

The Company Project Proposal for Client name removed Recovery Portal

Overview

This proposal is for a custom website to assist "CLIENT NAME" payroll in recovering monies overpaid to existing and former employees. The sole purpose of this website will be to capture and process such payments.

Project Overview

Website Requirements - Please see "CLIENT NAME"_Web_Flowchart_080813.pdf supplement

- Website will require User to enter a unique CaseID (or SID), which will be sent to them in a letter from "CLIENT NAME" prior to visiting website.
 - This is not a function of Miva. "CLIENT NAME" will be responsible to send their clients a letter that displays the users CaseID (or SID) prior to having the ability to use the website.
- Upon receipt of "CLIENT NAME"'s CaseID (or SID), client may visit new website and will be prompted to do the following:
 - First step will be instructions, along with legal verbiage that must be validated "read/agreed" by user
 - The next step will prompt the user to enter unique CaseID
 - This will be followed by requirements to enter "Bill To" information and credit/debit card information
 - Upon order completion, user will be taken to a confirmation page that will provide a unique confirmation number.
 - A branded HTML email will be sent to the user detailing next steps, if applicable, and serve as a digital payment receipt.
 - A branded HTML email will also be sent to a "CLIENT NAME" distribution group upon order completion.
 - In the case of a payment denial, an Orbital Gateway error messages will display to the user and will be customized to be more specific and descriptive. "CLIENT NAME" to determine appropriate verbiage.
 - Recovery Portal page will have a 'contact us' link or tab that will reveal a contact form (lightbox popup) and phone number for visitors to call. Submitted forms will be emailed to designated "CLIENT NAME" representative or distribution group.

Website Design

A mockup of the recovery portal will be created by The Company's Art Department. All development will be based on these photoshop mockups. Minor changes will be addressed and handled on a case by case basis; however, major adjustments to the design once it has been approved and submitted for development will incur additional costs. Client will be expected to provide necessary logo and/or imagery (high-resolution), upon project kick-off.

Graphic design deliverables from The Company to "CLIENT NAME" will be:

- Legal Terms & Conditions Layout
- Billing & Payment Data Collection Page with Error Handling
- Confirmation Page

Website Development

The second phase of development makes up the majority of the project. It will include these major development areas:

- Creating working web page(s) from design mockups
- Setting up and customizing your store
- Implementing features outlined in quote above
- Installation and customization of necessary 3rd party modules and custom programming
- Extensive quality assurance testing and browser compatibility testing
- Website launch with necessary data synchronization and testing

Website Milestones

Though subject to change based on varying factors; a milestone list has been provided. Note that the contractual signing date drastically affects each of the following dates:

Due Date	Milestones
8/12/2013	Contract Signing Date
8/12/2013	50% Progress Payment made to Miva
8/13/2013	Miva/Client design kick-off meeting
8/15/2013	Client to begin working on legal verbiage
8/22/2013	Design approved by Client
8/23/2013	Client to deliver legal verbiage to Miva
8/23/2013	Standard Web Development begins
8/30/2013	25% Progress Payment made to Miva
9/23/2013	Standard Web Development ends
9/23/2013	QA started by Client
9/23/2013	25% Progress Payment made to Miva
9/23/2013	1 hour special features admin training
9/30/2013	QA completed by Client
10/3/2013	QA completed by Miva
10/8/2013	Estimated Launch Date

Website Hosting

Marketplace Plan Pricing: The Company Marketplace package starts at \$XX.XX/mo which covers 20GB of bandwidth and 1GB of disk space. More info here: [Web Link](#)

Overview of our 'Cloud':

- VMware Enterprise Cisco Cloud Environment
- Complete Installation of CentOS
- Virtualization performed by VSphere
- 5.1 Enterprise Pro
- Up to 128GB of Memory
- Up to 8 Processors and 8 Cores per Processor
- EMC UNX 550 Disk Array
- Array of Hundreds of hard drives with four redundant paths
- 600MB/Second disk performance (compared to 50 to 120 of a regular disk)
- We use a Cisco Certified Computing System Cluster, which is 15% faster than they exact same CPU's from any other vendor

