

Organic Digital Marketing Additional Terms

PLEASE NOTE: THESE ADDITIONAL TERMS SPECIFICALLY APPLY TO OUR ORGANIC DIGITAL MARKETING SERVICES. THEY ARE GOVERNED BY AND SUBJECT TO THE TERMS OUTLINED IN YOUR MASTER SERVICES AGREEMENT WITH US, WHICH INCORPORATES THESE ADDITIONAL TERMS. BY SIGNING AN SOW FOR ORGANIC DIGITAL MARKETING SERVICES, YOU ARE CONSENTING TO ABIDE BY THESE ADDITIONAL TERMS. IN CASE OF ANY CONFLICT BETWEEN THESE ADDITIONAL TERMS AND YOUR STATEMENT OF WORK (herein "SOW") OR MASTER SERVICE AGREEMENT, THE SOW WILL TAKE PRECEDENCE.

YOU ACKNOWLEDGE AND ACCEPT OUR AUTHORITY TO ESTABLISH TERMS FOR CONTINUED SERVICE USAGE. THEREFORE, WE RETAIN THE RIGHT TO AMEND THESE ADDITIONAL TERMS AS PER THE PROVISIONS OF YOUR MASTER SERVICES AGREEMENT. YOUR UTILIZATION OF THE SERVICES IMPLIES YOUR ACCEPTANCE OF ANY SUCH MODIFICATIONS. TERMS NOT EXPLICITLY DEFINED HEREIN SHALL CARRY THE MEANINGS ASCRIBED TO THEM IN YOUR MASTER SERVICES AGREEMENT.

1. Definitions

- a. **Organic digital marketing** - Organic digital marketing is synonymous with search engine optimization. This service represents a long-term strategy that involves leveraging online channels to enhance search engine visibility and engagement without paid promotions, encompassing tactics such as search engine optimization (SEO), content creation, and other strategies to organically attract and retain target audiences.
- b. **National Campaign** - National Organic Digital Marketing campaigns focus on enhancing a business's visibility in non-local search results, targeting a broader audience on a national scale. This involves comprehensive online optimization, content strategy geared towards a national audience, and acquiring authoritative backlinks. These strategies prioritize visibility in traditional search results and may be adapted to accommodate evolving search algorithms and market dynamics.
- c. **Local Campaign** - Local Organic Digital Marketing is a focused strategy aimed at improving a business's visibility in local search results. This includes, but is not limited to, optimizing online presence, managing Google Business Profile (GBP), and creating locally relevant content. These efforts are subject to change based on evolving variables in the digital landscape.
- d. **E-Commerce Campaign** -
- e. Etc.

2. CORE KEYWORDS

- a. **IMPORTANT: CORE KEYWORDS REFER TO THE PRIMARY THEMATIC FOCUS AREAS DESIGNATED IN OUR STATEMENTS OF WORK (SOW) FOR SEARCH ENGINE OPTIMIZATION (SEO) CAMPAIGNS AS PART OF ORGANIC DIGITAL MARKETING SERVICES. THESE KEYWORDS REPRESENT THE CENTRAL THEMES AROUND WHICH OUR SEO STRATEGIES, CONTENT CREATION EFFORTS, AND OPTIMIZATION ACTIVITIES ARE CENTERED. DURING THE TERM OF A STATEMENT OF WORK, YOU MAY REQUEST THE ADDITION OF ADDITIONAL KEYWORDS TO EXPAND THE SCOPE OF YOUR SEO CAMPAIGNS. HOWEVER, IF THESE REQUESTED KEYWORDS ARE NOT SYNONYMOUS WITH OUR CURRENT CORE KEYWORD FOCUS AREAS, ADDITIONAL BUDGET MAY BE REQUIRED. THIS ADDITIONAL BUDGET IS NECESSARY TO ACCOMMODATE THE CREATION OF NEW CONTENT, OPTIMIZATION EFFORTS, AND OTHER RESOURCES NEEDED TO EFFECTIVELY TARGET AND OPTIMIZE FOR THESE ADDITIONAL KEYWORDS. BY MAINTAINING A CLEAR FOCUS ON CORE KEYWORDS AND CAREFULLY ASSESSING THE RELEVANCE AND ALIGNMENT OF ADDITIONAL KEYWORD REQUESTS, WE ENSURE THAT OUR SEO CAMPAIGNS REMAIN STRATEGIC, FOCUSED, AND IMPACTFUL IN DRIVING ORGANIC SEARCH VISIBILITY AND ACHIEVING CLIENT OBJECTIVES.**

