

Presented by:

**apogee**INVENT

Driving real business and opportunity through the online experience.



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## ApogeeInvent Standard Dynamic Marketing Web

### 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.

### Application Purchase & Services

#### Web Content Development and Search Engine Optimization Standards:

- **Content Analysis-** We complete a full content analysis of any existing content for the website either online or in the form of other marketing materials. This analysis is done to convert the current content into superior web content that will increase website ranking to ensure the site is at the top of the search engines.
- **Content Development-** As part of the service we will also further develop website content by either creating or greatly enhancing your current information to present it on the web with the appropriate density for top search engine placement.
- **Meta-tag Development-** We will create custom meta-tags for each of the pages on your new website. Each of the pages on the web has a unique subject focus pertaining to the product or services that you're bringing to the online audience. Through the meta-tags, we instruct the algorithms of the various search engines as to where and how your website is to be placed.

#### Website Design Standards:

- **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 website.
- **Language Usage-** We develop our websites 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 website layout, other languages may be used, such as JavaScript, ActionScript and PHP.
- **Website Layout-** We will skillfully design custom exterior web pages for your new website. Included in these pages are standard web pages such as home, about us, our services, contact us, and so on. Each page will have unique images and a styled layout giving them a rich look and feel.
- **Custom Navigation-** You have several navigation choices including folder tabs, drop down menus and side tab menus. We will delineate the unique advantages of each and review these options with you so you can select the best possible choice for your new website layout.
- **Logo Incorporation-** We will take your current logo and any other branding you have and incorporate it into the website. If you do not have one, a professionally styled logo for the web is included in this contract.
- **Contact Web Form-** The website comes with a standard contact web form where visitors can inquire about the business and email questions. This form includes a place for first name, last name, email, best time to contact and a form entry for the body of the inquiry.

## Website Submission Standards:

- **Search Engine Submission-** We will publish your new website to Google, Yahoo, MSN, ASK, and 2500 other traffic generating services online.
- **Placement Tracking-** We will track your online placement until we find you have been indexed and placed appropriately on the search engines.

## Dynamic Website Standards:

- **Dynamic Pages-** Each of the pages on the website have the ability to be edited through our user friendly WYSIWYG editor. This gives you the ability to change text size, type, color, add pictures, add hyperlinks and change the content of the website pages without having to understand HTML. The editor also provides you with the ability to work directly in the HTML should you desire to do so.
- **Dynamic Language Usage-** In combination with the language standards for CSS and HTML we will be establishing a MySQL database in order to incorporate the dynamic areas of the website. The website will be converted to a full application with the active server page language PHP as the core interface engine.
- **User Access-** Your dynamic website comes with a secure login that requires a user name and password to enter the editable portions. You are able to define more than one user and create multiple login profiles so others can edit the website as well.
- **Announcement System-** The user portal has a customizable landing page where you can put in simple news and images for those that are allowed to log into the system.
- **Newsletter Administration-** The dynamic website comes with a newsletter sign up form. This stores individual emails that are interested in receiving newsletters and further information from your company. This also comes with a basic suppression list which allows people that sign up for your newsletter to opt out. You are able to download the list by CSV and upload into most email broadcast systems.
- **eMail and Inquiry Database-** Besides being emailed directly, all of the inquiries made on the website will be stored securely in the MySQL database. They are organized with a list and view format making it easy to review the various requests. The information can be queried by date range or searched by key word or phrase.
- **Tracking System-** The dynamic websites comes with a basic per page hit counter, HTTP refers (where the hits are coming from) and a simple interface to access the information.
- **Search-** A simple search feature allows users to search for key terms on the website.

## Web Page Manager / Inventor

- **New Page Creation-** Create new pages within your site using the Page Manager. This allows you to add any number of dynamic pages to your existing site without needing any knowledge of HTML or web page development.
- **Sort-** You can choose to organize or sort the pages within your site through the Page Manager. This will allow you to change navigation of the pages and adjust the tab order in which they will appear at any time.
- **Templates-** Use available template designs to easily create different looks on pages, or utilize similar designs for a common look throughout your site. These templates make Page creation quick and simple.
- **Page Titles-** The Page Manager will allow you to select a page title to appear in your site menu for any number of pages you add for easy accessibility.
- **Permissions-** You can choose to set access to specific pages based on certain user groups. For example, if you have sales people that should have access to a News page but not a Financial page, you can add the sales group only to the News page permissions setting. This allows for any number of groups and permission levels for those accessing your pages.
- **Multi-Lingual Pages-** You can create multiple copies of a single page for different languages. For example, create a page describing your company policies and make it available for Spanish, French, or German speakers. This is a great option for companies that work with numerous countries or with demographics that are not primarily English-speaking.
- **Printing-** You are able to create printable pages from your website that do not have logos or graphics. The page is ready for print by using a single dropdown menu selection. This allows users to easily print information from your site.

