



## PROPOSAL

# Mid-Pacific Institute Kupu Hou Academy

Website Theme Design, Development & CMS

**PRESENTED BY:**

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**sosimple.**

## **Our Platform is Like No Other System on the Market.**

Most people are amazed to see how easy our platform is to use. It is an enterprise-level system that is used by hundreds of clients in many industries throughout the United States. It offers an unparalleled level of control and functionality, including website management, digital communications, automated communications, database management, online registrations and much more. Combine this platform with our custom design services and you have a perfect partner for this project

## **Seeing is Believing**

An on-screen demonstration of our platform will prove these points and is required to truly evaluate the solution that we are proposing herein.

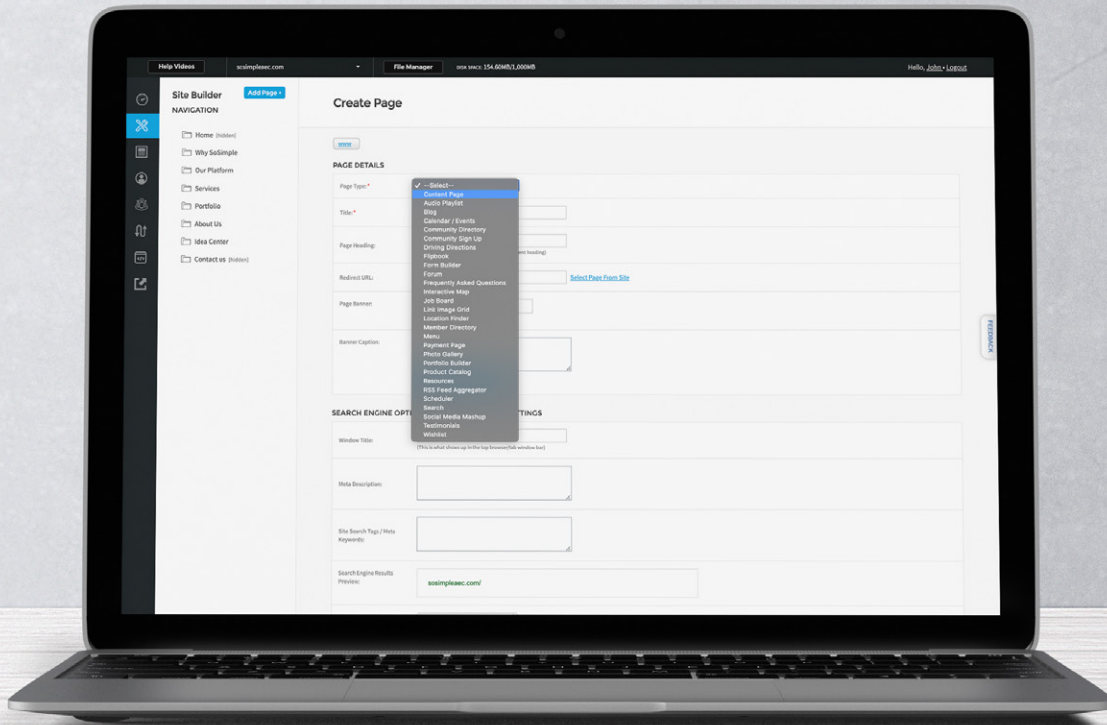
**CLIENT:** Mid-Pacific Institute (Kupu Hou Academy)

**PROJECT:** Website Theme Design, Development & CMS

SoSimple Interactive will perform template modification services for the Client's website. SoSimple will match the Client's colors, add logo and build out all top level pages and one subpage using the Client's images, copy, files and other related content. Additional custom development services can be provided for an additional cost

## DELIVERABLES

- Template Modification and Content Buildout
- Content Management System
- Responsive / Mobile Optimized Website Development
- Platform Training
- Ongoing Training Support
- (OPTIONAL) Integrated Database / CRM & Email, Text messaging & Automated Marketing System (See separate Community Manager contract)



## Easily Add and Manage Functionality

Scalability is important. Down the road you might want to expand your website by adding a blog, a job board, photo gallery, an events page, registration forms, interactive maps or more. With SoSimple CMS, adding advanced functionality to any page is easy and affordable. Simply create a page, select the page type, and the advanced functionality along with your unique design style will be added. A couple of clicks and start adding content. It's that simple.

