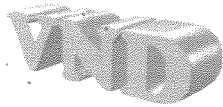# VISUAL NET DESIGN

DESIGN, DEVELOPMENT & HOSTING

www.vndx.com

Victor and Robert Rangel – PixelBling
04/18/2012

Web Design | Custom Programming | Networking
Corporate Branding | IT Services | Search Engine Optimization
Dedicated and Shared Hosting

Customer: Pixelbling
Project Name: PixelBling - Web & Services Design
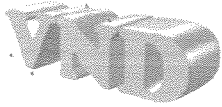
Quote Number: 4774
Date: 1/27/2012

Project Quote (Exhibit A)

Section I – Required Components

Module	Details	Quote
HTML/CSS Website Slicing and Programming	Design Structure ============ This package includes the graphic design and CSS coding of web pages specified on the sitemap below. 1) Home 2) Register 3) How It Works 4) Service Plans 5) Member Login 6) Get Started 7) Edit Screen 8) Image Library 9) Theme Library 10) Slide Album Library 11) Transition Library 12) My Profile 13) Tutorial/FAQ * Site map is considered final upon quote acceptance. Process: =============== Phase 1: Slicing. We gather all necessary content (text/images/data/taglines) from you to begin development of the web pages. We then slice the PSD images. This allows for the content to be placed on the website in the correct dimensions. Phase 2: Programming. We then will program and develop your site on a temporary domain so you may see the progress of the site as it's being built. Phase 3: Beta Preview	(1 units x $3,000.00) = $3,000.00

	We will present a beta preview of the website. All revisions are made in accordance with this quote to meet requirements. This site map will be based on the PDF and Movie example supplied by Victor and Robert Rangel	
Video Uploading Module	This will allow for the uploading of background movies by the user for use behind the slideshows. VND will create a module that will allow this to happen in the specified formats: .mp4 (or .f4v)	Hours: (8 x $95.00) = $760.00
Image Adjustment	This module will allow for the user to adjust/edit uploaded images to make them fit for broadcast. Will include editable parameters to allow the user to Adjust, Crop, Rotate, Download, and Delete the image.	Hours: (20 x $95.00) = $1,900.00
Multi User Management Module	-This will enable multi user access to the database back end system. -Log in/log out Indicator -Change of address/email/ password.	(1 units x $650.00) = $650.00
Project Management	This fee includes the management of design, construction, and implementation of the project for the client. VND's Project Manager will work closely with the client to make sure that any changes or updates are communicated to each different department of the company involved in the project, and initiate them.	Hours: (20 x $95.00) = $1,900.00
Content Uploader	This module will allow the user to upload content to the application database server with a string of data for recognition.	Hours: (8 x $95.00) = $760.00
Content Editor	This module will allow for the populating of images from the application database server for editing purposes. This will be made and designed to run in the Flash environment for compatibility purposes. This fee is subject to change as needed for implementation of different transitions.	Hours: (70 x $95.00) = $6,650.00
Full Screen Playback	This module will allow for the playback of the video with a slideshow in front. This is to recreate what the viewers will see on transmission. Fee covers programming.	Hours: (8 x $95.00) = $760.00
Preview Screen	This fee will cover the programming and implementation of the preview screen on the dashboard. This will allow for the user to see what the slideshow they are creating will look like before they launch it to full screen mode.	Hours: (16 x $95.00) = $1,520.00
Slideshow Management	This module will allow for the user to manage the slideshows they have created. Includes the slider with buttons to upload and create a new slide show.	Hours: (8 x $95.00) = $760.00
Slideshow Editor	Will allow for the user to label Slides with banner titles, choose a theme, choose a transition, advance back and forth, delete, or save the changes.	Hours: (16 x $95.00) =

