

GET DISCOVERED AGREEMENT

By submitting this agreement and Get Started form you are agreeing that you wish to engage Professional Vision Group, Inc. and Red Salsa Marketing, Inc, both North Carolina Corporations, as independent contractors for your Practice for the purpose of providing maintenance services to your Practice's website.

This Agreement is effective as of the Submission Date and shall continue in force, unless otherwise terminated in accordance with the provisions of Section 4 of this Agreement, for a period of no less than twelve (12) months. The Agreement will renew automatically on a month to month basis thereafter unless either Party provides thirty (30) days written notice of its intent not to renew.

1. TERMINATION.

- (i) By either Party for a material breach of any provision of this Agreement by the other Party, if the other Party's material breach is not cured within thirty (30) days of receipt of written notice thereof.
- (ii) By the Practice at any time and without prior notice, if the Provider is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Practice, or is guilty of serious misconduct in connection with performance under this Agreement.

2. Responsibilities after Termination. Following the termination of this Agreement for any reason, the Practice shall promptly pay the Provider according to the terms of Exhibit A for Services rendered before the effective date of the termination (the "Termination Date"). The Provider acknowledges and agrees that no other compensation, of any nature or type, shall be payable hereunder following the termination of this Agreement. The Provider shall return to the Practice[, at no cost,] all materials and information the Practice has provided to the Provider in connection with this Agreement, including a complete electronic copy of the then-current Website, no later than ninety (90) days after the Termination Date.

3. RESPONSIBILITIES.

- (a) Of the Provider. The Provider agrees to do each of the following:
 - (i) Monitor the overall performance of the Website for functionality, and maintain the Website as detailed in Exhibit A to this Agreement.
 - (ii) Devote as much productive time, energy, and ability to the performance of its duties hereunder as may be necessary to provide the required Services in a timely and productive manner.
 - (iii) Perform the Services in a workmanlike manner and with professional diligence and skill, using fully-trained, skilled, competent, and experienced personnel.
 - (iv) Provide Services that are satisfactory and acceptable to the Practice and take every step to ensure the Website remains functional and operating.

- (v) Maintain password secrecy and notify the Practice immediately of any loss or theft of passwords or if the confidentiality of any password has been compromised.
 - (vi) Feed content to social media Facebook and Google Plus in a generic and non-practice specific way.
- (b) Of the Practice. The Practice agrees to do each of the following:
- (i) Engage the Provider to maintain its Website as further detailed in Exhibit A to this Agreement.
 - (ii) Provide all assistance and cooperation to the Provider in order to enable the Provider to ensure the Website remains functional and up to date.
 - (iii) Provide initial information and supply all materials comprising the then-current Website within thirty (30) days of the Submission Date.
 - (iv) Monitor the content of the Website for items that need to be corrected or updated and provide such updates or corrections to the Provider as detailed in Section 8.
 - (v) Maintain password secrecy and notify the Provider immediately of any loss or theft of passwords or if the confidentiality of any password has been compromised.
 - (vi) Monitor and maintain email, social media messages, and automated patient communication systems linked to, or working in conjunction with, this program.

4. CONFIDENTIAL INFORMATION.

The Provider agrees to hold in strictest confidence and not to use, except for the benefit of the Practice or as required by law, or to disclose to any person, firm, or corporation without the prior written authorization of the Practice, any Confidential Information of the Practice. "Confidential Information" means any of the Practice's proprietary information, technical data, trade secrets, or know-how, including, but not limited to, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to the Provider by the Practice either directly or indirectly. The Provider may use the Confidential Information to the extent necessary for negotiations, discussions, and consultations with the Practice's personnel or authorized representatives or for any other purpose the Practice may hereafter authorize in writing. At the request of the Practice, the Provider must promptly return all copies of Confidential Information received from the Practice, and must promptly destroy all other Confidential Information prepared by the Provider, including, without limitation, any notes, reports, or other documents.

5. PARTIES' REPRESENTATIONS AND WARRANTIES.

- (a) The Parties each represent and warrant as follows:

- (i) Each Party has the full power, authority, and right to perform its obligations under the Agreement.
 - (ii) This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).
 - (iii) Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.
- (b) The Provider hereby represents and warrants as follows:
- (i) The Provider has the sole right to control and direct the means, details, manner, and method by which the Services required by this Agreement will be performed.
 - (ii) The Provider has the experience and ability to perform the Services required by this Agreement.
 - (iii) The Provider has the right to perform the Services required by this Agreement at any place or location, and at such times as the Provider shall determine.
 - (iv) The Services shall be performed in accordance with and shall not violate any applicable laws, rules, or regulations, and the Provider shall obtain all permits or permissions required to comply with such laws, rules, or regulations.
 - (v) The Services required by this Agreement shall be performed by the Provider or the Provider's staff, and the Practice shall not be required to hire, supervise, or pay any assistants to help the Provider perform such Services.
 - (vi) The Provider is responsible for paying all ordinary and necessary expenses of its staff.
- (c) The Practice hereby represents and warrants as follows:
- (i) The Practice will make timely payments of amounts earned by the Provider under this Agreement and as detailed in Exhibit A hereto.
 - (ii) The Practice shall notify the Provider of any changes to its procedures affecting the Provider's obligations under this Agreement at least seven (7) days prior to implementing such changes.
 - (iii) The Practice shall provide such other assistance to the Provider as it deems reasonable and appropriate.

