

WEBSITE –IN-A-BOX

**SELF-MANAGED
WEBSITE**

PROPOSAL

for

Lynch and Partners Solicitors

*lynchandpartners.com
divorceinireland.com*

March 2008



Systematics Software Ltd
Gurtnafleur Business Park
Clonmel
Co. Tipperary

Mr Donal Walsh
Lynch & Partners
Jervis House,
Parnell Street
Clonmel
Co Tipperary

March 6th, 2008

Dear Donal,

Thank you for the opportunity to provide you with a quotation for a website content management solution and associated services, for the *lynchandpartners.com* and *divorceinireland.com* websites.

We are proposing to use our standard Website-in-a-Box product as the software solution for your website content management. The software is easy to use, with the added advantage of allowing you update the information and keep the site current yourselves. In conjunction with the Website we are able to provide you with a comprehensive website statistics solution using the renowned StatCounter solution. The software is also enabled for the Google Analytics statistics solution.

We have included in this quotation training in relation to website statistics, website optimisation, and website marketing using Google Ad-Words.

For the project the website will need to transfer across to our hosting company. We will organise this transfer and guide you through the process.

Please call me if you need any further information on our proposal, or if you wish to discuss the proposal in further detail.

Yours sincerely,

Telephone : 052 81900

Mobile: 087 24 23 732

E-mail : arthur.stone@ssw.ie

A handwritten signature in black ink, appearing to read "Arthur Stone".

Arthur Stone
Managing Director

Client Company **Lynch and Partners Solicitors**
Project **Website-in-a-Box**

Background -Website-in-a-Box

Systematics Software has developed a content management website application which allows users to set up, change and maintain the content of their website without a requirement for computer language or computer programming knowledge.

This provides users with a highly-cost effective solution to creating a website on-line and allows updates, news, new products, service offerings and other changes to be added to the website as required, eliminating the time and cost associated with using third-party website developers and programmers and giving full control of the content to the user.

Systematics Software is a leading supplier of **Information Systems Solutions** to the service, manufacturing and retail sectors. Working with a growing number of indigenous and international companies, Systematics Software helps companies achieve sustained business performance improvements through the selection and implementation of the most appropriate, cost-effective and reliable information management and enterprise support solutions for their immediate and future business needs.

Features and Functionality

- Self-managed content – images and text
- No IT or programming skills required
- Easy to use – WYSIWYG – What You See Is What You Get
- User friendly content-management interface
- Real-time updates
- Dynamic and/or random content on pages
- Unlimited section generation
- Customer Registration facility with contact/email details
- Customised 'Links' page
- Customer comments and Feedback
- Ongoing evolution of website functionality and features
- Unlimited Business hours Telephone Support
- Website User Group – support and development input

Business Benefits

- Create an online presence for your customers
- Enhance your business profile - locally and nationally
- Generate increased revenue through providing online information and knowledge to your clients
- Maintain a 'fresh' look to the site – encourages return visits
- Be found on the web – website is optimised for Internet Search Engines
- Create a shop-window for new products and special offers
- Publicise awards and business developments
- Respond quickly and professionally to local/national events
- Turn recurring online product/service offerings on, and off, easily
- Set up links to relevant industry websites
- Encourage customer feedback and loyalty with contact and newsletter options
- Lay the foundation for e-business opportunities for the future

Standard Content Management Website

Website-In-A-Box is a 'self-managed' product that allows businesses to produce a professional customised business website, requiring only the most basic computer knowledge.

It provides a business with a tool to develop website pages using WYSIWYG (What You See Is What You Get) and 'drag-and-drop' technology. This makes the site easy to maintain and manage even if the user has very limited computer experience.

The site is fully customisable for colours, logos, image banners, navigation bars etc. using the clients' existing images and graphics. A graphic design service can also be provided for clients who require additional images, logos or other graphics.

The standard site has provision for a maximum of ten pages, each based on a standard template and layout. The content of these pages, both text and images, will be managed by the client via the Content Management Module. There is also provision to display a randomly selected text-block or image each time the page is accessed. This will facilitate presentation of special events, news etc.

OPTIONAL ADDITIONAL MODULES

Website Marketing Campaign

Systematics Software provides a range of internet, e-business and website marketing consultancy services for our customers. We aim to ensure that customers' websites are easy to use and navigate, highly visible on the Web, and are optimised to generate higher ranking positions on the most popular search engines.

Web Marketing options and techniques for ensuring that websites appear prominently in search engines are constantly changing as new marketing opportunities are created and search engines modify their ranking rules and parameters.

To keep our customers up-to-date in this rapidly changing business, our range of Web Marketing Consultancy Services include:

- Review of Website from a marketing effectivity perspective.
- Measure effectiveness of website on Search Engines.
- Recommend marketing improvements to web pages in terms of content, keywords and other elements of the pages.
- Search engine optimisation.
 - Advise on techniques to improve page ranking.
 - Provide online marketing recommendations.
- Registration of sites on directories and other sites.
- Pay Per Click Campaign - promotion and advertising
 - Measure of effectiveness of Campaign.
- Optional as to whether Systematics Software implements the page changes on behalf of the customer, only available if Website-in –a-Box is your website software.
- Periodic Review of marketing of website (frequency is dependant on customer requirements).