		$1,520.00
Dashboard (User Interface) Programming	This module will cover the programming and implementation of the overall user dashboard used for clients to develop, edit, save, select, and upload new slide show projects. Contains the Slideshow Management node, the image library node, the content editor, and uploader.	Hours: (20 x $95.00) = $1,900.00
Image Library Selector	This module will allow for the selection of images, once uploaded, to be edited and used for the slide shows.	Hours: (8 x $95.00) = $760.00
Email Parser	The parser will allow for the stripping of images from users email and storage onto the database server for future population into the web application once accessed.	Hours: (24 x $95.00) = $2,280.00
Recurring Member Management	This will allow for the admin access of recurring package accounts through the back office. The module will include the option to run payments on a scheduled setting, the cancellation of accounts, the management and adjustment of current accounts, the access to contact and payment info, the ability to view the different packages, and the export of customer info to an Excel format for reporting purposes.	Hours: (16 x $95.00) = $1,520.00
Standard Credit Card Gateway Setup	This includes a simple credit card capture and complete payment gateway setup. Additional fees required by authorize.net and are not included on this quote are: - $90 setup fee - Monthly gateway fee $20/mo - Per transaction fee of $0.15. A batch fee of $0.25 (batch fees are charged only when you execute transactions. Batches are executed usually the night when you run the credit card. It is called batch because they "batch" all the collected daily transaction information to the final processor. - Automated Recurring Billing™ (ARB) fee $10/mo - On top of these fees you have to setup a merchant bank account. The merchant account can come from Chase, Wells Fargo, etc… Basically, almost any bank is able to work with Authorize.net. Please keep in mind that the bank (merchant account) will be the one setting up all your account limits. This means that on top of all the fees from Authorize.net, the merchant will assess a percentage per transaction fee (usually over 2% for web transactions). http://www.authorize.net/solutions/merchantsolutions/pricing/ *** No database programming or shopping cart is covered here as this is outlined separately.	Hours: (6 x $95.00) = $570.00
SSL Certificate	Fee for secure certificate purchase and installation per year. This is the lock	(1 units x

(e-commerce) $99/year	representing SSL encryption for secure transactions. $99/year	$99.00) = $99.00
Database Design and Security Code	Database Design and Security Code This Module is required for any project that uses Databases to secure private/privileged information, back office access and user login pages. Includes: -Database design and configuration of users module -User/Admin account set-up (tables) -Programming of administration area (login scripts, data handling and validation) -Forgot password process -Permission access levels (If necessary) -Captcha security code	Hours: (3 x $95.00) = $285.00

New customer Application Live Form
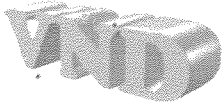### (Front end public area)

	This module will let new clients fill out the required form right from the website without the need to open an external email program. Forms will be directed to a secure Data base for administration.	(1 units x $350.00) = $350.00
Main Admin Area	The following will involve the creation of the admin area. Here are the proposed modules 1) User level access with permissions. You will be able to setup administrators as well as standard user. Access to admin pages will be restricted using permission settings. 2) Gateway for all other administrative tools. This module will house all the links for the various "back office" tools such as calendar, reports, education and training database, etc... 3) Secure login. The programming in this module will provide the foundation for all the secure management of the entire website.	Hours: (15 x $95.00) = $1,425.00

Administration Back office Data base.
(Three Areas)

	This will administration back office will be separated into three major tools. The access for this administration will required a user name and password as well as an active user. 1)User main administrator options: •Create / delete new users. •Retrieve / assign passwords. •Assign permissions to specific users. (Ex: access to new clients' applications data base for process or access to Bill payments clients' information for process).	(1 units x $1,500.00) = $1,500.00

2)New customers applications area: This area will have the following options:

A)Customer application search
• Search customers by last name.
• Sort customer by application submission date.
• View application online.
• Print application.

B)New customer data entry
• This section will help enter new customers in to the DB.

3)Bill payment administration (secure area): This option will gather all the financial information entered by the customer from the website for manual processing. The following options will be available :

• Customer Payment history
• Automatic email notification to customer when a payment has been processed.
• Transaction process status option.
• Search through customer by last name, payment date.
• Print bill payment history.

The administration back office is fully customized able for futures upgrades. Automatic bill payment transactions can be added to the online bill payment process to eliminate manual credit card processing. A required credit card merchant account is required for this process, ask a VND representative for more information.

