



Clopay Dealer

Website Design & Marketing Proposal

Updated: 4/19/2016

ViewSource appreciates this opportunity to propose the design, development and online marketing of your new web site. ViewSource has entered into an agreement with Clopay Building Products Corporation (CBPC) to offer a total Internet marketing solution to its dealer network. ViewSource has seventeen years of experience in business and consumer Internet marketing.

With ViewSource as your partner, you gain access to expert advice in crafting your Internet communications strategy; expert graphic design; content management tools that enable you to maintain your own web site, and the ability to reach more prospective customers with optional online marketing and social media solutions.

ViewSource Approach to Supporting the Clopay Dealer Network

ViewSource will create participating dealer websites using a customized framework that, within reason, will accommodate your desired graphic design elements (i.e. navigation, logos, page layout etc.). The framework will employ cascading style sheets. The style sheets will determine the overall look of the content in the site (i.e. text, headings, links etc.). Your website will be constructed using Microsoft .Net technologies requiring .Net hosting that is included.

Who Is ViewSource?

ViewSource Technology Group, founded in 1996, is a Cincinnati-based interactive media services provider. ViewSource provides web design, online marketing and e-commerce professional services. The reason for our success is simple...we strive to be the "best value" in balancing price, customization and service after the sale. We have a wealth of Internet/Web experience that goes beyond just *technical*, but more importantly *business savvy* in achieving maximum return-on-investment.

Clopay Building Products Corporation and ViewSource have devised an offering tailored to the Clopay dealer network that is a total Internet marketing solution encompassing a new website, self-maintenance tools, site hosting, Internet marketing and reporting, and technical support.

Each Website Comes with:

- Home page with Flash-based image gallery
- About us page
- Services page
- Garage Door Visualizer (integrated through CLOPAY)
- Guide Me Quiz (integrated through CLOPAY)
- Comparison Chart (integrated through CLOPAY)
- Showcase of Homes (integrated through CLOPAY)
- Product info (Residential, Commercial and Entry door content available through automatic feeds from CLOPAY)
- Service Request form (automated routing via email to the dealer).
- Contact Us form (automated routing via email to the dealer).
- Up to four additional updateable web pages of your choice.
- Companion mobile-friendly website for smartphones and tablets

ViewSource Set-Up, Production & Website Hosting

- Assistance with domain name purchase, if needed
- Website design and production
- Custom meta-tags per page (i.e., search engine optimization)
- Website hosting for duration of contract term.
- Five email addresses

What is Required of the Dealer?:

- Logo
- Up to five pictures for placement within the web site
- Content for the web site.
- Perform all set-up procedures as directed

ViewSource Support:

- ViewSource will provide the dealers with a step-by-step process for supplying all required website content.
- Content writing guide (simple tips for writing better Web content)
- Simple steps to marketing your site guide.
- Online support documentation on how to use the sites (Training / help manual)
- Phone support during normal business hours.