Key Features

- Live Server Migration with VMWare
- Redundant Network Core and Connectivity
- 60 Second Server Upgrades
- Auto Failover for Servers
- Enterprise EMC Clariion Storage
- Development Clones without Outages

Website Training

Although training will be provided through the project process, formal training sessions will be set up near completion of project. We will cover basics of how to navigate the The Company Admin. (add delete products / add delete categories / basic website administration), as well as more advanced management of the software. Typical trainings are broken into 1-hour sessions. If additional training is required or needed post-launch, they can be set up and performed via the Design Club.

Project Completion and/or Launch

The new "CLIENT NAME" website will be launched on the internet. As part of this scope, The Company will review any issues and bugs submitted within 30 days of Website Launch and will undertake reasonable efforts to correct any reported error in accordance with scope. The Company Professional Services does not guarantee nor warranty that all error conditions will be corrected. The Company Professional Services does not guarantee nor warranty that error conditions created by outside party or 'client' will be corrected. Any issues or bugs submitted after 30 days can be reviewed and addressed under a separate support agreement (e.g. Design Club).

Additional Features & Functions

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- Mobile-optimized framework for smart phone recovery portal use

Not Included in Proposal

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- Automated integration with any outside software

Summary of Fees

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Proposed Service	Fee
Base Site Design & Development	<removed>
Additional Features & Functions	<removed>
Website Development Grand Total	<removed>

Website Hosting	Fee
Marketplace Hosting Package - Annual	<removed>
Annual Payment Discount	<removed>
Hosting Grand Total	<removed>

Website Maintenance	Fee
The Company Design Club (Auto-Enrollment Month of Website Launch)	<removed>

* Project estimate is exclusively limited to the functions specified in proposal above. Any requirement and/or revision not specified will add to the development time and cost if included in the future.

** Hosting fees (monthly or lump sum) are billed separate from 'Fee Schedule' below.

*** Review 'MMDC-Program Outline 2013.pdf' supplement for program specifics. Signed Design Club agreement required upon enrollment. Enrollment in program prior to website launch for project addendums is subject to Clients discretion.

Fee Schedule

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Payment Schedule	Payment
50% due with contract approval	<removed>
25% due upon initial web development complete, not to exceed 3 weeks after project start	<removed>
25% due upon custom development complete & prior to website launch not to exceed 6 weeks after project start	<removed>

Payments for this project to be made via 'on-file' credit card automatically. Client will receive confirmation of charge via email. If paying via check, The Company must receive progress payment by expressed deadline given from the designated project manager or date(s) outlined in this proposal to avoid project delays. In rare cases, additional costs have been applied to the project scope when significant project delays occur.

Project Time Frame

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Total development time for this project is 8 to 10 weeks, dependent upon Client's responsiveness and the timely delivery of all requested content and materials to The Company. Significant changes to the scope of this project could increase both cost and time estimates.

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 above, as well as any hours above and beyond the initial hours budgeted for this project. All hours booked are tracked using an in-house project-tracking tool. A detailed list of hours logged is available upon reasonable request. Client initiated changes to the scope or timing of the work may increase the project completion time and/or price. Should Client request significant structural, navigation, or site changes during the site development process (after design mockups have been approved), The Company reserves the right to issue a project revision and require the additional payment(s) to be made in advance.

Development timeline estimate does not include migration or manipulation of Client's existing online store data to the new The Company store performed by client or The Company.

Additional Terms and Conditions

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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 will cease further work until unpaid balances have been paid in full. Either party may terminate this Agreement for any reason, at any time, effective upon receipt of written notice by Client or The Company. In the event of general termination and/or cancelation, the Client shall, within ten (10) days of termination, pay The Company for all work performed prior to termination at a rate of \$110.00/hr (USD) or a minimum of \$500.00 (USD), whichever amount is greater. The Company tracks and shall rely on its time-tracking records to determine due balances.

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

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

Print Name**Signature****Date**

Address of Company