## Page Types Included

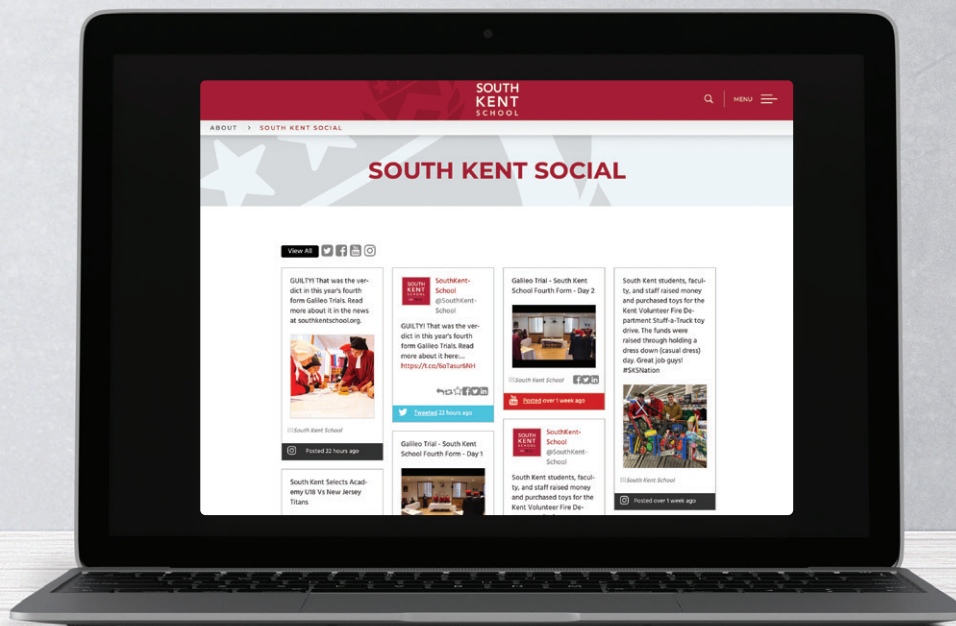
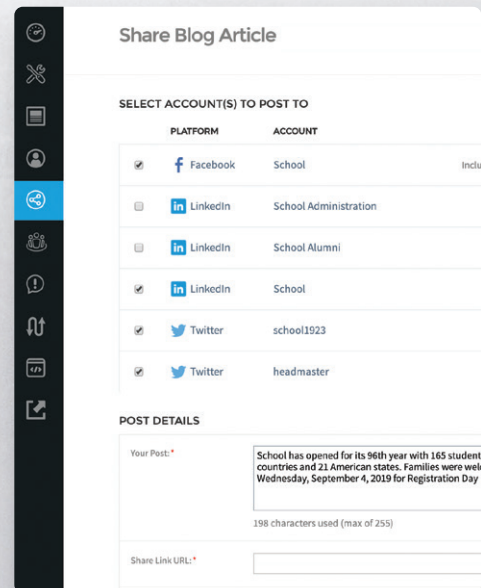
-  **Homepage Manager**  
Manage any aspect on your home page. Change copy, rotating banners, featured feeds, videos, etc.
-  **Content Page Manager**  
Our click and drag interface makes it easy to manage any aspect of content pages. Reorder pages. Change copy, images, add files, videos, etc., add lead capture forms, phot galleries and other feeds.
-  **Form Builder**  
Create online forms & applications. Add questions. Select question type and add options. Includes online payments, both one-time and recurring. Add offline payments options and manage payments once submitted. Set registration limits and manage custom thank you pages and email auto responder emails.
-  **News**  
Create & manage news items. Add photos, text, links, files or videos.
-  **Photo Gallery**  
Bulk upload images. Stylize templates & transitions. Create slideshows. Add captions. Resize galleries.
-  **Directions with Map**  
Google map integrated with a directions module, enabling users to input a "from" address for on page directions.
-  **Resources (Download Page)**  
Add resources or links available viewing or download. Add Page type automatically detects file type and adds correct icon or allows you to add your own icon.
-  **Testimonials**  
Add then display positive reviews from customers. Feed reviews from this page to content boxes within website.
-  **Search**  
Create a search page to search your entire site. Add search tags to any page to prioritize the display of search results.
-  **FAQs**  
Easily create a FAQ page. Edit questions and answers. Add new, manage and reorder content.
-  **Link Image Grid**  
Create grid and connect items to pages and photo galleries. Create one filter group and assign items to these filters to allow users to sort grid.
-  **Digital Flip Book**  
Convert printed publications into an interactive flip book. Manage "Hotspots" on the any page allowing embedded videos, slideshows, hyperlinks or descriptive text.
-  **Location Finder**  
Use our interactive map feature or list view to list locations. Create and name categories, assign locations to one or more categories. Users can filter by category. Also searchable by zip code by radius.
-  **Member Directory**  
Create a member directory with bio and photos for each member. Easily create categories.
-  **Interactive Map**  
Create and manage locations, create and name categories to allow users to filter view. Build a detailed page or multiple pages for each location. Add clickable hot spots with descriptive text, links, images, and video popups.
-  **Landing Page Creator**  
Using our Content Page Manager create landing pages add lead capture forms, manage auto responders, add no follow tags and much more.
-  **Calendar/Events**  
Create events, assign events to categories, assign start & end dates, feature events. Include social sharing.
-  **Blogs**  
Create blog posts, create categories, add images, text, files, videos, manage comments, social sharing.
-  **Job Boards**  
Create job board. Assign categories. Allow applicants to send files for each job to any email you choose.
-  **Projects / Portfolio Manager**  
Create photo / content grid, assign to categories and connect items to pages, external links, sign up forms and photo galleries. Create one or more filters and filter groups to allow users to sort grid.
-  **Social Media Mashup**  
Create a social media mash-up page. Automatically feed all social media accounts into a page complete with filtering. Add Facebook, Twitter, Instagram, Pinterest, Vimeo, YouTube. Also feature any individual post in listing.
-  **Audio Playlist**  
Bulk or individually add audio files as MP3s into a page listing. Users can listen to audio files on page or download for later listening.
-  **Scheduler**  
Create a calendar with available dates and time slots for users to pick a time to meet. Perfect for school tours, parent/ teacher conferences or room reservations. Manage available dates and time slots, blackout dates, auto emails notifications and more.