Website Package Pricing...refer to page 3

Dealer Enrollment Form...refer to page 6

Terms & Conditions...refer to pages 7-8

Dealer Website Pricing

DEALER WEBSITE PACKAGES	
PREMIUM WEBSITE DELIVERABLE	OPTIONAL WEBSITE UPGRADE
<ul style="list-style-type: none"> ▪ \$120/mo., plus \$130 set-up charge (<i>one-year enrollment required</i>). ▪ Turn-key Dealer Website including: <ul style="list-style-type: none"> ○ Service request form and a general contact form. ○ Guided Selling Tools: <i>Garage Door Visualizer, Guide Me Quiz, Comparison Chart, Showcase of Homes.</i> ▪ Standardized Templates (select from five designs available in four different colors) ▪ A Content Management Tool (user-friendly tool for adding, deleting, editing and posting text and graphics to your Website) ▪ Up to four additional web pages of your choice. ▪ Account and technical support provided by ViewSource. ▪ On-Page Search Engine Optimization ▪ Mobile website for smartphones and tablets ▪ 1-hour support per month to use at your direction (e.g. content updates or answering questions) ▪ Five email addresses ▪ One-year domain name registration (<i>see terms of service explanation in the attached Terms & Conditions</i>) 	<p><u>Premium Plus Option:</u> For an extra \$60.00 per month you get:</p> <ul style="list-style-type: none"> ❖ Additional Selling Tools: <i>Custom call to action buttons; Customer Feedback Page and Form</i> ❖ Unlimited web pages of your choice. <ul style="list-style-type: none"> ○ Use pages to target geographic locations within your market area. ○ Highlight your other products and services offerings (e.g., awnings, fireplaces, windows, fences, etc.) ❖ 1.5-hours support per month to use at your direction (e.g. content updates or answering questions) ❖ 10 email addresses ❖ 5-year domain registration (<i>see terms of service explanation in the attached Terms & Conditions</i>)
ONLINE MARKETING OPTIONS	
Description and Pricing	
<p>1 Local Search Directory Listings Management</p> <p>Cost: \$75.00/mo or \$799.00/yr (\$100 savings)</p> <p>Local Search Directory Listings Management is the ability to own and control your location information across the Web. Accurate location information combined with personalized content (e.g., product/service lists, photos, business hours, phone, bios, events, promotions) provides your prospective customers with information needed to make a decision.</p>	<p>Deliverable. ViewSource will maintain your business listings across a vast network of over fifty published sites encompassing search engines, directories, mobile apps and social networking sites (including Google, Yahoo, Yelp, CitySearch, Bing, Facebook and more).</p> <p>This assures your directory listings are claimed, correct and locked down. Yext is the preferred provider of this service in partnership with ViewSource.</p>
<p>2 Custom Blog Posts Cost: \$250.00 per month</p> <p>Posting fresh website content on an ongoing basis enhances your search engine optimization. ViewSource will collaborate with you on blog topics that relate to your business and</p>	<p>Deliverable. Two custom blog posts written uniquely for your business and (success stories, maintenance tips, promotions, etc.)</p>

3 Search Engine Pay-Per-Click Marketing Campaign

Choose from Google AdWords, Bing Ads, and Facebook Ads. With Google and Bing your advertising is based on keywords and keyword phrases. Whereas, with Facebook Ads, you choose your audience by specified demographics.

You choose whether you would like ViewSource to manage your campaign or ViewSource can empower you to do it yourself

Full Service: ViewSource will drive traffic to your website obtaining the highest possible search engine rankings within your budgetary constraints for a monthly fee equal to 30% of your monthly click budget plus a one-time setup fee equal to your first month's management fee. *

Do-It-Yourself: ViewSource will setup your PPC advertising accounts on Google, Bing and/or Facebook and provide an orientation session on managing your own PPC campaign.

\$0 setup fee. \$50/month for each advertising publisher account + Actual Cost of Paid Clicks (*when bundled with dealer website package*) *

*Per advertising publisher and dealer geographic location

SOCIAL MEDIA MARKETING

4 Facebook Social Media Marketing \$250.00[†]per month + Cost of Clicks

[†]Dealer will receive a monthly charge for ViewSource services posted to the dealer's credit card. Does not include any advertising cost of clicks, prize awards or other incidental expenses.

Description: Facebook social media is not only good public relations, it's an inexpensive way for you to connect with your customers. Don't have the time? Let us do it all for you, we can get you setup with Facebook or let us enhance your existing Facebook page. ViewSource will take an active role in engaging your Facebook fans and followers.

🚩 **Run a contest on Facebook once per quarter** in which each contest promotion includes:

- Contest setup
- Scheduled run (start > stop) based on your needs and audience
- Call to Action images
- Selection and posting of winner
- Tracking of contest data
- A prize such as a \$50 gift card or gift certificate (to be provided by the dealer directly)

How it works: The contest will run for approximately one month during the quarter. ViewSource will setup and run* your contest except for acquiring and fulfilling contest prizes which are the responsibilities of the dealer. ViewSource will attempt to notify the contest winner by making a timeline post to the dealer's Facebook page. If the winner does not acknowledge the post, then ViewSource will make a second attempt to notify the contest winner. If the second attempt is not successful, ViewSource will select an alternate winner and attempt to make contact.

