

Presented by:

apogeeINVENT

Driving real business and opportunity through the online experience.



Contact Information:

Toll Free Number:
(866) 808.2963

Website:
www.ApogeeInvent.com

eMail:
info@ApogeeInvent.com

Corporate Mailing Address:

PO Box 167
St. Anthony ID 83445

Physical Locations:

St. Anthony, Idaho
Portland, Oregon
Costa Mesa, California
London, England U.K.

ApogeeInvent Dynamic Social Networking Platform

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 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.

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 application driven in PHP which allows for the editing and user interface incorporation.
- **User Access-** Your dynamic website comes with a log in that is fully incorporated with user name and password security to a web user portal. You are able to define more than one user and create multiple users that are able to access and work on the website pages themselves.
- **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.
- **Form Creation-** The dynamic website comes with one fully laid out form of average size, such as a simple quote manager, allowing you to interact with your website visitors.
- **Newsletter Administration-** The dynamic website comes with a newsletter sign up form. This stores the emails of individuals that are interested in receiving newsletters and further information from your company. This also comes with a basic subscription list which allows people that sign up for your newsletter to opt out. You are able to download the list by CSV to be uploaded into any email program.
- **eMail and Inquiry Database-** All of the email and inquiries from the forms on the front of the website will be stored in a searchable format in the user portal.
- **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.

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.

Social Networking Community Management Features:

- **User Management-** Administrators are able to work directly on the user accounts that are entered into the system; deleting posts, pulling video or whatever they choose to do with the user's content. There are certain permissions that can be set to allow a user more access such as becoming a forum moderator, etc. From the administrative panel you are also able to ban users from the system and pull their entire profile.
- **Permission Levels-** The core module is developed on a sophisticated permission system. This system allows for several dimensions of user management. Allowing and disallowing specific moderation access within the system creates a user level. These user levels are customizable to each system. During the consulting process we will figure out exactly what permission levels you are going to need in your new community portal.
- **Content Management-** All of the content entered into the social network goes through a sophisticated filtering system. To start, there is a language editor that has 2 major settings. The first is "block," which completely blocks any content entry by word or phrase (such as a swear word.) The second setting is "mark adult," based on the language filter. There is the option to add blocked or adult content to the red flag dashboard where they can be reviewed by an administrator.
- **Red Flag Dashboard-** The system comes with a red flag dashboard where administrators are able to review any of the questionable content that is being added to the system. The settings can be adjusted to require approval of all content entered or to merely require approval of flagged content. Flagged content is pulled until approved by an administrator.
- **User Flagging-** Because the community may become very large, any section that has post-able content from the forums to the video can be flagged by a community member as inappropriate. This appears in the red flag dashboard for administrators to consider.
- **Quota Limits-** Administrators are able to put total size and storage limits on different permission levels if so desired to control the amount of content added by users.
- **Internal Communications-** Administrators are able to send PMs and email to any of the users in the system through a communication panel. They can also choose to send a PM to everyone in the system all at once for global updates to the community.
- **eCommerce Interface Management-** Although most social networks are free to join, this system comes default with a basic eCommerce interface. You will have the ability to charge users to become members, charge pay-per-view content and provide a basic invoicing and receipt system. We can script more sophisticated commerce functions into the system upon request and have done so successfully for other clients.
- **Ad Network Management-** We have a simple advertising system that comes with the platform. This system allows advertisers the ability to come into the system and purchase CPC and CPI advertising from you in the form of banner advertising in the system. They can manage a simple account, upload creatives, set up multiple campaigns and send their advertisements for approval to administrators. We have a lot of experience with setting up syndication for major advertising companies and can assist with this level of advertising upon request.

Social Networking Community Global Features:

- **General Search and Favorites-** Each section of the website is easily searched by site visitors. Videos, pictures, profiles, music and community walls can be searched by key word or key phrase. Users are able to save search criteria as well as add individual videos, walls and profiles to their favorites within the platform.
- **Video Management-** Our social network platform comes with a very comprehensive video administration system. Options for premium channels, pay-per-view, frequently watched and being watched now are all available. Creating a hierarchy of channels, such as premium pay-per-view and community posted is also possible. If you opt in to get the video encoding service engine that we provide, videos are encoded VP6, which is a high quality encoding process for the web. The system comes standard with FMPEG encoding as delivered with the technology.
- **Forum Management-** Our social environments come with full forum administration. Permissions to control and run a forum are set on a user-by-user basis. Administrators define forum titles and are able to grant moderators permission to manage different posts.

- **Article Submissions-** We have the option in this software platform to allow users to post articles that appear in the menu and possibly on the homepage. You can have this restricted to administrators or set a specified permission group that allows specific users to access the article submission.
- **Event Calendar-** The system comes with an event calendar that is controlled by the administrators and allows usage based on permission settings. The user levels can be set so that a specific type of user is able to add information directly to the community calendar.
- **Community Wall-** Based on the approved friends, a logged in member is able to see all the activity of the community they are associated with. This could be a new picture, new video, a blog post, a comment a friend made on someone's video, etc. This gives the community member a quick glance at the activity going on.
- **Wall Commenting-** A visitor is able to preview other community member walls and profiles (if set to public). A logged in member is able to make comments directly to the wall, video and pictures of their friends. All comment areas are added to the wall in historical order.
- **Friend Management-** Any member of the social network is able to invite someone to be a friend and to join their network. This is done directly from their profile. They are able to go to their friend request and accept or reject the offer. In like kind, others are able to request you as a friend. Once a member is a friend their activity gets tracked on your wall and you are able to see if they are logged in and using the system.
- **Friends of Friends-** You are able to see the networks of the friends that are associated with you in a matrix type format. It is a great way for community members to surf for new friends within their extended network. When surfing all the profiles in the system those in the extended network will show as associated with one of your friends.