- **Security-** Choose whether your pages require an SSL certificate for encrypted communication across the Internet. This will make the information more secure. This is useful for pages where your website visitors send you sensitive information such as credit card numbers.

## WYSIWYG Editor

- **Advanced Page Changes-** The What-You-See-Is-What-You-Get (WYSIWYG) editor allows you to make advanced page changes without any required technical knowledge. This makes editing or updating your system simple for anyone in your company.
- **Editor Access-** You are able to click on the Edit link located in any dynamic area of your website. This will open the WYSIWYG editor and give the Administrator (any user with access to the system) complete control over the content in that area.
- **Edit Functionality-** The WYSIWYG editor works in a similar fashion to Microsoft Word. You simply click buttons to format your text in any way you like. Change text size, make it bold, change the background color, move it to the right, and any other edits you wish to make.
- **Layout-** Edit the layout of your text through the table editor.
- **Links-** You can easily and efficiently create links to other websites or any location within your own site with just a few clicks. This will allow you to make changes to your current links, add links to other locations for ease of use, and remove links that you no longer want.
- **Archive Changes-** The WYSIWYG editor saves a copy of every version of your dynamic content. If a mistake is made or the new content isn't what you wanted, it is easy to revert to a previous version. Each step is archived through this function.
- **Media Uploads-** You can choose to upload any kind of media content directly onto your site using this editor. It makes it simple and converts it to fit in the dynamic areas you select.
- **Image Uploads-** Like media, the editor makes uploading images simple. You can upload any number of images and arrange them how you wish within the web page.
- **Video Uploads-** If you have the Video Package enabled, you will be able to upload any number of videos to your site. They will be encoded and play directly from your site in a standard embedded video player (similar to YouTube video player Functionality)
- **Audio Uploads-** If you have selected to have the audio package enabled, audio clips can be uploaded and played using our standard audio player.
- **Language Translation-** The editor also performs language translations so you can select to host content in other languages on your site.

## Simple Blog:

- **SEO Features-** Include a blog on your site to inform readers and dramatically increase your Search Engine Optimization to bring in more users. More content increases your ranking on the search engines. Include this feature to make your web technology a search magnet and information center. This is a perfect and affordable marketing technique for any company or individual to add to its website.
- **Sharing Capabilities-** People will be able to share your blog on social sites including Twitter, Facebook, MySpace.
- **Secure Login-** The blog will only be accessible by a secure login that is password protected. The Admin will be able to set permission levels for who is allowed to post so anyone you allow can manage the blog for you.
- **User-Friendly Interface-** The blog will be manageable by anyone and will convert the text automatically, so no HTML experience is necessary to edit, delete or add posts.
- **Optional Activation** – Turn the blog on or off as you choose through the control panel of your website.
- **Twitter Feeds** – You can elect to have Twitter feeds included in your blog, which increases link-ins and keeps you content updated regularly.
- **Sharing** - Allows visitors to easily send a Blog Post to WordPress, Facebook, Twitter or as an email.
- **Comments** – Users can send a comment that may be posted to the blog post. This is a simple user entry form that does not require actual sign up.

## RSS Page Set Up

- **Share Feeds-** Set up your blog, news, or other information to be easily grabbed by website visitors and shared on other sites. We will create an RSS icon on your page(s) that will allow visitors of your site to subscribe to your feed. Allows users to easily syndicate your feed on other sites to share your information with others. Get your information out on the web with this no maintenance feature that will increase traffic to your site!

## Intelligence Engine (autoSEO)

- **META DATA-** Your unique meta data will be re-configured daily in accordance with the latest search engine trends. This means that a formula built into the site will scan your website regularly and update the meta data accordingly to the most popular terms. Search engine most popular searches will also be recorded so your meta tags will have the most accurate and most searched terms.
- **Frequency Analysis-** This analysis will allow you to view the number of keywords in your copy and make changes accordingly. The auto feature can also run the analysis and make the changes automatically to fit with current trends.
- **Traffic Management-** You can use the traffic management to view the visitors that come to your site and where (ie what search engine, what search term) that they came from. This report gives detailed accounts of what users viewed on your site and other valuable data.
- **Popularity Ranking-** This feature will also allow you to see what key terms are most popular in the search engines, and what the level of competition is for each key term. It will allow you to compare your website ranking to your competition.
- **Spider-bots-** You can see what spiders bots from the search engines are scanning your site, and how frequently. You can manually add new bots to your site to allow newly created search engines to scan your site for increased ranking.

## Professional Design and Content Development Credits:

The Dynamic Marketing Website comes with 40 hours of professional design and content development credits to give your platform an attractive, customized appearance. This is so every client has a unique website, NOT a template. All custom design work used in your platform will be owned by you to reuse for your company at any time. 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 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 installation of website to the Hosted Environment. 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 their designer.

## Training

We will provide one hour of training with our support team upon installation of the website to help you learn the different tools available. This appointment will be set for you once the project has been installed. If you need additional training, you may request it at our hourly rate, or utilize your two monthly sessions with our Customer and Technical Support team for training purposes.

