



Name of the Proposal:

24Seven Cart based ecommerce website

Proposal prepared by:

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Proposal prepared for:

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Proposal highlights:

Install a Microsoft RMS integrated shopping cart using 24Seven Cart platform
Customer Name: Dream Chef

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24Seven Cart Implementation:

As a standard installation, LAN Services will deliver the following:

- 24Seven Cart eCommerce solution
- 24Seven Cart standard template
- RMSlink software to install on your back office
- Shipping integration to UPS, USPS or FedEx
- Integrated payment gateway to one of over 20 gateways available

Note: DT Media Group LLC to customize the design of the website.

"Paul's Warehouse has multiple stores using Microsoft HQ and RMS as the preferred point of sale system. We needed an eCommerce to support our existing operations. Our main demand was to fulfill online orders from whichever store that had enough quantity to ship, even if it meant splitting an order into smaller multiple orders and pushing them to appropriate locations.

After looking around for a product that could fit into our environment, we decided on 24SevenCart. They have built us a platform that allows us to get even more out of the point of sale system. Customizations in customer accounts, promotions and merchant services have really helped us grow our bottom line. We really like that the "Buy One Get One Free deals" can now be offered on web just like in the store.

With the Microsoft POS system and 24SevenCart, we feel that we have a tailored to fit retail management system that we can grow with."

Christian L. Maier
www.Paulswarehouse.com.au



24Seven Cart Maintenance Overview

LAN Services, LLC operate US based web servers, which are monitored 365 days a year, creating a secure and reliable service that you can depend on. Our servers are optimized to maximize the efficiency and performance of your eCommerce web site. Our highly skilled technical team ensures that you are up to date with the latest technologies and security requirements for running a successful web business. What's more, even though all of the product information is available from your back office, all data is backed up on a daily basis, creating a very resilient solution.

Features	Small Business	SM-Med Business	Large Business
Website Setup	✓	✓	✓
Secure website Hosting (99.9% uptime)	✓	✓	✓
SPAM free Email addresses	✓	✓	✓
Number of Products	10,000	20,000	Unlimited
Disk storage space	5,000MB	5,000MB	5,000MB
Bandwidth – per month	5GB	10GB	15GB
One time web site optimization			✓
One time registration with search engines		✓	✓
Unlimited Technical support	✓	✓	✓
Unlimited Ongoing training	✓	✓	✓
Security patches	✓	✓	✓
Minor upgrades	✓	✓	✓
Daily backup	✓	✓	✓
Email support	✓	✓	✓
Telephone support		✓	✓
Dedicated IP address		✓	✓
Dedicated SSL included (\$199 value)			✓
Domain Name Registration (\$35 value)	✓	✓	✓

Extra Monthly Fees:

Bandwidth per 1GB (Large Business Only)	\$2.50
10 Unlimited Storage email address	\$5.00
Extra Website Storage (1GB)	\$35.00



Credit Card Security

LAN Services provides eCommerce secure payments via payment gateway tools supplied by a number of reliable payment providers and fully understand and comply with the payment card industry data security standards (PCI DSS) in place to ensure that the card holder's information is kept secure at all times.

24Seven Cart – Self hosted packages:

24Seven Cart is developed using Microsoft .net technologies. If you wish to host the shopping cart yourself, you must have a dedicated Windows 2008 (or above) and MS SQL Server 2008 (or above) database with full access to the server. Please ask us for more details.

24Seven Cart Standard Features:

- ✓ Update a single web site from RMS
- ✓ RMS matrix item support
- ✓ Orders downloaded automatically into RMS
- ✓ RMS date controlled promotions
- ✓ Works with RMS SO Edition
- ✓ Works with RMS HQ Edition
- ✓ Information synchronized with web site as often as you choose
- ✓ Unlimited number of products
- ✓ Unlimited number of customers
- ✓ Multiple images per product
- ✓ Image resize
- ✓ Wish List
- ✓ Email a Friend
- ✓ Select price bands on a per-customer basis
- ✓ Search by Brand
- ✓ Advanced Search
- ✓ Featured products panel
- ✓ Linked products for up selling
- ✓ Customer reviews and ratings
- ✓ Automatic Search engine optimization
- ✓ Support for RMS discount schemes
- ✓ Integration with Google Database
- ✓ Integration with Google Analytics
- ✓ Integration with ConstantContact for email marketing
- ✓ Integration with UPS shipping
- ✓ Integration with FedEx shipping
- ✓ Integration with USPS shipping
- ✓ Option to pick up in-store
- ✓ Online order tracking
- ✓ Customer-specific pricing catalog (Price Level A/B/C)
- ✓ Support for gift wrap options at the checkout
- ✓ Packing list report for downloaded orders
- ✓ Over 50 Payment Gateways to choose from



Project Management

Each 24Seven Cart implementation is handled by one of our experienced project managers. They will ensure that the installation is complete and training is delivered adequately. Below is a brief version of our typical checklist of the work that we carry out to ensure that your eCommerce web site is set up correctly.