Quality Control	There are two parts that are met during the QC stage: internal testing to ensure our solutions are 100% error free(a review to assure the solutions meet or exceed your expectations) and training (if necessary). This also involves beta testing programming based on your testing/using the solution and any changes that may be required to achieve final product. When designing websites, we validate all website code and test the website with a number of browsers including IE6, IE7,IE8, Firefox and Safari. We test all new websites on both PCs and Macs and on a variety of screen resolution and monitor sizes. We also regularly check all links (internal and external) are working, including those to other websites.	Hours: (27 x $95.00) = $2,565.00
Discount		(1 units x - 774) =

Section II – Optional Components

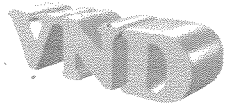| Module	Details	Quote

Section III – Summary

a) Required components:
1) HTML/CSS Website Slicing and Programming - (1 units x $3,000.00) = $3,000.00
2) Video Uploading Module - $760.00
3) Image Adjustment - $1,900.00
4) Multi User Management Module - (1 units x $650.00) = $650.00
5) Project Management - $1,900.00
6) Content Uploader - $760.00
7) Content Editor - $6,650.00
8) Full Screen Playback - $760.00
9) Preview Screen - $1,520.00
10) Slideshow Management - $760.00
11) Slideshow Editor - $1,520.00
12) Dashboard (User Interface) Programming - $1,900.00
13) Image Library Selector - $760.00
14) Email Parser - $2,280.00
15) Recurring Member Management - $1,520.00
16) Standard Credit Card Gateway Setup - $570.00
17) SSL Certificate (e-commerce) $99/year - (1 units x $99.00) = $99.00
18) Database Design and Security Code - $285.00
19) New customer Application Live Form
(Front end public area)
 - (1 units x $350.00) = $350.00
20) Main Admin Area - $1,425.00
21) Administration Back office Data base.
(Three Areas)
 - (1 units x $1,500.00) = $1,500.00
22) Quality Control - $2,565.00
23) Discount - (1 units) = (-$2,660)

b) Optional components:
N/A

c) Grand Total: **$30,000.00** - Total Hours: **343.79**

TERMS:

1) Payment:

30% due at signing, 30% due at mock approval, 20% due at beta stage, 20% due at project completion

Note: Client will receive an invoice for the full amount including applicable taxes. A 3% transaction fee will be applied to each invoice where a credit card is used.

CLIENT INITIALS: _____VR_____

2) Warranty: Work performed by VND under this cost estimate is warranted 100%. Work requests made after a signed quote is approved, will be billed hourly upon client approval. Client may request additional quote estimates for work requests.

3) Proposed Timeline:
   a. Weeks 1-3: Color and graphic layout decisions:
   b. Weeks 4-10: HTML development / initial programming development (Developed on a temporary domain, viewable online.)
   c. Week 11-13: Beta testing/Quality Control
   d. Week 14: Final product delivered

Proposed timeline is an estimate to serve as a guide. It may change based on certain conditions. VND will keep the client notified of changes that will extend the timeline.
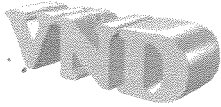
CLIENT INITIALS: _____V R_____

4) If this quote is an extension of an existing open project and the work outlined in this quote is completed in full (per the terms of this proposal), the entire balance of this quote will be due in full at its completion, regardless of original projects completion status.

5) Content Submission Deadline: All content must be submitted to VND within 4 weeks from the contract signed date. Please let us know if you will need more time before the project starts. Updates after this deadline are billable at the rate of $95/hr. VND will not invoice for content additions unless VND has completed its part of the agreement (all html and/or programming complete) and the project deadline has passed as well.

Once content is submitted to VND, it is considered final copy. Any changes made to content that has already been placed on the site will be charged hourly.

CLIENT INITIALS: _____VR_____

6) Progress Reports

The Developer 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 development of the site. The Developer shall inform the Client promptly by telephone or email upon discovery of any event or problem that may significantly delay the development of the work.

7) Changes
The Client shall be responsible for making additional payments for changes requested that are outside the scope of the original approved quote.

8) Testing and Acceptance
The Developer 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 deliverables, the Client shall both accept the deliverable and make the final payment set forth or provide the Developer with written notice of any corrections to be made and a suggested date for completion, which should be mutually acceptable to both the Developer and the Client.

9) Confidential Information
The Developer acknowledges and agrees that the source materials and technical and marketing plans or other sensitive business information, including all materials containing said information, that are supplied by the Client to the Developer or developed by the Developer in the course of developing the Web site are to be considered confidential if it is originals of the source materials provided by the Developer.