Social Networking Community User Features:

- **Profile Management-** Each of the members is able to log in and participate in the community. They have many options for managing their personal profiles. These options include uploading a personal picture, stating their likes/dislikes, editing their personal and public information, etc.
- **Setting Privacy-** Each member is able to set their profile or parts of their profile to private. This enables each of the members to have control over what is displayed to the public that is surfing the social network. If the profile is set to private, then only individuals that are approved as friends have the right to see the materials. If a user is set to open public they can make entries private on an individual basis such as a video, picture or particular blog post.
- **Status Update-** Each user can define a status update letting others know their mood, availability and anything else they would like to add to their status while logged in. The status can be seen from the profile and from the friends' view of others logged into the community.
- **Blogging-** Each of the members is able to create and maintain their own personal blog. They are able to allow or disallow comments from others to be posted directly to the blog as well. Blog entries will post to the Wall as well as to their individual blog section. Images can be added directly to the blog post and are also added to the picture gallery in doing so.
- **Image Gallery-** Each member is able to create and maintain their own image gallery. They are able to add in as many pictures as they would like. The system will resize the images to an appropriate size. There is a gallery view and individual picture view showing a larger picture.
- **Video Channel-** Each member is able to have their own video channel. They can upload any of the video that they have on their computer and make it part of this channel. Each of the videos is able to gain popularity and be shown under "frequently viewed videos" and under "videos being watched now" found on the homepage.
- **Music Player-** Each user is able to upload their music and have it play in the flash music player provided right on their profile. Most file formats can be uploaded and then converted on the server to the right file format giving flexibility to the user.
- **Personal Calendar-** Users are able to post information directly to their personal calendar. They can use this to let friends know when they are most frequently online or to just post information about events. This is a single calendar with categories that aggregates month to month. Calendar categories are color coded as defined by the user. User can enter in repeating events and set reminders in the system. There are month, week, day, agenda views.
- **eMail Account-** We have a very user friendly email administration system that can be turned on at administrator discretion. Users are able to get theirname@website.com and use it as their personal email. The email system comes with a user friendly web email interface--inbox, compose, sent, drafts, trash folders and custom folders--for

personal organization. Email accounts can be set up upon sign up or created afterward as a value added service. The system is very comparable to most major email services offered online such as Gmail or Hotmail.

Address Book- Each user has a personal address book. They can add users in the community to it automatically or add others in by hand. This address book interacts with the email, allowing users to add those from a list to the email being sent out.

- **Private Messaging-** Each of the community members is able to send a PM to another member that is inside and outside their friend network. This is done instantly and if the user is logged in they are able to receive and respond immediately.
- **Ignore/Block-** Each user has the ability to block a user and set them to ignore at any time. This automatically removes any comments they may have made anywhere on their profile. Ignored users can also be flagged for review by administrators.
- **Send Invites-** Users are able to send invites from their own profiles to those that are not signed up in the social network and invite others to join through sending an email invitation. They are also able to recommend videos, music or pictures in their system or in their profile or from other profiles to those outside the network through sending an email invitation.
- **eMail Alerts-** Users are able to manage a number of email alerts that they can have sent to the email of their choice. For example, they can request that all updates to their wall send email notification or indicate that just their approved friends that post sends a notification. They can choose to receive emails if someone posts to their video, pictures, sends a PM, etc.
- **External Syndication-** Users have the option of pushing their profile and video submissions into MySpace and YouTube directly through our system, allowing them to share content between their accounts.

Professional Design and Content Development Credits:

The eSocialLive Social Networking Platform comes with 60 hours of professional design and content development credits to give your platform an attractive, customized appearance. 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 Creative Director.

Languages

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

Weekly Meetings

Company will be allotted a one hour weekly meeting time during the project with the project managers of ApogeeInvent to discuss progress. Access to additional meetings will be provided upon company's request. These additional meeting times will count towards the customization credit hours allotted in this package.

Training

We will give your staff full training on how to use the system. We can do this individually for up to 3 staff members or we can do up to 3 conference meetings to review the use of the system. Further training can be requested at an hourly rate.

Cost of Service, Time Frame and Installation

The ApogeeInvent Dynamic Social Networking Platform base cost is \$24,295

We take payments for the ApogeeInvent Dynamic Social Network Platform in two installments. Half (\$12,147.50) is due upon commencement of the project and the remaining half (\$12,147.50) is due before the final project is uploaded to the web. You will receive an official invoice for both from ApogeeInvent.

Estimated time to delivery and full installation is 5 to 7 weeks from the time contract is delivered to Project Manager. This process of scheduling creative and content interviews, assigning designers and developers, and officially turning project over to the Manager will take approximately 1 to 14 days from the time the contract is enacted. This time frame covers the exact details of what is found in this contract. Installation is included. Any additional scripting outside of the exact details of this contract will be billed on a Net 7 the Monday after the week the work was done.

Further Development on this Project

Once the system is in place we offer you continuing development services per hour on this particular project. This will allow you to customize the platform however you desire. We only bill when we are working on your projects. We are usually available to handle anything you need.

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.

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 client's 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 is billed hourly based on the current pricing found on our website. Due to the nature of custom development, 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 a customized platform are all considered billable hours. (Product platform installation is included in product price.)

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)

.....

ApogeeInvent Official Representative

Name _____

Title _____

Sign _____ Date _____