- ✓ Setup development 24Seven Cart Site
- ✓ Install RMSlink on RMS Server
- ✓ WebEnable item in RMS and check them on the web site
- ✓ Discuss web site design and template
- ✓ Collect logo and review color scheme
- ✓ Setup non-product content e.g. About Us and Contact Us
- ✓ Select shipping carrier
- ✓ Select payment gateway
- ✓ Check and setup RMS tender types
- ✓ Setup tax rules
- ✓ Setup selling rules
- ✓ Setup pricing and promotions rules
- ✓ Setup shipping rules
- ✓ Setup payment gateway
- ✓ Training on SEO
- ✓ Check www domain registration
- ✓ Training on processing orders
- ✓ Careful monitoring as site goes live
- ✓ Check web site traffic and number of visits



Summary Terms and Conditions

Pricing and Validity

All prices remain valid for 15 days from the date of this proposal.

Termination of Services

The maintenance contract can be terminated without penalty with one month's written notice.

Payments

The credit card application for payment of maintenance shall apply indefinitely unless revoked by the card holder in writing.

We requires a minimum deposit of 50% for all websites maintained by LAN Services and remaining 50% to be paid after completion but prior to going live.

We requires a payment in full and in advance for all orders where the customer will be hosting 24Seven Cart on their own servers.

License

No title or ownership of 24Seven Cart software in the form of RMSlink or the 24Seven Cart engine shall pass to the Client.

Support Fees

Support is provided FREE for all sites maintained by LAN Services. Clients hosting their own web site shall incur a charge of \$55 per incident.

A support incident is deemed to be a call or time spent lasting no more than 30 minutes relating to a single issue or query with 24Seven Cart, Each 30 minutes of time will be deemed to be a further incident. Support incidents are non-accruable.



Order Form

Retailer Information

Business Name: _____

Address _____

City _____ State _____ ZIP _____

Email Address _____ Web Address _____

Telephone Number _____ Type of business _____

RMS Reseller Information:

Contact Name _____

Company Name _____ Telephone _____

Please select applicable services from the following:

- 24Seven Shopping Cart with RMSlink Pro \$1990.00
- 24Seven Cart Gift Registry \$590.00

Maintenance – (billed monthly) - Please select one:

- SM Business..... \$100.00
- Small & Med Business..... \$150.00
- Large Business \$200.00

Security Certificate – (billed yearly) – Please select one:

- Shared SSL..... Free
- Dedicated SSL certificate \$99.00

One time investment \$2580.00
Referral fee discount..... -\$387.00
Total one time investment \$2193.00



TERMS AND CONDITIONS:

- 1. Estimate & Charges:** Although the subjective nature of creative and consulting services does not permit us to give firm bids or quotes, we will be happy to provide a written estimate of what an assignment will cost. We will adhere to this estimate unless the specifications of the assignment change. Because we recognize the need for budget control and financial accountability, we always supplement written estimates with verbal (and sometimes written) reports as each job progresses. These progress reports will identify any changes in specification and any possible need to re-estimate the assignment.
- 2. Time for payment:** All invoices are payable within 30 days of receipt. A 1½% monthly service charge is payable on all overdue balances. The grant of any license or right of copyright & conditioned on receipt of full payment.
- 3. Default in payment:** The Client shall assume the responsibility for all collection of legal fees necessitated by default in payment.
- 4. Estimates:** If this form is used for an estimate or assignment confirmation, the fees and expenses shown are minimum estimates only. Final fees and expenses shall be shown when invoice is rendered. The client's approval shall be obtained for any increases in fees or expenses when the invoice is rendered. The Client's approval shall be obtained for any increases in fees or expenses that exceed the original estimate by 10% or more.
- 5. Expenses:** Client shall reimburse **Lan Services, LLC** for all additional expenses arising from this assignment, including the payment of any sales taxes due to on this assignment. Any additional expenses, such as travel, materials, delivery, telecommunications, and / or rental are billed at cost plus 20% handling. Client's approval shall be obtained for any increases in fees or expenses that exceed the original estimate by 10% or more.
- 6. Internet Access:** Access to the Internet will be provided by a separate Internet Service Provider (ISP) to be contracted by the Client and who will not be party to this agreement.
- 7. Progress reports:** **Lan Services, LLC** shall contact or meet with the Client on a mutually acceptable schedule to report all tasks completed, problems encountered and recommended changes relating to the project. **Lan Services, LLC** shall inform the client promptly by telephone and/or email upon discovery of any event or problem that may significantly delay the development of the work.
- 8. Developer's Guarantees for Program Use:** **Lan Services, LLC** guarantees to notify the Client of any licensing and / or permissions required for art generating / driving programs to be used.
- 9. Changes:** The final bill for any assignment depends directly on time and resources expended. The Client shall be responsible for making additional payments for changes requested by the Client in original assignment. However, no additional payments shall be made for changes required to conform to the original assignment description. The Client shall offer **Lan Services, LLC** the first opportunity to make any changes.
- 10. Domain:** The Client is the sole owner and administrator of domain name. **Lan Services, LLC** will obtain the domain name, if included as a deliverable, and will be the technical contact of the domain for the duration of this contract.
- 11. Testing and Acceptance Procedures:** **Lan Services, LLC** will make every good-faith effort to thoroughly test all deliverables and make all necessary corrections as a result of such testing prior to handing over the deliverables to the Client. Upon receipt of the deliverables, the Client shall either accept the deliverable or provide **Lan Services, LLC** with written notice of any corrections to be made and a suggested date for the completion, which should be mutually acceptable to both **Lan Services, LLC** and the Client. **Lan Services, LLC** shall designate one or two employees and the Client shall designate a person as the only designated persons who will send and accept all deliverables and receive and make all communications between **Lan Services, LLC** and the Client. Neither shall have any deliverables and receive and make all communications between **Lan Services, LLC** and the Client. Neither party shall have any obligation to consider for approval or respond to materials submitted other than through the designated person listed above.
- 12. Confidential Information:** **Lan Services, LLC** acknowledges and agrees that the source materials and other sensitive business information, including all materials containing said information, that are supplied by the Client to **Lan Services, LLC**, or developed by **Lan Services, LLC**, in the course of developing the Web Site are to be considered confidential information. Information shall not be considered confidential if it is already publicly known through no act of **Lan Services, LLC**.
- 13. Return of Source Information:** Upon the cancellation of the project, **Lan Services, LLC** shall provide the Client with all copies and originals of the source materials provided by **Lan Services, LLC**.