## Social Media Management

Create posts using SoSimple's Social Media Hub tool and instantly distribute to your social media accounts. Keep your community engaged and up to date with important news, photos and videos, blog articles, site alerts, and calendar events.

- Distribute posts simultaneously to your social media accounts
- Share your posts within other office staff members' social media accounts
- Save time by eliminating duplication of effort
- Instantly post your website photos, news, blogs, and site alerts
- Easily feed into a social media mashup page



## Project Costs

### DESIGN COSTS

#### Website Theme Design and Development: \$6,000

Includes logo implementation (Approved Template: TBD, implementation of global styles (font color, font typeface, button / background colors), build out of all top level pages and one sub page and CMS training.

### ANNUAL SERVICE PLAN & SECURITY CERTIFICATE

#### Annual Service Plan: \$4,800 per year

1 GB per website of website storage and the following features:



#### Premium Content Management System

Create unlimited users and manage permissions via the Content Management System (CMS), where existing website content can be edited and new pages can be easily created. Our CMS offers unmatched scalability allowing client to add advanced functionality to any new page. CMS includes social media hub and all pages types / functionality currently available.



#### Training and On-Going Training Support

SoSimple provides initial training sessions for using SoSimple's Content Management System. In addition, at no additional cost, SoSimple team members are available to provide on-going training support and will assist the Client with any CMS-related questions.



#### Backup Service

SoSimple offers redundant internet & power connectivity within our data center. We perform automatic nightly backups of our entire codebase (client data, uploaded files, database), maintained at 2 separate offsite locations.



#### Managed Hosting

Utilizing virtualization technology to distribute system load ensures our servers perform optimally and allows them to easily scale up as required. Sites are served up with this infrastructure to provide the fastest performance, automatically and seamlessly as load requires.

SoSimple manages all server maintenance and software headaches so you can have absolute peace of mind. We have an uptime monitor that pings our servers every 5 minutes and in the event of any issues, it immediately notifies our server team via text and email.



#### Security Certificate (SSL): \$275 per year

## ADDITIONAL COSTS

### **Additional Non-Contracted not currently indicated in costs listed above: \$175 per hour:**

- Sales tax
- Shipping and handling fees
- Supplies / Media, Printing Costs
- Copy writing/Content Development
- Photography
- Stock Photography/Video
- Outside Vendor Fees
- Graphic Design
- Any Necessary Third Party Software, Online Payment Gateway/ Processing Fees
- Custom Applications / Development
- \$10 per additional 100 MB of storage per month in the event that Client exceeds original allotted amount. Large blocks available at discounted rates

## Terms of Payment

**Payment 1**                    **\$3,000 - Upon Contract Approval**

**Payment 2**                    **\$3,000 - Upon Live Launch of New Website**

**Annual Service Plan/SSL Certificate:** \$5,075 per year, (\$4,800/year for Annual Service Plan plus \$275/year for recommended SSL Certificate Purchase/Installation). Term will start upon live launch of website, whichever comes first. Payments will recur each year until the contract is canceled.