6. MAINTENANCE REQUESTS.

- (a) Procedure for Request. The Practice must submit all requests for maintenance to the Provider via email.. A Request must (i) provide the Provider with clear and specific instructions, (ii) be reasonable in nature, and (iii) be within the scope of the Services. All materials transferred to the Provider in connection

with a Practice Maintenance Request must be in acceptable format, which shall be limited to the following: jpg, pdf, gif, png

- (b) Review and Inspection. The Provider will promptly notify the Practice when the work required under a Practice Maintenance Request is complete so that the Practice can review and inspect such work to ensure its accuracy. The Practice will notify the Provider of any errors, omissions, and other issues via email as soon as practicable following discovery. The Provider will use best efforts to resolve any such errors, omissions, and issues as quickly as possible.

7. WEBSITE PROBLEMS; SECURITY.

The Provider must use commercially reasonable efforts to minimize disruption of the Website and to schedule Website maintenance in accordance with Exhibit A hereto.

- (a) In the event of a problem with the Website, the Provider agrees to provide the following levels of support:

- (i) Urgent Problem. If the Website suffers from an urgent problem, including, but not limited to, the Website becoming unusable, the Provider understands that time is of the essence and will use best efforts to correct the problem as soon as possible. The Provider will continue to update the Practice of the status of the problem until the problem is resolved, at which time, the Provider will immediately notify the Practice that the problem has been corrected.

If the Provider becomes aware of an urgent problem before the Practice becomes aware of it, the Provider will immediately notify the Practice of such problem.

- (ii) Non-Urgent Problem. If the Website suffers from a non-urgent problem, the Provider understands that time is of the essence and will use best efforts to correct the problem as soon as possible. The Provider will continue to update the Practice of the status of the problem until the problem is resolved, at which time, the Provider will promptly notify the Practice during normal business hours that the problem has been corrected.

If the Provider becomes aware of a non-urgent problem before the Practice becomes aware of it, the Provider will promptly notify the Practice during normal business hours of such problem.

- (b) Website Back-up. The Provider must back-up the Website as set forth on Exhibit A hereto.
- (c) Security. The Provider must take commercially reasonable steps to prevent unauthorized access to the Website and any of the Practice's Confidential Information, including, but not limited to, any data collected on the Website.

8. NATURE OF RELATIONSHIP.

- (a) Independent Contractor Status. The Provider agrees to perform the Services hereunder solely as an independent contractor. The Parties agree that

nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. The Provider is and will remain an independent contractor in its relationship to the Practice. The Practice shall not be responsible for withholding taxes with respect to the Provider's compensation hereunder. The Provider shall have no claim against the Practice hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Nothing in this Agreement shall create any obligation between either Party and a third party.

- (b) Indemnification of Practice by Provider. The Practice has entered into this Agreement in reliance on information provided by the Provider, including the Provider's express representation that it is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. If any regulatory body or court of competent jurisdiction finds that the Provider is not an independent contractor and/or is not in compliance with applicable laws related to work as an independent contractor, based on the Provider's own actions, the Provider shall assume full responsibility and liability for all taxes, assessments, and penalties imposed on or against the Provider and/or the Practice resulting from such contrary interpretation, including but not limited to taxes, assessments, and penalties that would have been deducted from the Provider's earnings had the Provider been on the Practice's payroll and employed as an employee of the Practice.

9. INDEMNIFICATION.

- (a) Of Practice by Provider. The Provider shall indemnify and hold harmless the Practice and its officers, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorneys' fees and disbursements (collectively, the "Claims") that any of them may suffer from or incur and that arise or result primarily from (i) any gross negligence or willful misconduct of the Provider arising from or connected with the Provider's carrying out of its duties under this Agreement, or (ii) the Provider's breach of any of its obligations, agreements, or duties under this Agreement. **(Optional)** [The Provider shall maintain liability insurance sufficient to satisfy the foregoing obligations to the Practice.]
- (b) Of Provider by Practice. The Practice shall indemnify and hold harmless the Provider from and against all Claims that it may suffer from or incur and that arise or result primarily from (i) its maintenance or usage of the Practice's Website in connection with the carrying out of its duties under this Agreement or (ii) the Practice's breach of any of its obligations, agreements, or duties under this Agreement; provided, however, none of the foregoing result from or arise out of the actions or inactions of the Provider.

