

CLIENT NAME REMOVED

Addendum to Contract

Work Summary

This project scope is in addition to the existing contract between Client Name removed and The Company. It is not meant to negate, or replace the current contract, but to add additional features and functionality as called out during the design process.

Development Summery Points

#	Website Area	Main function	Other Features	Price	Check if approved
1	Storefront	Slider on Homepage	<ul style="list-style-type: none"> 5 page homepage slider Images provided by client Images controllable via template code and FTP images to specific location. 	\$XXXXXX	
2	Category Page – CLIENT	Show "As Low As" price on Category page	n/a	\$XXXXXX	
3	Category Page – CLIENT	Custom Header (HTML) on the category list on a per product basis and Show/Hide.	<ul style="list-style-type: none"> Does not show if empty supports text and HTML or images Show/hide will display a list of product components. 	\$XXXXXX	
4	Category Page – CLIENT	More Info link on Search Results Page	<ul style="list-style-type: none"> Any Client Product will display a more info link on search. This will be a show/hide and when clicked will show an expanded list view similar to the information that is on the category page Will not share real estate with product page. 	\$XXXXXX	
5	Product Page	Banner on Product page above the main product image		\$XXXXXX	
Regarding custom zoom – please choose which of the following to options is appropriate					
6a	Product Page	Light box with internal Hover zoom	Example would be hover over a product image that zooms into smaller areas	\$XXXXXX	
6b	Product Page	Lightbox with Carousel with AJAX loaded images for speed	Example would be XXXXXX – The ability to move from one zoom to the next while in "Zoom"	\$XXXXXX	
7	Add To Cart	Lightbox Add To Cart	Example HAAN USA	\$XXXXXX	
8	Contact Us Form	Contact Us Form Lightbox	<ul style="list-style-type: none"> Works Site Wide Upon submit will send email to specific email address which will create a ticket in Kayako 	\$XXXXXX	

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#	Website Area	Main function	Other Features	Price	Check if approved
9	Backend – Pricing	Let's Make a Deal Pricing	<ul style="list-style-type: none"> Implemented using Volume Pricing module, customized to work at the customer level. A customer can have multiple pricing levels for any number of products at the same time If they don't meet the minimum threshold requirements, they get the default price. Start and stop dates will be handled by the ERP system adding and removing different pricing levels at specific times. This can also be controlled via the The Company admin. The Company will not maintain start and stop dates. If a customer is logged in and viewing a product that has special pricing, a icon/identifier will be shown on the product page and their quantity thresholds and special pricing. Volume Pricing will work at the variant level. i.e specific attributes can have different volume pricing levels. Integration with ERP system is not included in this price and out of the scope of this Addendum. 	\$XXXXXX	
10	Backend – Other Pricing	Quantity Promotion (Buy X get Y free - module)	Purchase + Installation	\$XXXXXX	
11	Backend – Other Pricing	Quantity Promotion (By 50 units of A, get 25 units of B free)	<ul style="list-style-type: none"> This can be done using the same module above (Buy X get Y free) but in this case Y can only be a single SKU. This means that the 25 units of B free will need to be its own unique SKU which could be B's SKU with -25-free appended to the end (or something similar). Long Term a better solution will be a part of PR9, which can include 25 of B's SKU at a discount. 	Cost covered within line item #10	
12	Backend – Price Based Free Shipping	Price Based Free Shipping	<ul style="list-style-type: none"> Spend \$X and get Free Shipping (Site Wide) And/Or Tied to each individual customer. 	\$XXXXXX	

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#	Website Area	Main function	Other Features	Price	Check if approved
13	Backend – Temp Sale Price	Temp Sale Price	<ul style="list-style-type: none"> Currently this can only be done by modifying the The Company Price field. The original price can be displayed in the MSRP field and displayed to the customer. A sale system will be a part of PR9 which should make this possible without modifying the price. This could also be handled by coupons that are displayed on the site that all customers can use to get a % off products. 	No additional cost	
All shipping rules and special use cases will be handled by integration with xxxxxxxx and are outside the scope of this addendum.					
14	Backend – Shipping rules exception	Shipping Rules / Exceptions	<ul style="list-style-type: none"> Ability to show disclosure (as a checkbox) / customer must agree to terms and conditions based on certain criteria such as shipping method selected or country (Puerto Rico) 	\$XXXXXX	
15	Backend – Order restrictions	Customer Specific Order Restrictions	<ul style="list-style-type: none"> The ability to hide products site wide from specific wholesale customers Implemented using a price group with no discount. Needs to hide from category, product, search and related products. 	\$XXXXXX	
16	Backend – New customer Login/Purchase	New Customer Login/Purchase	<ul style="list-style-type: none"> New customers can create accounts and purchase from the site with no pre-approval. Funds will not be captured - instead the Credit Card with Simple Validation module will be used to capture the Credit Card Number, for later processing. (CVV2 number is not captured) A flag will be passed with this order information to the ERP system to signify that this customer is a new customer. Upon account creation, an email will be triggered to the customer letting them know of their provisional account status. 	\$XXXXXX	
17	Backend – Payment via Terms	Payment Via Terms	<ul style="list-style-type: none"> Ability to control wording of payment method Individual customer level flag to allow a customer to pay via terms P.O Field on payment page is shown but pre-populated with "Payment by Terms" and the customer has the ability to overwrite it. 	\$XXXXXX	