**PROPOSALS FOR ADDITIONAL SERVICES NOT COVERED IN THE STATEMENT OF WORK FOR THIS PROJECT CAN BE PROVIDED UPON REQUEST.**



## CONTRACT

**Mid-Pacific Institute** (hereinafter the "Licensee"), hereby authorizes SoSimple Interactive, LLC (herein after "Licensor"), to grant a non exclusive, revocable, non transferable license to access and use SoSimple Content Management System, as defined herein and under the terms and conditions set forth herein. The Licensee agrees to bear sole responsibility for payment of "Design and/or Development Costs" and "Additional Costs" as stated on **pages 7 and 8** of this proposal.

By purchasing a license for SoSimple Content Management System, You, the purchaser, agree to the following:

### **Grant of License**

Subject to the terms and conditions set forth in this Agreement, Licensor hereby grants Licensee, and Licensee hereby accepts, a non-exclusive license to:

(1) access either directly or allow access to Licensee's Clients, one sub account per license of SoSimple Content Management System. Each sub account includes unlimited users per domain.

### **Reserved Rights**

Apart from the rights explicitly granted in this Agreement, Licensee shall have no other right, access, title, interest ownership or license rights, express or implied, in SoSimple Content Management System. All source code, design, database, and all other assets associated with the SoSimple Content Management System will remain the exclusive property of SoSimple Interactive.

### **Source Code Restrictions**

Licensee agrees not to decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine source code for the executable code of SoSimple Content Management System, and agrees not to permit or authorize anyone else to do so.

### **No Modification**

The Licensee shall not, and shall not permit any third party to copy, make error corrections to or otherwise modify or adapt SoSimple Content Management System nor create derivative works upon SoSimple Content Management System.

### **Territory**

The rights and licenses granted in this agreement are effective worldwide.

## INTELLECTUAL PROPERTY RIGHTS

### **Ownership**

Licensor declares itself to be the sole owner by good and valuable title of all patents, trademarks, source code, industrial drawings and copyrights with respect to SoSimple Content Management System, and that its rights are not disputed, in whole or in part, by any person or entity at the time of signing this Agreement. Licensor further declares that its execution of this Agreement does not, and the performance of its obligations under this Agreement will not violate any other agreement between it and any third party. The Parties acknowledge that all patents, trademarks, source code, industrial drawings and copyrights, and any applications therefore, with respect to SoSimple Content Management System are the exclusive property of the Licensor and that all patents, trademarks, source code, industrial drawings and copyrights with respect to the Licensee's Products are the exclusive property of Licensee. Licensee covenants and promises in good faith to never knowingly infringe, directly or indirectly, any patent, trademark, source code, industrial drawing or copyright of the Licensor, and Licensor covenants and promises in good faith to never knowingly infringe, directly or indirectly, any patent, trademark, source code, industrial drawing or copyright of Licensee.

## **TERM AND TERMINATION**

### **Term**

The term of this Agreement shall commence at the Effective Date stated herein and shall continue for as long as Licensee wishes to use SoSimple Content Management System. Payments as described within this agreement, and agreed to by the Licensee shall continue until the agreement has been terminated by the Licensee and/or Licensor.

### **Termination**

This Agreement may be terminated

- (1) by the Licensor in the event that the other party has committed a material breach of any of its obligations hereunder that has not been cured within 60 days after the Licensor has sent a written notice thereof;
- (2) by mutual written agreement of the parties;

### **Termination Upon Bankruptcy**

Effective immediately and without any requirement of notice, either party may, at its option, terminate this Agreement and/or suspend its performance in the event that:

- (1) the other party files a petition in bankruptcy, files a petition seeking any reorganization, arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors;
- (2) a receiver, trustee, or similar officer is appointed for the business or property of such party;
- (3) any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against such party and not stayed, enjoined, or discharged within 60 days; or
- (4) the other party adopts a resolution for discontinuance of its business or for dissolution.

### **Consequences**

Upon termination of this Agreement, the license granted to Licensee in this Agreement shall terminate and Licensee shall immediately discontinue all further use of SoSimple Content Management System promotion, marketing or sale, leasing, licensing or any other distribution of SoSimple Content Management System and/or the Enabled Products.