10) Return of Source Information
Upon the Client's acceptance of the final version, or upon the cancellation of the project, the Developer shall provide the Client with all copies and originals of the source materials provided by the Client.
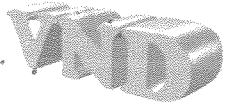
11) Cancellation
In the event of cancellation of this work, the client will be billed for a prorated amount for the work done; VND will deliver all work done until the cancellation date. If less than 50% of the work was completed upon cancellation, the client will received a refund of the difference, including all work done to date. The work will be delivered either as a download or in a Media CD, and shall contain all source files, and will be delivered once clients account is fully paid for all dues agreed upon after the cancellation date. Ownership of all copyrights or any original artwork will be transferred to the client after account is paid upon cancellation terms.

12) Ownership of Engines, Objects and Application Source code
The Developer retains ownership of all engines, objects and module codes that are created by the Developer for use in the production of other Developer's applications unless provided by the Client. For example: Data connection, Java™, ASP™, VB™ and C++™ objects. Once the final payment has been made, the client will be granted full ownership of the application's project source code. Once sole ownership has been transferred to the client, VND holds no liability or litigation of ownership which frees the client to sell, redistribute, or alter the source code freely.

13) Alterations
Any electronic alteration of original art (color shift, mirroring, flopping, combination cut and paste, deletion) creating additional art during the development process is prohibited without the express permission of the Developer. After the

final payment has been made, the client will be provided with the proper usernames, passwords and tools to access his own database and/or pages to make the desired updates and have full control of source code information.

14) Unauthorized Use and Program Licenses

The Client will be responsible for payment of any special licensing or royalty fees for software or tools provided by the client to aid in the design process. The Client will indemnify the Developer against all claims and expenses arising from the use of software or artwork for which the Client does not have rights to or authority to use.

15) Warranty of Originality

The Developer warrants and represents that, to the best of his/her 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 the Developer has full authority to make this agreement; and that the work prepared by the Developer 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 the Developer's product that may infringe on the rights of others. Client expressly agrees that it will hold the Developer harmless for all liability caused by the Client's use of the Developer's product to the extent such use infringes on the rights of others. Developer guarantees and warrants all work performed, without expiration, under the terms of this agreement 100%. Upon delivery of final work, warranty requests are not billed to the customer and are valid only when Developer corrects items to conform to the original quote or requested work. Any changes made to the original and final delivered work that are NOT made by Developer are NOT guaranteed and requests for changes will be made at the current hourly rate. Any changes or any type of corrections NOT made by the Developer voids the guaranteed work warranty.

16) Limitation of Liability

The time-frame to design, develop and implement a web site can always fluctuate. Client agrees that it shall not hold the Developer or his/her agents or employees liable for any incidental or consequential damages that arise from the Developer's failure to finalize the project in a timely manner.

17) Confidentiality

It is understood and agreed to that the information set forth in this proposal and otherwise provided directly or indirectly by Visual Net Design (VND) to the Recipient contains confidential and proprietary information concerning THE CLIENT and its business strategy. As a condition to receiving the Confidential Information (this proposal), the Recipient hereby agrees as follows:
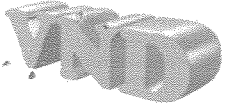
   * Those hearing, receiving and/or obtaining the Confidential information shall not disclose the Confidential Information to any Third Party or use for any purpose any part of the Confidential Information disclosed.

18) Acceptance of Terms

The signature of both parties shall evidence acceptance of these terms.

ACCEPTANCE OF PROPOSAL:

The above and/or attached proposal costs, specifications, terms, and conditions are satisfactory and are hereby accepted and this is authorization to do work as outlined. I also understand that some of the proposed cost figures were based on this proposal and any changes or additions will be agreed to in writing commonly known as a change order. I

will be given an opportunity to inspect the completed work and to verify that all services have been delivered to my satisfaction. I acknowledge in the event that legal action must be taken to collect amounts herein or as attached, and I agree to pay attorney fees, court costs and all other expenses that maybe involved.

*This proposal is valid for 90 days.

*Final invoice will include sales tax, unless exempt.

Victor L. Rangel   12-18-2012
Approved by / Date