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#	Website Area	Main function	Other Features	Price	Check if approved
18	Online Payment Center	Online Payment Center	<ul style="list-style-type: none"> Linked to from a customer's account Tied to a single custom customer field that contains the balance due as well as any invoice numbers. Single page checkout to allow the customer pay any amount they choose. Upon successful payment, the amount paid would be deducted from the amount due to so they can see an updated balance in The Company (The ERP system can overwrite this value at any time) 	\$XXXXXX	

Items not included within this ATC

1. Integration, set-up, consultation fee's related to the ERP
2. Integration, set-up, consultation fee's related to the Advanced Shipping Module
3. Design and/or graphic mock-up of any pages outside of the original contract

Payment Schedule & Terms

- Total Development with 6A	\$XX,XXX.XX
o or	
- Total Development with 6B	\$XX,XXX.XX
Net Total	\$TBD dependant on choices

Payment Schedule & Terms Continued

The Payment for website design and/or integration development is broken down into 3 payments:

1. The initial deposit to begin feature/function development associated with this ATC is **50%** of the total cost. This is due at the time of contract signing and will be billed to your on file credit card.
2. The next payment of **25%** of the total cost for this ATC will be charged to your on file credit card on top of the 60% contractual payment of \$XXXXXX. This 60% mark falls when standard development has been completed and before unique custom additions are completed by The Company Development. Collection of this payment will not be affected by any third party set-up or integration.
3. The next payment of 25% of the total cost for this ATC will be charged to your on file credit card on top of the 90% contractual payment of \$XXXXXX. This 90% mark falls after all custom development has been completed by The Company Development. Collection of this payment will not be affected by any third party set-up or integration

Payment Schedule	Payment Amount
50% Due with contract approval	\$TBD
25% Due @ 60% completion + contractual amount	\$TBD
25% Due @ 90% completion + contractual amount	\$TBD

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Overall Project Timeframe

Total development time for this project is completely dependent upon Client's responsiveness and the timely delivery of all requested content and materials. Significant changes to the scope of this project could increase both cost and time estimates. All changes must be agreed upon by both Client and The Company Professional Services in writing.

Important: This project quote is a good faith estimate based on information known/provided to us at this time.

By signing this Agreement, you are authorizing us to charge your credit card according to the payment schedule below, as well as any approved hours above and beyond the initial project scope. Client initiated changes to the scope or timing of the work may increase the project completion time and/or price. Should Client request significant scope changes, The Company reserves the right to issue a project revision and require the additional payment(s) to be collected before development continues.

Additional Terms and Conditions

Intellectual Property. All domain names, graphics, photos, content and project specific template code housed by the web application (collectively "Web Content") provided by The Company or Client shall be owned by Client. Other than Client specific coding, all other software code and programs are owned by The Company ("MM Software"). Each party indemnifies and agrees to defend the other party against any claim that any portion of the Web Content provided by the indemnifying party violates the intellectual property rights of a third party. Client represents that any "look and feel" suggested by Client is not designed to imitate the look and feel of any other website.

Warranty/Limitation of Liability. The Company warrants that the modules described in this Agreement will perform the essential functions described in this Agreement. Thereafter, revisions and/or corrections desired by Client shall be made in accordance with the terms of The Design Club.

Non-Payment/Termination. In the event of non-payment by Client, The Company shall have the right to cease further work until unpaid balances have been paid. Either party may terminate this Agreement, for any or no reason, effective upon receipt of written notice of termination. Upon termination, The Company shall deliver all completed work product to Client and Client shall, within ten (10) days of termination, pay The Company for all work performed prior to termination. The Company shall rely upon its time records and shall apply its standard \$150/hr. custom software development rate to determine the value of work performed, but not yet billed.

Miscellaneous. This Agreement and the Statement of Work/Development outline, if any, represents the entire agreement between the parties and supersedes any other prior or contemporaneous agreement oral or written. This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement may only be modified by only by a writing signed by both parties. Any waiver of any provision of this Agreement does not constitute a waiver of such provision in the future or any other provision. In the event that a court determines that any portion of this Agreement is invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. The parties signing this Agreement represent that they have the legal power and authority to do so.

Agreement and Signatures

By signing below, Client accepts the foregoing Proposal which shall constitute a binding legal agreement ("Agreement") between the parties.

Name of Company

Print Name

Signature

Date

Address of Company

City, State Zip

The Company Representative

Print Name

Title

Signature

Date

Address here

San Diego, CA 92122

Address of Company

City, State Zip