations and feedback in between via email and phone conversations.

Content migration - Vendevor will add in up to 7 pages of content. This will be a constant process of adding and refining content through the entire design phase.

(c) Vendevor Cart: Vendevor will embed Company's digital cart into your website allowing for quick and easy purchasing through Company's new website. Vendevor will not customize the design of Company's cart outside of the available default cart themes.

(d) Deployment (Quality Assurance and Launch): Vendevor will perform the following tasks associated with the deployment of the Company website:

QA - Vendevor will review the website to make sure that all content and links are proofed and ready for launch.

Publish - Vendevor will change the name servers for Company's domain name to point over to the Vendevor platform. The Company website will now be live.

**2. Service and Support.** Vendevor will provide Company with the following ongoing services and live customer support included with Vendevor's concierge plan:

Online and live customer phone support

Ongoing testing and Vendevor platform updates

Collaborate with Company to strategize enhancements for the website and future roadmap

Provide estimates for issues that fall outside the scope of support

**3. Assumptions.** Company will be responsible for providing all required content (text, images, and brand assets). If additional 3rd party hard costs are incurred (e.g. stock photography, fonts, etc.) they will be billed without mark-up upon approval from the Company. Company agrees the websites will be built within the scope of Vendevor's platform. In the event additional functionality is required, Vendevor will provide Company with a separate proposal. Vendevor can provide copywriting assistance for an additional fee outside of the scope of this agreement. This agreement does not include any online portals with user login.

**4. Revisions and Change Orders.** In order to adhere to the projected timeline, Company will provide Vendevor with the necessary support for meeting attendance and question resolution. If Company is unable to meet delivery milestones and additional time is required to complete the project, Vendevor will identify the extension and address the change. An updated project plan with new milestones will be provided.

During the course of the project, Vendevor may discover unforeseen obstacles that could require a deviation from the original scope and additional hours outside of the scope of this agreement. If the project hours exceed the scope set forth in this agreement, a change order will be required.

Should a change in scope occur, Vendevor will identify the change and impact to the project, address the scope change with Company and obtain approval to proceed. Changes in scope are defined as any revisions or additions to the project requested by Company for design, architecture, custom development, business requirements or functionality. Vendevor will provide a summary of the tasks/features to be completed as part of any change order. Company must provide approval before work can begin.

**5. Schedule.** Vendevor proposes a 6-8 business week timeline from project kickoff to

publishing the Company website. A more detailed schedule will be built out after additional conversations/working sessions.

**NOTE:** This project must be completed and published within a six (6) month timeframe. Vendevor will make multiple attempts to keep the project on schedule. If project begins to stall, Vendevor will reach out on a monthly basis. At the end of five months, Vendevor will notify Company that there is one month to complete the project. If the project is not completed within six (6) months, then a non-refundable credit will be given for any unbilled hours and the project will go to the back of the queue until a new project plan and schedule is created.

**6. Term and Termination.** Work shall commence on the effective date and shall continue in full force and effect until the last date of Vendevor's completion of the services described. A Party, upon written notice to the other Party, may terminate the project. All fees and other costs shall be invoiced pursuant to the agreed upon payment schedule. Provided however, in the event (i) the project exceeds 6 months, or (ii) the project is terminated, then Vendevor shall invoice client any unbilled hours.

**7. Approvals.** This agreement serves as a letter of authorization between Company and Vendevor to engage in the scope of work outlined above. By signing this agreement, Company agrees to Vendevor's Terms of Service and Privacy Policy. This agreement is inclusive only of the deliverables and services as outlined in this agreement and any additional deliverables or services requested would result in a separate proposal and estimate.

### 8. Monthly Fee.

(a) Starter Package. Includes live customer support, Website hosting and Social integration

(b) Standard Package. Includes website hosting, unlimited pages, unlimited contributors, social integration, form integration, advanced design controls and developer tools

(c) Premium Package. Includes live customer support, website hosting, unlimited pages, unlimited contributors, social integration, form integration, advanced design controls and developer tools.

### 9. Social & Online Selling (Website Setup).

(a) Starter Package includes: Social media integration, Vendevor shopping cart integration

(b) Standard Package includes: Pre-configured template website design, social media integration, Vendevor shopping cart integration, up to seven (7) pages of content migration, and up to five (5) hours of services (service hours include design modifications, content migration and program management).

(c) Premium Package includes: Custom template website design, custom development, social media integration, Vendevor shopping cart integration with pre-styled theme, up to five (5) created/modified images, up to fifteen (15) pages of content migration, up to twelve (12) hours of services (service hours include design modifications, content migration and program management).

(d) Custom Package includes: Custom website design, custom development, social media integration, Wufoo or Formstack form integration, Vendevor shopping cart integration with styling, up to ten (10) created/modified images, up to 25 pages of content migration, up to twenty-four (24) hours of services (service hours include design modifications, content migration, custom development and program management).

**10. SEO/SEM Packages.** All Vendevor SEM monthly packages require a Setup Fee (see <http://www.payscapedigital.com/pricing> for Setup Fee listings). The Vendevor SEO Starter and Standard monthly packages require a twelve (12) month term. The Vendevor SEO Premium monthly package requires a six (6) month term. If MERCHANT cancels SEO services within the specified package term, there will be a six hundred dollar (\$600.00) early termination fee.

(a) SEM.

Starter Package includes: Included ad spend of three hundred fifty dollars (\$350.00), Google Search Network, monthly reports, keyword expansion, ad A/B split testing, search terms review, negative keyword additions, pause under-performing keywords, keywords competitive analysis and campaign settings management.

Standard Package includes: Included ad spend of seven hundred dollars (\$700.00), Google Search Network, advanced monthly reports, keyword expansion, ad A/B split testing, search terms review, negative keyword additions, pause under-performing keywords, keywords competitive analysis, campaign settings management, keyword match type setting, geo-targeting analysis.

Premium Package includes: Included ad spend of one thousand fifty dollars (\$1,050.00), Google Search Network, advanced monthly reports, keyword expansion, ad A/B split testing, search terms review, negative keyword additions, pause under-performing keywords, keywords competitive analysis, campaign settings management, keyword match type setting, geo-targeting analysis, monthly phone review.

(b) SEO.

Starter Package includes: monthly analytics report, monthly analytics analysis, two (2) social media posts, one (1) page of on-site optimization, one (1) directory listing and client communications.

Standard Package includes: monthly analytics report, monthly analytics analysis, four (4) social media posts, five (5) pages of on-site optimization, three (3) directory listings, one (1) content piece of two hundred to four hundred (200-400) words, social media distribution and client communications.

Premium Package includes: monthly analytics report, monthly analytics analysis, eight (8) social media posts, unlimited on-site optimization, five (5) directory listings, two (2) content pieces of two hundred to four hundred (200-400) words, social media distribution, review monitoring, five (5) attempted backlinks and client communications.

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Standard Package includes: monthly analytics report, monthly analytics analysis, four (4) social media posts, five (5) pages of on-site optimization, three (3) directory listings, one (1) content piece of two hundred to four hundred (200-400) words, social media distribution and client communications.

Premium Package includes: monthly analytics report, monthly analytics analysis, eight (8) social media posts, unlimited on-site optimization, five (5) directory listings, two (2) content pieces of two hundred to four hundred (200-400) words, social media distribution, review monitoring, five (5) attempted backlinks and client communications.