GMP Internet Marketing, LLC

AI Partner License Agreement

Date

Name | Company
Address 1
Address 2

ph #
email

This license agreement is between GMP Internet Marketing, LLC (GMP IM) (Licensor) and Name | Company (Licensee). Products, Services, Pricing and Special Terms and Conditions are below:

PRODUCTS INCLUDED:

1. Web Based Tracker System branded for Licensee including the following features:
    a. Client data input, tracking, task management
    b. Page optimization input
    c. Keyword phrase input
    d. Client optimization monitoring tool
2. 1,000 unique leads provided per month, as long as Licensee is actively obtaining new clients; and additional 5,000 leads upon request (businesses paying per click in Google)
3. Optimization Test Tool branded for Licensee
4. Whois domain information reporting tool branded for Licensee
5. Contact Manager tool for lead management
6. Template-based site for Licensee, optimized at 90-100% for company name relevance
7. Online access to GMP IM training videos and audio recordings

SERVICES INCLUDED:

1. Complete setup and implementation of all products listed above
2. Non-exclusive search engine optimization training and SEO sales training performed in-person by GMP IM Team during a 2-day period at GMP IM's offices; or virtual option is available as well
3. Tracker System training
4. Updates to Tracker System for one year
5. Updates to Optimization Test Tool for one year
6. Sales assistance closing your first few clients
7. Telephone support for SEO and/or technical questions for one year

Continued

PRICING:
License and Training is offered for $60,000.00. [A non-refundable deposit of $20,000.00 is due to GMP IM via wire transfer upon execution of this agreement, with the remaining balance to be paid in full at least two weeks prior to training, followed by the conditions outlined below.]

In addition to the License payment, Licensee shall split GMP IM's published service pricing with GMP IM for all clients/services sold, fee structure as follows:
Licensee keeps 25% and GMP IM will debit Licensee's account for 75% of GMP IM's published initial service fee (whether or not a free trial period is offered, or pages are built upfront or over a period of time).
Licensee then keeps 75% and GMP IM will debit Licensee's account for 25% of GMP IM's published monthly service fee.
GMP IM will continue to receive 25% of the recurring income (per GMP IM's published monthly service fee) for the life of these clients sold under the AI Partner agreement.
GMP IM will apply its share to completing the technical optimization work and providing unique content necessary for the optimization work.
Licensee may sell an unlimited number of unique clients (aka client folders) under the AI Partner Agreement.

Licensee may upgrade to the Limited License by paying an additional $50,000.00 to GMP IM. Upon upgrading and full payment received for the Limited License: Licensee may then also sell up to 25 additional unique clients (aka client folders); and *shall* continue to hire GMP IM to perform the technical part of the optimization services for all clients/services sold after the upgrade, fee structure as follows:
For all *AI assisted* services: the fee structure remains the same as under the AI Partner agreement;
For all *non-AI* services: GMP IM will debit Licensee's account for 40% of GMP IM's published service fee (whether or not a free trial period is offered, or pages are build upfront or over a period of time).

Licensee may upgrade to the Standard License with 75 unique clients (aka client folders) by paying an additional $40,000.00, after upgrading to the Limited License. Standard Licensee may upgrade to the VIP License with unlimited clients by paying an additional $100,000.00. Upon upgrading to a Standard or VIP License, Licensee has the *option* of hiring GMP IM to perform the technical part of the non-AI optimization services, under the same fee structure as the Limited License agreement, or Licensee may choose to perform the non-AI services. Available *only* to VIP Licensees: Licensee may also choose to perform the AI-assisted technical services with additional training (included) and cost (not included).

Tech fees do not include website builds or conversions, domain registration, renewals and/or hosting of websites, emails or that of micro sites. Tech fees and content costs may increase up to 8% per year.

AI-assisted Clients, as well as Clients sold under the AI Partner agreement, do *not* count towards the number of unique Client folders associated with each License level.

If Licensee upgrades from an AI Partner to Limited, Standard or VIP License within 90 days of executing the AI Partner Agreement: at that point forward Licensee will retain 100% of the then current Clients future recurring income of all non AI-assisted Clients obtained under the AI Partner agreement.

License and Tracker system are fully transferrable for a $10,000.00 fee which includes a one-day virtual training class of new Licensee and 60 days of support.

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ON-GOING COST:

1. Annual License fee, Software updates/maintenance to Tracker System, Tracker hosting/regular backups and Optimization Test Tool maintenance charged month thirteen – not to exceed $1,000.00 per year, based on $10/client per year, $500.00 minimum.
2. Technical support beginning month thirteen for $50.00 per half hour, upon request. Web development is quoted on a per job basis, or referred to a GMP IM trusted affiliate.
3. After the initial two-day training period, SEO sales training is available for $150.00/hr plus expenses, upon request.

SPECIAL TERMS AND CONDITIONS:

1. SEO and Tracker System training shall be completed within 15 working days after contract signing, upon receiving all GMP IM requested information from Licensee, unless otherwise agreed upon.
2. Functional Tracker System, branded for Licensee will be complete within 15 working days after contract signing, upon receiving all GMP IM requested information from Licensee.
3. Technical and SEO support questions will be promptly responded to, within 24 hours/business days, if not immediately, barring any extreme or emergency circumstances.
4. If at any time a payment is not made within ten days of its due date, access to the Tracker system may be limited at the sole discretion of GMP IM, and Licensee will be declared in default of the agreement after a payment is 30 days late.
5. If GMP IM stops receiving recurring income for a client, GMP IM will remove the optimization and the client's placement will fall from the search engines top placement or completely.
6. Licensee may "buy out" GMP IM's non-AI recurring revenue share by paying the equivalent of the current recurring revenue times 12 months. If additional new clients are then signed up after the buyout and the Limited License has not been purchased, the original agreement service fee structure holds true.
7. GMP IM *highly* recommends that all Licensees reach out to at least 30+ GMP IM leads per day, Monday-Friday and call 30+ leads/day that you've tried before and didn't reach; and join a local BNI chapter, attending the weekly meetings.
8. This agreement does not create a partnership or joint venture between GMP IM's and Licensee's entities.
9. Venue for any dispute arising under this contract is Collin County, Texas. The laws of the state of Texas, without regard to its conflicts-of-laws provisions, shall govern this contract.

By signing below, both the Licensor and Licensee/AI Partner indicate that they have read, understand, and agree to all terms and conditions outlined in this agreement.

GMP Internet Marketing (Licensor) Name | Company

_____ _____

GMP IM Managing Partner Licensee

See Attachments Included:

WIRING INSTRUCTIONS:
Please use this for sending your License fee to GMP IM.

ACH PAYMENT AUTHORIZATION FORM:
This is for new sale tech fees to be drafted by GMP IM.