

This service agreement is entered into as of this date: ____/____/____ "Effective Date" by and between Patient Education Concepts, Inc. (PEC) with its principal place of business at 14614 Falling Creek, Suite 210, Houston, TX 77068, and "Client", with its principal place of business listed below. Please sign and fax back this agreement to Wil Penate at **(281) 583-0590**.

Products Selected: Launch Package Complete Package Facebook Package

Terms Of Service: 6 - Months 12 - Months

Main Account:

Practice Name _____ Phone # _____

Physician Name _____ Physician's Email _____

Contact Person _____ Contact's Email _____

Address _____ City _____ State _____ Zip _____

Website _____ Fax # _____

Do you currently have a Social Media presence? Yes No Where? _____ How many followers? _____

- Services:** See Full Descriptions (page3)
1. Launch Package includes Set-up, Building Critical Mass, Promotion Kit, and Staff Webinar.
 2. Complete Package includes Consulting, Daily Monitoring, Regular Content, Campaigns, Practice Profile Updates for up to 4 Social Media sites.
 3. Facebook Package includes the same as Complete Package but for only 1 Facebook account.

Fees:
Client agrees to pay the initial Launch Package Fee of _____ and a monthly service fee of _____ that covers the service option selected (above). The Launch Package Fee is due upon signature of this agreement.

Service Package Payment Options:
Monthly payments will be automatically charged to the credit card provided below at the end of each month of service following the initial 60-day launch period. If the Agreement is not canceled within the 60-day launch period, this Agreement will be in force for an initial period of _____ from the "Effective Date." Optionally, payment may be made by company check, for the full agreement term. If the pay by check option is selected, service will not begin until payment of the Launch Package Fee along with full agreement term of payments is received in the offices of PEC.

Automatic Renewal:
This Agreement shall automatically renew unless PEC is notified within 15 days prior to the renewal date of its desire to cancel services.

Credit Card Billing Authorization:

Credit Card Type: VISA MasterCard AMEX

Name as it appears on card: _____

Credit Card # _____

Card Expiration Date: _____ Security Code: _____ Billing Zip Code _____

Bill Me Now:

Bill me now for the full amount.

Please sign below indicating your agreement to the pricing, terms and conditions contained in this Agreement as of the Effective Date above.

Name: Wil Penate
Title: Social Advantage Project Manager



Your Name:
Your Title:

This Agreement is made by and between

(“**Customer**”)

and Patient Education Concepts (PEC), as of the date (the “**Effective Date**”) set forth on the Service Order Form signature page:

1. Parties: Customer or PEC is sometimes referred to herein as a “**Party**” and together as the “**Parties**”.

2. Notices: Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to the Party to whom the same is directed; (ii) one (1) business day after deposit with a commercial overnight carrier, with written verification of receipt, or (iii) five (5) business days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available.

(i) For Customer:

(ii) For PEC:

Wil Penate, Social Advantage Project Manager
Patient Education Concepts
14614 Falling Creek, Suite 210
Houston, Texas 77068

3. Term: PEC may terminate upon fifteen (15) days notice in the event of a material breach of the Agreement.

4. Image Use License: the images used on client’s social media network created and managed by PEC are licensed solely to PEC and are non-transferable to client or any third party. All PEC provided images are for use in the client’s social media network only and authorization to copy, manipulate or use in any other form of media is strictly forbidden.

5. Confidential Information: PEC will use Customer’s patient data and other information reasonably deemed confidential (“Customer Confidential Information”) solely to perform its duties under this Agreement. PEC agrees to protect said Customer Confidential Information using the same degree of care that it uses to protect its own highly confidential information from unauthorized disclosure, but in no event less than a reasonable degree of care. PEC further agrees that any Customer Confidential Information in its possession shall be destroyed within 30 days of termination of this Agreement, unless otherwise agreed to in advance by the Parties.

Customer agrees to protect PEC’s trade secrets, business processes, client lists, and other information reasonably deemed confidential (“PEC Confidential Information”) using the same degree of care that it uses to protect its own highly confidential information from unauthorized disclosure, but in no event less than a reasonable degree of care. Customer further agrees that any PEC Confidential Information in its possession shall be destroyed within 30 days of termination of this Agreement, unless otherwise agreed to in advance by the Parties.