Contest Goals:

- i. Likes – a simple “Like us 👍 to be entered to win...” contest.
- ii. Image Contest – fan created content for your page, sharing contest to get more “likes/votes” to win
 - a. Ideas include: Most Organized Garage, Best Seasonal Decorations, etc.
- iii. Comment – “Comment on this post to be entered to win...”

**Dealer is responsible for providing the contest prizes and issuing the contest prizes*

 **Facebook advertising pay-per-click campaign** promoting your contest, business, products and services.

Description: ViewSource will setup your pay-per-click advertising account on Facebook and provide administrative services. The Facebook advertising campaign will run for approximately one month each quarter depending on your ad budget.

How it works: With Facebook Ads, you can choose your audience by specified demographics (age, gender, interests, connections: anyone already connected to your business, location: city, state, zip).

Your ad will appear according to those demographics. A daily budget will be set. Once the budget threshold is reached the campaign is halted until the next day. If the click budget for the month is not fully spent by month's end, then the campaign will continue into the following month.

A suggested Facebook advertising budget for cost of clicks is between \$150.00-\$200.00 per quarter. Cost of clicks are borne by the dealer and will be invoiced and must be paid by the dealer before advertising begins.

Facebook Advertising Service Deliverables:

- Selection of photos
- Writing effective text ads
- Setting campaign demographics
- Keyword research, refinement and expansion
- Implement 'click tracking' of PPC advertisements
- Access to real-time, on demand website traffic, expense and advertising results

 **One Facebook post (i.e., status update) per week**

How it works:

ViewSource will post a status, picture or other media on the user's Facebook page or "wall."

Dealer Obligations relating to Social Media Services:	Dealer is expected to be an active participant in accomplishing the social media objectives with the following obligations: i. Participate in an initial conference call with ViewSource to determine social media needs, contest specifics, campaign objectives, budget amounts, timeline and responsibilities. ii. Provide ViewSource with Facebook page administrative access as directed by ViewSource iii. Provide imagery as needed iv. Dealer shall pre-pay the advertising cost of clicks before advertising begins. ViewSource will generate an invoice for the agreed upon click budget and upon payment initiate the advertising campaign. v. Dealer shall provide and fulfill contest award prizes, and coordinate directly with contest winners to redeem prize awards. vi. Dealer shall review and approve all contests, promotions for accuracy prior to ViewSource posting within agreed upon timeline to avoid delays.
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Dealer Enrollment Form - A Four Step Process
 Fax completed form (pages 6-8) to: Laura Meyer (877) 855-0730

STEP ONE. DEALER INFO

Today's Date:	
Name of Dealership:	
Dealer Contact Name:	
Dealer Mailing Address: (street, city, state, zip)	
Contact Email:	
Contact Phone:	
Dealer Billing Contact Name: (if different from above)	

STEP TWO. SELECT WEBSITE PROGRAM AND OPTIONS:

(Choose the Premium or Premium Plus Program. If not purchasing a website proceed to STEP THREE):

Premium Program: \$120/mo*, plus \$130 set-up charge. *Payment will be invoiced on an up-front annual basis. Set-up charge is a one-time fee. One-year enrollment required.

Includes: Guided Selling Tools: Flash animation; Additional Clopay content feeds: Door Imagination System, Guide Me Quiz, Comparison Chart, Showcase of Homes; Mobile compatible website; Up to four additional web pages of your choice; One hour of website support per month; Five email addresses; One-year domain name registration.

Premium Program Acceptance:

Premium Plus Program*: \$180/mo*, plus \$130 set-up charge *Payment will be invoiced on an up-front annual basis. Set-up charge is a one-time fee. One-year enrollment required.