### **Design Files After Termination**

Upon written request and 2 weeks notice prior to the launch of a new website, all front-end html files can be exported and delivered to an authorized representative of the Licensee. These files will include all design elements and can be installed on another hosted environment. The Licensee understands that after termination of the contract, that they will no longer be granted access to use SoSimple Content Management System.

## **CONTENT / PASSWORD / INDEMNIFICATION**

### **Content**

All information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials, whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that the Licensee, and not SoSimple Interactive, are entirely responsible for all Content that the Licensee uploads, posts, transmits or otherwise makes available via the SoSimple Content Management System. SoSimple Interactive does not control the Content posted via SoSimple Content Management System and, as such, does not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will SoSimple Interactive be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via SoSimple Content Management System. The Licensee understands and agrees that SoSimple Interactive relies solely on the Licensee and related vendors to ensure: (1) that no false, misleading or unwarranted claims for any product or service are made; (2) that no infringement of another's rights through plagiarism or unfair imitation of either program, idea or content is made; (3) that the Licensee's communication(s) contain no disparagement of a competitor's goods or services, and does not create unfair competition to others in the same or similar business; (4) that the display of Licensee's communication(s) does not infringe upon any copyright, trademark or patent; (5) that the Licensee's communication(s) does not contain or constitute any libel or slander, and (6) that the communication(s) to be displayed is not a lottery, drawing, or other contest or contract of insurance prohibited by law. SoSimple Interactive assumes no liability in the event of the occurrence of any one of the above events.

Licensee further represents that it will comply with all state, federal and international privacy laws governing the storage, use and transmission of user data and will indemnify SoSimple Interactive against any and all acts or omissions arising from the performance of this Agreement that result in SoSimple Interactive being made a party to a civil or criminal investigation, lawsuit or any other type of claim.

### **Password / Security**

The Licensee will create a password and account designation when purchasing a License from SoSimple Interactive. The Licensee is responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under the Licensee's password or account. The Licensee agrees to (a) immediately notify SoSimple Interactive of any unauthorized use of a password or account or any other breach of security, and (b) ensure that the Licensee exits from their account at the end of each session. SoSimple Interactive cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

Client understands and agrees that if litigation is commenced against the Licensee, and SoSimple Interactive is made a party to the action, then the Licensee agrees to indemnify and hold SoSimple Interactive harmless against all suits, claims, damages, or liabilities whatsoever including the payment of SoSimple Interactive's reasonable attorney's fees and costs incurred in defending the lawsuit. This indemnification provision shall not apply to any claims based on grossly negligent or reckless acts of SoSimple Interactive.

## **CONTRACT TERMS**

### **Payments**

In the event that the Licensee fails to pay SoSimple Interactive in accordance with the payment schedule set forth, then it shall pay SoSimple Interactive interest at the rate of one and one half percent (1 1/2%) cash per month on overdue payments, together with SoSimple Interactive's reasonable costs and attorneys fees to collect payments due SoSimple Interactive. SoSimple Interactive reserves the right to we have the right to suspend service following a period of 30 days of late payment. In the event that the account is suspended, the suspended account will not be reinstated until all back payments are paid in full.

### **Entire Agreement**

This document sets forth the entire agreement between SoSimple Interactive and the Licensee and no warranties, representations or promises not specifically set forth in this contract shall effect the rights, duties, responsibilities or liabilities of either party hereto. This agreement may not be changed, modified, renewed or extended except by a written agreement signed by the party against whom enforcement of the change, modification, renewal or extension is sought.

### **Transmission/Governing Law/Choice of Forum**

The contract may be transmitted between the Licensee and SoSimple Interactive by mail, in-person, facsimile machine, or email and both the Licensee and SoSimple Interactive agree that the contract shall serve as a binding agreement. This agreement shall be binding on SoSimple Interactive and the Licensee when executed by an authorized officer of the Licensee and shall be governed by the laws of the state of Connecticut, without regard to conflicts of law issues. Any legal action filed by the parties in connection with their relationship as set forth in this contract shall be filed in federal or state court in Connecticut. Licensee acknowledges that this forum selection clause constitutes valuable consideration provided to SoSimple Interactive to induce it to enter into this contract.

### **ACCEPTED AND AGREED TO:**

The Licensee: **Mid-Pacific Institute**

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **ACCEPTED AND AGREED TO:**

**SoSimple Interactive, LLC**

**4 Brookdale Street**

**Wolcott, CT 06716**



**Arik Brooks, Principal**