This Agreement imposes no obligation upon either Party with respect to information that such Party can demonstrate: (i) was in such Party’s possession before receipt from the other Party; (ii) is or becomes a matter of public knowledge through no fault of such Party; (iii) is rightfully received by such Party from a third party without violating a duty of confidentiality; (iv) is independently developed by such Party; (v) is disclosed under operation of law, except that such Party will disclose only such information as is legally required and will use reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed and will provide notice to the other Party of such possible disclosure prior to disclosure in order to give such other Party an opportunity to contest such disclosure; or (vi) is disclosed by such Party with the other Party’s prior written approval.

6. Indemnification: Customer shall defend, indemnify, and hold harmless PEC and all PEC Personnel from and against any and all damage, cost, liability, and expense whatsoever (including court costs and actual attorney fees) incurred by reason of any third party claim based upon the failure by Customer to comply with any covenant or agreement set forth herein, or any state or federal law. PEC shall defend, indemnify, and hold harmless Customer and all personnel of Customer from and against any and all damage, cost, liability, and expense whatsoever (including court costs and actual attorney fees) incurred by reason of any third party claim based upon the failure by PEC to comply with any covenant or agreement set forth herein. It shall be a condition of any such indemnification hereunder that the party seeking indemnification (1) give the indemnifying party prompt written notice of any claim, demand, or action for which such indemnification is sought; (2) allow the indemnifying party to control the defense and/or settlement of any such claim, demand, or action; and (3) cooperate fully with the indemnifying party with respect to the investigation, defense, or settlement of any such claim, demand, or action.

7. No Warranty: Any Service provided by PEC under this agreement is provided “as is,” and without any warranty, whether express or implied, regarding its accuracy, completeness or performance.

8. Other Business Activities: This Agreement imposes no limit on the type and manner of business activities that either PEC or Customer may choose to conduct on its own behalf. PEC acknowledges that Customer may choose at any time to secure similar services from other vendors. Customer acknowledges that PEC may work with other clients.

9. Assignment: Neither this Agreement nor any of its right or obligations under it may be assigned, delegated, sublicensed, or otherwise transferred by either party without the written consent of the other party; provided, however, that PEC may assign the Agreement to the surviving company in a merger or to the acquirer of substantially all of the assets of such party.

10. LIMITATION OF LIABILITY: NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, OR FOR ANY LOST PROFITS, LOST REVENUES OR BUSINESS INTERRUPTIONS, LOSS OF THE DATA, THE COST OF RECOVERING SUCH DATA, CLAIMS BY THIRD PARTIES, OR FOR OTHER SIMILAR COSTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. EXCEPT FOR ANY LIABILITY ARISING UNDER SECTION 5 (CONFIDENTIAL INFORMATION) AND SECTION 6 (INDEMNIFICATION), IN NO EVENT WILL EITHER PARTY’S AGGREGATE LIABILITY FOR DIRECT DAMAGES UNDER AND RELATING TO THIS AGREEMENT EXCEED \$10,000. NOTHING IN THIS SECTION 10 (LIMITATION OF LIABILITY) WILL LIMIT A PARTY’S ABILITY TO COLLECT AMOUNTS DUE UNDER THIS AGREEMENT.

11. General: This Agreement is made under, and shall be construed according to, the laws of the State of Texas, U.S.A. except for its conflicts of laws principles. If any provision of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, the remaining provisions shall remain in full force and effect. Any failure by a Party to enforce the other Party’s strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. This Agreement may be delivered by facsimile transmission, which shall be deemed and shall constitute an original.

Accepted By:



Signature: _____

Print Name: _____ Date: _____

SOCIAL ADVANTAGE

I. Set Up: Creating your Accounts

- a. Profile image. We will design a profile image that represents your practice and current marketing message. This is the key visual image located on the top left of your social page. This design should change throughout the year to reflect your current promotion.
- b. Photo albums. Facebook and other sites allows users to create a collection of images with fields to provide descriptions, details and comments. As photos are the content most consumed by social media users and are key to the visual presentation of your practice, we will start by creating the following photo albums of your choice on your page:
 - i. Meet the staff
 - ii. Meet your LASIK counselor(s)
 - iii. Doctor introductions with bios
 - iv. Philanthropy, which includes any charitable event or fun activity involving the staff
- c. Notes. These are written entries in your Facebook page that give your fans more information about your practice through text, links and tags.
 - i. Patient forms for downloading
 - ii. Affiliated doctors – links and names
 - iii. Financing – specials or links to online application form

- ### II. Building Critical Mass.
- Your Facebook account needs a minimum of 25 fans before we can create a personalized URL for your page. For example, www.facebook.com/JonesEyeCenter. This can easily be achieved by asking your staff, staff's friends and family members to "like" your Facebook page. This custom URL makes promotion of your page easy verbally, online and in your marketing materials.

