

Presented by:

apogeeINVENT

Driving real business and opportunity through the online experience.



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Mini Web Direct Marketing Package

Project Team Introduction

ApogeeInvent has been working as a team in the online technology arena since June of 2004. The founding partners Beto Paredes and Joseph Frazier have over ten years of experience in this field. Both take special interest in every project, monitoring the development process as it occurs.

At ApogeeInvent, we are always excited to begin a new project. Our team, consisting of experienced software engineers and professional designers, has worked together on numerous projects since the company's inception. We have completed over 1700 projects to date and have written over two million lines of code, creating a memorable presence for many successful companies. We are certain this project will be equally successful.

All our projects are managed by Dwight Calwhite, CTO, and are created by accredited designers, writers, and software engineers. All are degreed professionals with extensive experience in every part of the project, from start to completion.

Our Direct Sale Packages are offered in conjunction with our subsidiary Product2Web, overseen by CEO Brandon McDonald and managed by Project Manager Nephi Paredes. Product2Web offers turn-key solutions for online product sales, specializing in the affiliate industry.

Direct Sale Package

- **Creative Interview-** We will conduct a full creative interview with you and your staff in order to learn exactly what you want to present to your online audience. Through this interview we will help you determine your color scheme, logo placement and precisely how to design and lay out your new Landing page, banners, and creatives.

1 Landing Page:

- **Content Analysis-** We complete a full content analysis of any existing content developed for the Landing page online. This analysis is done to convert the current content into superior web content.
- **Language Usage-** We develop our Landing pages utilizing the most current and advanced languages. We use full CSS layouts and HTML standards that are all 2.0 compliant (2.0 is the current industry standard). Depending on the specified page layout, other languages may be used, such as JavaScript, ActionScript and PHP.
- **Landing Page Layout-** We will skillfully design every part of the Landing page to center around getting a conversion. We follow all formatting standards that draw the highest conversion rates. This will include any creatives, integration of company logo, content, and data capture forms.
- **Custom Data Capture Form-** The Landing page comes with a custom data capture form created to match your site layout and comes with the necessary data fields to result in a conversion. This form includes the standard field-types necessary for the industry. We will create a custom design that matches your site while following successful layout techniques that increase traffic and sales.
- **Direct Sale-** This fully developed Landing page will prompt visitors to make a conversion (purchase your product, sign up for the newsletter, etc.). Our technology allows the direct sale of a single product and the format of the landing page will push users towards this conversion.

2 Optional Landing Pages

- **2 Variations-** Based on the layout of the original landing page, you may elect to switch graphics, colors, or headlines to test your offer with several different landing pages. These alternate pages will be created once the original page is approved, using the same text as the original landing page. Only one revision of graphics and/or colors may be requested for each page.

5 Banners

- **5 Static Banners-** This package also comes with 5 static banners to drive traffic to your direct sale page(s).

Email Creatives

- **2 Email Creatives-** We will design two unique email creatives to also bring traffic to your offer, using the design scheme determined in the creative interview.

Best Practices Packet

- **Industry Guidance-** In addition to our professional design work, we will provide you with a packet that will explain the industry requirements for direct sale offers and advise you on the best way to comply. Our designers are experienced in creating direct sale offers and can answer questions concerning industry regulations. This packet will act as a guide in crafting the best possible offer while following industry requirements.

Professional Design Credits:

The Direct Sale Package comes with 50 hours of professional design credits to create the custom elements of your platform. These are added as a credit towards this platform to be used at any time after the purchase of the software. These credit hours may only be used for customizations to the product features detailed in this contract. Most clients are able to make all design revisions and content editing/creation within this time period. We charge standard hourly rates, available on our website, for any additional design and content development work that exceeds these fifty free hours. Keep in mind that requests outside of what is detailed in the contract may cause you to go over credit hours and be charged hourly. Any unused credit hours will expire upon delivery of project. This platform also includes up to \$30 of free image / photo purchases for use in the platform design. If the total cost of images purchased exceeds \$30, the price of images will be billed to the client at cost, or the client may choose to purchase the images themselves and send them to the designer.

Languages

Our technology is written in a combination of HTML, CSS, PHP, various other web languages (XML, Soap, AJAX) and Action Script (flash code base) on a MySQL database structure (if data elements are included). Our choice of language is based on flexibility, usability and a very strong existing code library that we have developed over time.

Cost of Service and Time Frame

The Direct Sale Package base cost is \$3,595

We take payments in two installments. Half (\$1,797.50) is due prior to project commencement, and the remaining half (\$1,797.50) is due upon completion. You will receive an official invoice for both from ApogeeInvent. Any additional hourly work will be billed on a Net 7.

Estimated time from project start to completion is 3 to 5 weeks.

Apogee 2 Year Limited Warranty

If your application fails to perform the specifications outlined in this contract, we will investigate the conditions which led up to the problem(s) of concern. If it's determined that the conditions which created the issue were directly related to the software/web development performed by ApogeeInvent we will remedy the issues as quickly as possible.

Forthwith there are certain conditions such as choice of database structure, pre-existing code, service of the host, server attacks, moving the software away from installation point and other potential factors that may be determined by us to be in breach of this warranty. As a condition of this warranty no other party outside of assigned ApogeeInvent staff may alter, access or move the code or software in any way without consultation and permission from ApogeeInvent's executive staff. In the instance of such a violation, the warranty is void immediately.