10. INTELLECTUAL PROPERTY.

- (a) No Intellectual Property Infringement by Provider. The Provider hereby represents and warrants that the use and proposed use of any software, programs, or applications to maintain, repair, or update the Website does not and shall not infringe, and the Provider has not received any notice, complaint, threat, or claim alleging infringement of, any trademark, copyright, patent, trade secrets, industrial design, or other rights of any third party. To the extent the software, programs, or applications used to maintain, repair or update the Website infringe on the rights of any such third party, the Provider shall obtain a license or consent from such third party permitting the use of such items.
- (b) No Intellectual Property Infringement by Practice. The Practice represents to the Provider and unconditionally guarantees that all text, graphics, photos, designs, trademarks, hyperlinks, or other content on the Website are owned by the Practice, or that the Practice has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify, and defend the Provider and its subcontractors from any liability (including attorneys' fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Practice. The Practice further represents to the Provider that its domain names or URL listing does not infringe, dilute, or otherwise violate third party rights or trademarks.
- (c) Practice Property Rights. All text, graphics, photos, designs, trademarks, hyperlinks, or other content on the Website are the property of the Practice and the Provider has no ownership rights or other intellectual property rights to such items.
- (d) [Nature of Website Content. The Practice represents that the content of the Website is not defamatory or obscene, does not constitute false advertising, and does not violate any applicable laws or regulations. The Provider has the right, but not the duty, to review and monitor all Website content submitted pursuant to a Practice Maintenance Request and to reject or remove any such content from the Website that the Provider believes in good faith breaches the Practice's representations made under this Agreement. The Provider does not accept responsibility or liability for any errors, inaccuracies, or unsuitable content on the Website]

11. AMENDMENTS.

No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.

12. SUCCESSORS AND ASSIGNS.

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

13. FORCE MAJEURE.

A Party shall be not be considered in breach of or in default under this Agreement on account of, and shall not be liable to the other Party for, any delay or failure to perform its obligations hereunder by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that Party's reasonable control (each a "Force Majeure Event"); provided, however, if a Force Majeure Event occurs, the affected Party shall, as soon as practicable:

- (a) notify the other Party of the Force Majeure Event and its impact on performance under this Agreement; and
- (b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations hereunder.

14. GOVERNING LAW.

This Agreement shall be governed by the laws of the state of North Carolina. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

15. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

16. SEVERABILITY.

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

17. ENTIRE AGREEMENT.

This Agreement, together with Exhibit A hereto, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

18. HEADINGS.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

EXHIBIT A

DUTIES, COMPENSATION, AND SERVICES

1. SERVICES.

In exchange for the Set Up and Maintenance Fees, as defined in Section 2 below, the Provider will provide the following services:

- (a) Monitor the overall performance of the Website for functionality on a regular basis.
- (b) Perform any corrective maintenance services or repairs reasonably necessary to maintain the operation of the Website on the Web.
- (c) As directed by the Practice, up to two hours of labor per month to revise, edit, add, remove, or otherwise update the Website's content, including, but not limited to, text, images, links and/or web pages in order to keep the Website up to date.
- (d) Maintain a current back-up copy of the Website in a commercially reasonable manner and archive any files submitted by the Practice in secure locations suitable for such materials.
- (e) Maintain compatibility with other websites as may be designated by the Practice from time to time, including, but not limited to patient communication systems and secure patient portal messaging and reports.
- (f) Provide the Search engine and marketing reports on a regular basis, and such other reports as may be reasonably requested by the Practice.
- (g) Feed content to social media including, but not limited to, Facebook and Google Plus as long as administration or management rights can be attained.
- (h) Purchase Google AdWords to get an average of 50 clicks per month.
- (i) Provide domain registration (if applicable) and hosting services for the length of the agreement.
- (j) Provide unlimited custom emails for the primary domain address for the length of the agreement.

2. COMPENSATION.

As compensation for the Services, the Practice agrees to pay the Provider, \$2000 per web site set up fee and a \$499 monthly "Maintenance Fee".

PAYMENT SCHEDULE.

The Provider will invoice the Practice the Maintenance Fee on a monthly basis. Invoices will be paid around the 1st of the month by credit card or bank draft.

Additional maintenance work requested or authorized by the Practice that falls outside the scope of the Services will be billed to the Practice at a rate of \$ 50 per hour (the "Additional Maintenance Fee").

IN WITNESS WHEREOF, as of the _____ day of _____, 20_____.

Practice:

By _____

Print _____

end