Includes: Everything in the Premium Program plus: Custom call to action buttons; Unlimited web pages of your choice; 1.5 hours of website support per month; Ten email addresses; Five-year domain name registration.

Premium Plus Program Acceptance:

Custom Design Option: \$1,500 one-time charge **Custom Design Option Acceptance:**

STEP THREE. SELECT ONLINE MARKETING & ENHANCED SEO OPTIONS (not required):

Local Search Directory Listings Management	\$75.00/mo or \$799.00/yr (save \$100 with one year sign up)	Accepted: <input type="checkbox"/>
Facebook Social Media Marketing Package**	\$250.00 per month [†] plus Cost of Clicks Accepted: <input type="checkbox"/> [†] Dealer will receive a monthly charge for ViewSource services posted to the dealer's credit card. Does not include any advertising cost of clicks, prize awards or other incidental expenses.	
Pay-per-click Advertising (Google AdWords, Bing Ads and Facebook Ads)**	Full Service: Monthly fee of 30% = monthly click budget with one-time setup fee = 30% of first month's click budget* *Per advertising publisher and dealer geographic location	Accepted: <input type="checkbox"/>
	Do-It Yourself: Bundled w/Dealer Website: \$0 Set-Up Fee, \$50/mo [†] Google AdWords; \$50/mo [†] Facebook Ads + Clicks *Per advertising publisher and dealer geographic location	Accepted: <input type="checkbox"/>
Custom Blog Posts (2x per month)	\$250.00 per month	Accepted: <input type="checkbox"/>

**One-year program enrollment required.

STEP FOUR. TERMS & CONDITIONS (WEBSITE ONLY.OPTIONALONLINE MARKETING & SEO SERVICES HAVE SEPARATE TERMS & CONDITIONS)

- 1) Billing and Payment. This is a pre-paid contract for services described in the attached proposal. Optional services as described in the attached proposal shall be paid upon review and acceptance. For hourly portions or mutually agreed amendments to the contract, the Company will invoice the Client on a monthly basis, where such invoices are due 15 days from the date of the invoice.

Absence of payment in full under the terms described herein, the Company may suspend performance under this contact until payment is received and will not release website code.

Custom web design(s) is non-refundable.

- 2) Content. For all content being supplied to ViewSource by the Client, content shall be in a postable digital format, **(except as provided within the body of this contract)** and will require minimal editing for an online audience. Client will provide content clearly labeled as to which page, section and sub-section it is intended to populate. Labeling will be the same as on the site map/content outline mutually agreed upon by ViewSource and the Client. For client-supplied content, ViewSource will provide two rounds of internal review and editing for quality control purposes. Content requiring ViewSource to engage in interviewing, fact gathering, interpretation of or rewriting from existing sources, message generation/concepting (which goes beyond established marketing communications/Web production standards for minimal editing) will incur an additional hourly rate charge of \$120/hr.

2a). Clopay competitor content. Clopay dealers opting for the dealer website program who desire to place content of Clopay Building Products Corporation competitors on their dealer website must obtain approval from Clopay. This requirement includes links to Clopay competitors' websites.