Further Development on this Project

Once the package is designed and handed over we offer you continuing development and design services per hour dealing with this project. We have several retainer packages available at discounted hourly rates. We are usually available to handle anything you need.

Late Payment Policy

To ensure to the swift completion of your project, please make all your payments in a timely manner. All of the code for the projects we work on is to remain on the ApogeeInvent development server prior to an agreed to launch date. Client is able to access, test and use the code base on our servers in the same way they would if it was live on their servers. At launch, once the product cost and/or invoicing has been paid in full, we will transfer the code to the environment of choice for the client. We often work on live versions after the code has been launched. Once the project is launched we reserve the rights to maintain user log in information to the client's live code base during development and until all invoices are paid in full. We back up the code that we work on at the end of every work week. If payment is not executed within 5 business days of the due date on the Net 7 billing cycle, and arrangements for alternative payment is not made, ApogeeInvent will cease all development on the project until payment is made. A late payment fee of the greater of \$15 or 5% of the unpaid installment amount will also be added to the unpaid invoice(s). Although we are usually very flexible with clients that keep in good communications over payments, ApogeeInvent reserves the right to roll back the code to the previous version before the development was done in the period that remains unpaid. It is also under our discretion to shut off a platform at any time if payment has not been made in full, or charge hosting fees once the project is completed and remains on our server.

Refund Policy

Apogee Design does not generally offer refunds. However, because we value our customer's satisfaction, if a customer feels that an ApogeeInvent product or service has excessively failed their expectations then they may contact us via email for individual consideration of a full or partial refund. As a convenience ApogeeInvent offers the ability to use credit and debit cards for smaller payments toward products and services rendered. By signing this agreement client agrees not to charge back their payments to ApogeeInvent and instead to work with ApogeeInvent on arrangements for refund if one is offered. Refunds are fully left to the discretion of ApogeeInvent.

Project Credit Hours, Timeframe and Deadlines

Software and website development and distribution deadlines are meant to be a guideline, and we fully intend to meet all deadlines quoted to our customers. Due to the nature of custom agile development, timeframes can be compromised by unforeseen events or new client requests in the design and engineering process. We want our clients to have creative freedom to take the project in any direction they choose. However, keep in mind that requests made by you outside of this proposal, or third-party involvement, can add additional time and cost to the platform. Features that are listed may, as a result, go over credit hours if the client decides to take the project development in a new direction. We fully understand our clients have deadlines surrounding funding and marketing objectives for delivery of their product. We do everything we can to match our development speed and delivery to these deadlines. In the software industry unrealistic deadlines can result in a poor quality of software and therefore on occasion we will extend deadlines to assure that high quality and usable products are produced from our projects. We do not guarantee that project completion will occur by the quoted deadline or credit hours.

Custom Development

All custom development and design that we do outside of our standard priced platforms are billed hourly based on the current pricing found on our website. Due to the nature of custom development and design, we offer our clients incremental reporting on their projects. All of the engineering we do is well documented and submitted with our invoicing. Hours spent in client meetings, coding, debugging, testing and installing the platform are all considered billable hours.

Ownership

Client is receiving an unlimited license to possess and use the software platform developed by ApogeeInvent as they see fit within the constraints of their own enterprise. Client may sell their business and the platform along with it, valuing the software application with that purchase, but may not simply replicate the code structure and begin selling the code base as a product or duplicate it for any other purpose other than backup without further contracting with ApogeeInvent. The code base and modules used to develop the client's project are part of the ApogeeInvent dynamic skeleton code base and rights are retained by ApogeeInvent and their developers. Client agrees to allow ApogeeInvent to use their project in marketing efforts including but not limited to samples, case studies, in their portfolio, or other locations. ApogeeInvent may also include a small label on the work they have performed.

Entire Agreement

This agreement contains the entire understanding of the parties and supersedes any and all previous verbal and written agreement or understandings. There are no other agreements, representations or warranties not set forth in this agreement. This agreement will bind, and inure to the benefit of, the parties and their respective successor and assigns. Any modification, amendment, or waiver of any provision of this agreement may be made only in writing and signed by both parties. The failure by any party to exercise any rights granted herein upon the occurrence of any event set forth in this agreement shall not constitute a waiver of any such rights upon the occurrence of any such event. In the event any provision of this agreement is held to be in violation of any law, statute, regulation, ordinance, or court order, this agreement shall be deemed modified accordingly and to the extent necessary to comply therewith and shall otherwise continue full force and effect. This agreement shall be governed by, and construed in accordance with, the laws of the State of Idaho, and any action, claim or proceeding under this agreement shall be commenced exclusively in the federal or state courts located in the State of Idaho. This agreement may be executed in several counterparts, each of which shall constitute one and the same instrument. Section or paragraph headings in the agreement are for convenience of reference only.

Arbitration Provision

If any dispute arises among the parties, they agree to try first in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its Commercial Mediation Rules. All unresolved disputes shall then be decided by final and binding arbitration in accordance with the Commercial Arbitration Rules of the AAA. Fees charged by any mediators, arbitrators, or the AAA shall be shared equally by all parties. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.



Signature

Upon client signature and initial of each page this contract will be officially enacted and stand as the legal and binding document for the work to be accomplished.

Client Name (Please Print) _____

Business Name (If Applicable) _____

Sign _____ Date _____

Fax Number for contract signature delivery _____ - _____ - _____

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Please fax to 360.251.8734 (Every page with initials and this signature page)

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ApogeeInvent Official Representative

Name _____

Title _____

Sign _____ Date _____