## Continual Services:

**These services will continue for all clients as long as they are using their platform. Services may be added or removed with a thirty day written notice to all clients. Services may be suspended for any accounts that are in collections.**

## Hosting & Support

All client platforms will be hosted on the ApogeeInvent server. We offer several continual services as part of our hosting service. This will be billed to your credit card each month beginning on the 13<sup>th</sup> month (first 12 months of hosting is free). Hosting, Maintenance, Bug Fixes and Upgrades, Domain Name, and Shared SSL all come with the monthly hosting fee of \$79.95. You can upgrade to our Advanced hosting package for \$129.95 a month a get all these services with a dedicated SSL and IP Address. For clients with excessive bandwidth usage, you may be required to upgrade to a dedicated server, which is through a third party provider. In this case, you will be required to pay all server fees from the third party provider, a \$25 maintenance fee, and regular monthly continual services fee.

## SEO Coaching

You will receive one monthly meeting with our SEO Coach to discuss the SEO strategy for your website and to undergo individual training on how to use the autoSEO to improve your site rankings. You can set appointments with one of our coaches by selecting an available session through your website back office. Additional meetings are available at our hourly rate.

## Training Program

Clients will have access to large amounts of information about Social Media and Search Engine Optimization. Clients will also have access to audio and video content prepared by ApogeeINVENT containing key instruction on how to succeed online. This Training Program is regularly updated with fresh information. Invest your time into utilizing this information and become an expert.

## Customer Service and Technical Support

All the standard maintenance of the features in this contract are covered by the warranty and hosting service. We will maintain the platform and its functions at no charge to our clients. However, if you need additional help in understanding your portal, its features, how to use any of the features, or have any other questions, you can personally meet with a member of our Support team for up to two times each month to discuss any questions or concerns you have. You can set up a session with one of our support team through your website back office.

## Traffic and Analytics Management

From your personal control panel, you will have access to detailed reporting on the web traffic visiting your site. These reports will tell you how many visitors, unique visitors, when they visited, where they were referred from, what kind of terms were used to search for your website, what pages they viewed and for how long, and numerous other facts that will help you to optimize your site for visitors and encourage them to stay longer. If you need help with this information or how to use it to increase your web traffic, a SEO Coach will walk you through it during one of your monthly sessions.

## Cost of Service, Time Frame and Installation

**The Standard Dynamic Marketing Website cost is \$999 down and payments of \$359 for eleven months following. After the first year a continual service fee of \$79.95 is required for the platform and continuing services. You must keep a credit card on file with ApogeeInvent that will be billed each month for your payment.**

Estimated time to delivery and full installation is 3 to 5 weeks from the time contract is delivered to Project Manager. This estimate is based on the average time of past projects to go through design and installation phases. A mock up is presented by a designer and typically goes through several revisions before it can be coded and installed in the hosted environment for the client to begin using. Installation is included in the price of the platform.

We keep a credit card on file for all clients. We will charge this card for each monthly payment on the anniversary of your down payment, this form will be submitted in a separate document. Payment date may vary by a few days in some circumstances. (Alternative payment options may be arranged by contacting the accounting department 5 days prior to your payment date.)

## **Cancellation**

You may cancel your services with 30 days written notice. You will be billed for any monthly services that were used prior to the cancellation date. If the cancellation date falls part way through any month, you may be billed for the entire month of services. No refunds will be issued. Upon cancellation, all data, design files, and style sheets created by our team will be delivered upon your request. You will be required to pay a preparation fee prior to the delivery of these items. These items are then yours to keep and use as you wish.

## **Late Payment Policy**

Each monthly payment will be charged to the credit or debit card on file at the monthly anniversary of your downpayment. This date may vary if the anniversary date falls on the end of the month. If the card is declined for any reason, the client will be charged a 5% late fee and has 5 business days to provide alternative payment. Failure to do so will result in the account being put into collections and your site temporarily suspended. Although we are usually very flexible with clients that keep in good communications over payments, ApogeeInvent reserves the right 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**

All our web platforms come with credit hours for design and content development work. This allows clients to have a fully customized site that fits their specifications and needs. If for whatever reason a client is unable to complete their design or content development work in the hours allotted, they will be billed hourly. In the same way, our timeframes are the time it takes for most projects to be delivered to clients. Excessive revisions or lack of client availability on approval of designs or content can add additional time to projected timeframes. For this reason, we can not guarantee a project will be completed within the estimated time frame. We understand our clients often have deadlines surrounding their projects and do everything in our power to stay within the project parameters.

## **Ownership**

Client is receiving an unlimited license to use the software platform developed by ApogeeInvent as they see fit within the constraints of their own enterprise. The software platform is part of the ApogeeInvent Core Platform and must remain on ApogeeInvent servers. Client may sell their business and the platform license along with it, valuing the software application with that purchase, but may not use the application for any other purpose. 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 \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

.....

**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 \_\_\_\_\_