- ### III. Promotion Kit.
- We will develop promotional items for your practice to advertise your Social Media sites both internally and externally.
- a. 15 "Like Us on Facebook" Buttons/Badges for staff to wear
 - b. 2 Countertop displays with acrylic stands to promote your page at your check-in and check-out counters
 - c. 1,000 Fan cards: These cards are an easy promotional tool to hand out to your patients, driving them to your social media sites.
 - d. 20/20 Prospects: The practice can provide PEC an email list consisting of the last 12 months of patients. PEC uses its 20/20 Prospects HTML email program to send two emails (one each month) encouraging your patients to become fans on your social media sites.
 - i. 1st e-blast announces your Facebook page launch
 - ii. 2nd e-blast is a follow-up reminder to those that did not respond to the first email
 - e. A custom wall poster promoting your social media sites (24" x 36").
 - f. Website banner: Designed to fit your current website and allows visitors to link to your social media sites with a simple click.
 - g. Practice video tour: A 1-3 minute video will be created and uploaded to your social media sites and YouTube channel. This video will introduce potential patients to your practice using photos, text, and music.

IV. Staff Webinar (approx. 20 minutes)

- a. PEC will conduct an introduction to how social media works and explain to your staff our role in developing and managing your page.
- b. We will teach your staff how to promote your social media sites as well as how to respond and interact with patients that comment on your page.
- c. We will also cover HIPPA compliancy issues with respect to social media.

- ### V. YouTube Custom Channel.
- We will create a YouTube Custom Channel that will be an additional social presence for your practice. This gives your patients a place to view any practice videos we create for you or that you may have already created and get to know more about you and your services.

Launch Package - \$1,995
(Includes the first 60-days for clients who choose either the Complete Package or Facebook Package).

SERVICE PACKAGE

I. COMPLETE PACKAGE:

- a. **Consulting.** We will be your resource for questions and will work with your practice on Facebook, Twitter, etc (up to 4 social media sites) in regards to marketing strategies, campaigns and direction.
- b. **Daily monitoring.** We will interact with your fans, respond to comments and answer general questions. If we incur fan questions that require other than routine answers, we will send a screen capture to your contact person to inquire how we should respond. Any obscene content or inappropriate posts deemed detrimental to the practice will be removed and in select cases, we will contact you to discuss the best course of action to ensure your practice's brand/presence is protected.
- c. **Regular content.** Adding content to your social media pages keeps it interesting to your fans while also keeping your practice 'top of mind'. We will incorporate regular content to keep things fresh and interesting:
 - i. Posting new images – profile images to reflect your current campaigns/offers, images designed to deliver exciting content in a visual way to capture your audience, images for photo albums depending on the nature of your campaign/content
 - ii. Monthly video topics - seasonal, specials/offers, educational materials
 - iii. Discussions on various topics relevant to your practice – Q&A sessions to offer fans a chance to learn more about your practice, physicians, eye related issues, procedures and more in a fresh format
 - iv. Notes (industry news, topics, research updates)
- d. **Campaigns.** We will develop, implement and monitor your marketing campaigns.
 - i. Fresh profile images as campaign changes
 - ii. Post new images with text descriptions to your wall to broadcast to your fan base
 - iii. Add or modify photo albums and notes as needed
 - iv. "Social Ad" pay-per-click/pay-per-impression ad designs and copy. (Additional fees to third parties apply for the hard cost of running these types of campaigns).
 - v. New Videos
 - vi. New Web banner
 - vii. 1-2 reposts of message – When anything new is posted to a social media sites, it displays at the top of the page and previous posts are shifted down. It is beneficial to keep your current message front and center, so we provide "re-posts" of your message throughout the course of your campaign.
- e. **Practice profile updates.**
 - i. **Update/maintain** accuracy of staff, practice and doctor info
 - f. **Contest creation.** Develop, implement, monitor and manage contests that increase fans and direct traffic to your social media sites. Contests are not recommended until you reach a minimum of 100 fans for maximum effectiveness.

6 Month Agreement - \$450/mo. 12 Month Agreement - \$400/mo.

II. FACEBOOK PACKAGE

- a. Same as Complete Package but for only 1 Facebook account.

6 Month Agreement - \$350/mo. 12 Month Agreement - \$300/mo.