- 3) Intellectual Property. The Client is leasing a web site according to the deliverable description provided in the attached cost proposal. However, the source code and related underlying technology used by ViewSource to create the Client's web site is proprietary technology owned by the Company. The Client shall not receive a compiled version of the underlying technology that supports the Client's web site; this website is not portable and is dependent upon participation in the ViewSource, Inc./Clopay Dealer Template Program. The client will not receive or have any right to the source code or the related underlying technology.
- 4) Force Majeure. If either party is unable to perform any obligation under this agreement because of disaster or actions outside such party's control, such party shall give prompt notice to the other party of such action or event and shall use commercially reasonable efforts to resume performance. If the uncontrollable action remains unresolved for more than 90 days from the date of notice, then the unaffected party may cancel this contract.
- 5) Change Requests. Subsequent to completion of any Phase of this project defined herein, if the Client desires to alter work already approved by the Client within any prior approved Phase, the Client understands the cost of executing such change shall increase by at least as much as the affected Phase and will not exceed the total value of the original contract and such cost determination is at the sole discretion of the Company. Unless otherwise stated in the above terms, both the Content and Design phases of each project provide for 3 rounds of client approvals before the phase is completed. For each additional round or submission of changes prior to final approval, the phase cost may increase by 30% or more depending on change request by client. Should a separate quote be developed for requested change, client will indicate acceptance by signing Change Order Request form prior to work beginning.
- 6) Non-Solicitation of Employees. Each party agrees not to hire or solicit for employment any employee of the other party for a period of 12 months after such person terminated employment with the other party. This limitation does not apply to the hiring or solicitation of an employee of any individual who did not become known to the hiring or soliciting party as the result of the relationship between Client and Company.
- 7) Confidentiality. The parties agree that in the course of performing this agreement, each party may learn trade secrets or other proprietary information about each other's business, and shall treat such information with the same confidentiality they do their own confidential information.
- 8) Publicity. The parties agree to allow each other to publish their relationship to the other including use of company logos, for the purposes of client lists and press releases that summarize the scope of services agreed to by the parties outlined in this agreement. Except as provided above, neither party shall make any public disclosure relating to any other details of this agreement without the express written consent of the other party.

- 9) Termination. In the event either party desires to terminate this agreement, for any reason, the Company shall be paid for all approved work for Client provided for in the Scope of Services contained herein, through the date of notice. Within 10 days of receiving such payment by the Company all materials belonging to Client shall be returned to Client.
- 10) Successors and Assigns. This agreement and any addendum shall inure to the benefit of and be binding upon the respective successors and assigns, if any, of the parties. Such assignment is allowable under this contract only with the express written approval of the other party.
- 11) Indemnification. The parties agree to indemnify each other, their officers, directors, employees and agents from any liability, claim or expense, including reasonable attorney fees, arising out of or in connection with this contract or delivery of the services described hereunder, except to the extent attributable to the negligence or willful misconduct of each party.
- 12) Warranty and Limitation of Liability. The Company warrants to the client that services to be rendered hereunder will be performed in a professional manner, but makes no other warranties and expressly disclaims all other warranties, whether written, oral or implied, including without limitation, any warranty of merchantability, or fitness for a particular purpose, or any other warranty with respect to the quality, accuracy or freedom from error of the operation, use and or the function of the services or software products. In no event shall the Company's liability under any circumstances exceed the total value received from the Client.
- 13) Entire Agreement. This contract represents the entire understanding between the parties and supersedes all other agreements between the parties relative to the subject matter involved. No modification of this agreement shall be binding unless agreed to in writing by the parties.
- 14) Governing Law. The laws of the State of Ohio shall govern the interpretation and construction of this agreement. The party's hereby agree that all disputes arising between the parties shall be brought exclusively in the courts of the State of Ohio, located in Hamilton County, Ohio, or the United States District Court for the Southern District of Ohio, Western Division and each party irrevocably consents and submits to the jurisdiction of such courts.
- 15) Client Liability. Client assumes all liability for site content once delivered and for any third party liabilities once notified by the Company in writing of such liabilities incurred during the performance of this agreement. Once job is completed and paid for by client, the client owns all materials unless otherwise indicated by a third party supplier such as stock photography or illustration usage.
- 16) Domain Name. As part of your program service, ViewSource will acquire, manage and annually renew a domain for your website. If you, the Client, already have an existing domain (i.e., a website address) and wish to transfer the management of that to us, the client must initiate that process with your domain registrar and pay any associated fees. The Client is not obligated to have ViewSource manage your domain, but is encouraged to do so to avoid disruptions in service or loss of ownership due to overlooking domain registration renewal.

Presented by: Laura Meyer on behalf of ViewSource Technology Group.

Accepted by (Sign): _____

Print: _____

Date: _____