- 14. **Cancellation:** In the event of cancellation of this assignment, ownership of all copyrights and any original artwork shall be retained by **Lan Services, LLC**, and a cancellation fee for work completed, based on the pro-rated portion of the next payment and expenses already incurred, shall be paid by the Client.
- 15. **Ownership and Return of Artwork:** **Lan Services, LLC** retains ownership of all original artwork, in any media, including digital files. Transfer of ownership to the Client of digital files created under this agreement will be done when the final payment is received.
- 16. **Unauthorized Use and Program License:** The Client will indemnify **Lan Services, LLC** against all claims and expenses arising from uses for which the Client does not have rights to or authority to use. The Client will be responsible for payment of any special licensing or royalty fees resulting from the use of graphic programs that require such payments.
- 17. **Warranty of Originality:** **Lan Services, LLC** warrants and represents that, to the best of its knowledge, the work assigned hereunder is original and has not been previously published or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that **Lan Services, LLC** has full authority to make this agreement; and that the work prepared by **Lan Services, LLC** does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the Client or others may make of **Lan Services, LLC's** product that may infringe on the rights of others.
- 18. **Limitation of Liability:** Client agrees that it shall not hold **Lan Services, LLC** or his/her agents or employees liable for any incidental or consequential damages that arise from **Lan Services, LLC's** failure to perform any aspect of the project in a timely manner. Furthermore, **Lan Services, LLC** disclaims all implied warranties, including the warranty of merchantability and fitness for a particular use.
- 19. **Dispute Resolutions:** Any disputes in excess of \$2,500 arising out of this agreement shall be submitted to arbitration before a mutually agreed-upon arbitrator. The Client shall pay all arbitration and court costs, reasonable attorney's fees and legal interest on any award of judgment in favor of **Lan Services, LLC**.
- 20. **Acceptance of Terms:** The signature of both parties shall evidence acceptance of these terms.

Proposal Acceptance certification:

I accept the above proposal and would like to start.

I hereby place an order for the above goods and services, subject to LAN Services standard terms and conditions available on request or at www.lanservices.com/termsandconditions.htm

Signed.....Print Name

Today's Date:

Please fax it to: 978-389-5539. This proposal expires 15 days from the date of proposal.



Payment Authorization

In order to protect both you and us, we require that you provide us with written, signed authorization to make charges to your credit card in your name. Please print this form, fill it out, and then FAX it to us.

I hereby authorize Lan Services, LLC to charge or cause to be charged to my

Type of credit card (VISA, MC, AMEX...): _____

Card Number: _____ Expiration Date: _____

Security Code: _____

Name on the Card: _____

Billing address for the credit card:

Telephone number(s): _____ E-mail address: _____

Please CHECK the box below that represents which services you will be using

- I hereby authorize Lan Services, LLC to charge the credit card above, on a monthly basis, for services rendered, in the amount of \$ _____
- I hereby authorize Lan Services, LLC to charge the credit card above, one-time only, for services rendered, in the amount of \$ _____

Services Rendered:

I agree that I will pay for all such requested products and services purchased and indemnify Lan Services, LLC, against any liability pursuant to this authorization.

Signature of credit card holder: _____

Print Name: _____ Date signed: _____



Appendix A