3. GEOGRAPHIC TARGETING & LOCATIONS

- a. **IN THE EVENT THAT THE GEOGRAPHIC TARGETING OF YOUR ORGANIC DIGITAL MARKETING CAMPAIGN EXPANDS, OR ADDITIONAL LOCATIONS WITH THEIR RESPECTIVE GOOGLE BUSINESS PROFILES (GBP) ARE BROUGHT UNDER OUR PURVIEW DURING THE TERM OF THE AGREEMENT, IT IS ACKNOWLEDGED THAT ADDITIONAL BUDGET CONSIDERATIONS MAY**

BE NECESSARY. THIS ACKNOWLEDGMENT STEMS FROM THE NEED TO ACCOMMODATE THE INCREASED WORKLOAD ASSOCIATED WITH OPTIMIZING FOR ADDITIONAL LOCATIONS, MANAGING MULTIPLE GBP PROFILES, AND IMPLEMENTING TAILORED STRATEGIES TO TARGET NEW GEOGRAPHIC AREAS EFFECTIVELY. THE PARTIES AGREE THAT ANY EXPANSION OF GEOGRAPHIC TARGETING OR ADDITION OF NEW LOCATIONS WILL BE SUBJECT TO MUTUAL AGREEMENT AND WRITTEN APPROVAL. FURTHERMORE, THE CLIENT UNDERSTANDS THAT THE ALLOCATION OF ADDITIONAL BUDGET FOR THESE PURPOSES IS ESSENTIAL TO ENSURE THE SUCCESSFUL EXECUTION OF THE SEO CAMPAIGN ACROSS ALL TARGETED LOCATIONS.

4. Fees
 - a. Recurring Monthly Payment refers to the monthly fee for Organic Digital Marketing Services. Unless otherwise set forth in the applicable SOW, your recurring billing will begin per the schedule as indicator in your SOW after the execution of the SOW.
 - b. Other Fees refers to any other fees for additional services that you request, such as for providing additional content or providing an SSL certificate (per the Master Service Agreement).
5. Pro Rata Invoicing Conditions & Exclusions:
 - a. If the SOW is signed before the 15th of the month, the initial invoice will be prorated according to the number of days remaining in the month, starting from the SOW commencement date. Should the SOW be signed after the 15th of the month, invoicing and the outlined services in the SOW will begin on the 1st day of the following month. The first invoice in these cases will reflect the full agreed-upon service amount without proration. Prorated invoicing will not apply to setup fees, project installments, or any other predefined exempt charges.
6. Onboarding & Offboarding Periods
 - a. The Onboarding Period is the initial thirty (30) days (approximately) following the execution of this SOW will be dedicated to onboarding and setup ("Onboarding Period"). This critical phase is designed to ensure that Contractor gains necessary access to critical Client accounts, platforms, etc., hosts necessary context-building calls, conducts preliminary research, sets up all required systems and tools, etc. to commence the delivery of services effectively by month 2.
 - b. The Offboarding Period: In the event of termination and upon receiving thirty (30) days notice, the final thirty (30) days of the service period will be dedicated to offboarding ("Offboarding Period"). This phase is designed to ensure as smooth a transition as possible, including but not limited to the revocation of Contractor's access to Client's systems and platforms, service-related offboarding items, and the handover of any relevant, applicable work product. Contractor will not store any work product beyond the Offboarding Period.
7. Keyword Approval
 - a.
8. Campaign Flexibility and Adaptability
 - a. In recognition of the dynamic nature of search engine optimization (SEO) and its susceptibility to external factors beyond our control, including but not limited to competition levels and changes in search engine algorithms, the Client acknowledges that strategic and tactical deviations may be necessary for the successful execution of the SEO campaign. The Contractor reserves the right to adjust the SEO strategy as deemed appropriate, provided that such deviations align with and correlate to the campaign objectives outlined in the agreement between the Parties. Any modifications to the strategy will be communicated promptly to the Client, along with the rationale behind such adjustments, to ensure transparency and alignment with campaign goals.
9. Term & Termination
 - a. Commencement of our services will occur per the commencement date defined in the executed SOW. These services shall remain in effect until terminated in accordance with the provisions of your Master Services Agreement. Unless specified otherwise in the SOW, Organic Digital Marketing Services are contracted for a minimum period of one (1) year and will automatically renew for successive monthly terms unless terminated in accordance with the terms of your Master Services Agreement.

10. Etc.
11. etc.