System Requirements

Website-in-a-Box runs on a remote server hosted by Systematics Software, or one of our hosting partners.

The user will need to provide :

- A PC running Windows 98, Windows 2000 or Windows XP with Internet Explorer 6 installed.
- Internet access to an ISP (e.g. eircom), preferably via broadband.
- A phone-line (dedicated or shared) to provide the ISP connection, again, preferably a broadband connection

Set-up and Training

Comprehensive User Training is provided to ensure that all users are capable of operating the application and maintaining data on the site once the initial set-up is complete.

As part of the initial set up and training Systematics Software can upload existing website information or modifications, as required.

Training will be carried out at our premises in Clonmel.

Training comprises of 1-2 half-days sessions working on Website-in-a-Box.

Up to two users can be effectively trained at these sessions.

Costs - Website-in-a-Box

Website-in-a-Box Licence Cost

which includes:

- Website-in-a-Box Software Licence
- Website User Training
- Domain Registration and/or Transfer
- Five email accounts

Initial WIAB software licence	€ 2,250
Additional WIAB software licence	€ 1,250
Total cost for two licences purchased simultaneously	€ 3,500

**Rebuilding of existing websites (with existing content)
in Website-in-a-Box (WIAB)**

which includes:

- Site setup and layout
- Creation of site-map in WIAB
- Adaptations of current site design (where necessary)
- Transfer of all content – text and graphics
- Review and release of new site in WIAB

lynchandpartners.com – 35 pages € 975

divorceinireland.com – 19 pages € 575

Website Marketing Consultancy Cost €875

which includes:

- Overview of Statistics and initial monitoring.
- Optimisation of Website pages keywords and meta tags.
- Introduction and monitoring of internet marketing (Google Adwords Campaign)

Graphic Design **TBD**

We recommend that every website should have input from a Graphic Designer. Many companies express a preference for using their own Graphic Designer. Systematics Software can work with third-party Graphic Designers. Systematics Software can also provide a Graphic Designer upon request.

Annual Support Fee which includes:

€350 per site, per annum
(payable by direct debit)

- Website Hosting
- Annual Maintenance & Technical Support
- Unlimited Business hours Telephone Support
- WIAB Product updates

Fees will be invoiced:

€ 3,500 on placement of order.

€ 1,325 prior go-live of *lynchandpartners.com*

€ 925 prior go-live of *divorceinireland.com*

The websites will be setup on a local server awaiting Customer approval. Once the site is approved, and payment is received, the Website will be enabled live in the Internet.

All cost are shown exclusive of VAT, which will be charged at the appropriate rate.

Standard Terms and Conditions applying to all work undertaken by SYSTEMATICS SOFTWARE LIMITED

1. This Agreement covers only that work set out in the accompanying proposal and further work will be undertaken only on the basis of an agreement between the Client and Systematics Software Limited.
2. This proposal remains valid for a period of thirty days from the date of submission unless stated otherwise in the proposal.
3. Either party may cancel this Agreement by giving to the other written notice of thirty days. On termination, all outstanding costs must be paid over by the Client to Systematics Software Limited. Any such termination will be without prejudice to the accrued rights of either party. If any hourly job is cancelled after commencement, Systematics Software Limited will charge the client a proportion of the quoted price based on work completed to that point in time.
4. Fluctuations in costs arising from additional or alternate instructions or requests from the Client will initiate a revaluation of the project fees which will be subject to acceptance in writing by the Client before the additional or alternate work is undertaken. Any fluctuation in materials costs or in Systematics Software Limited standard rates of charges arising from increased labour costs which may arise after the Agreement has been entered into will entail corresponding adjustments in the project fees of which the Client will be notified in writing.
5. The Client will pay to Systematics Software Limited the fees and any additional costs arising under this Agreement as and when he will be invoiced by Systematics Software Limited. A credit period of thirty days will be allowed unless stated otherwise in the proposal. Should payment not be made within this period, then Systematics Software Limited will be entitled to terminate this Agreement in accordance with Condition 3. Systematics Software Limited reserves the right to withhold source code until invoices are paid in full.
6. Systematics Software Limited will keep records of its work on the Project and will as required and agreed deliver progress reports to the Client. The Client will not withhold any pertinent information necessary for the success of the project.
7. Systematics Software Limited will procure the signature of its Consultant on matters of confidentiality, intellectual property, copyright and loyalty where documentation in relation to same is furnished to Systematics Software Limited by the Client.
8. Reports submitted and information exchanged between the Client and Systematics Software Limited will be treated as confidential, except for the purposes of patent applications, and will not be reproduced or disclosed to third parties without the prior consent of both parties to the contract.
9. Title to all industrial or intellectual property arising from the Contract will belong wholly to Systematics Software Limited.
10. The property rights, copyright and trade secrets vested in all software products, upgrades, dual-media software, hard-copy or electronic manuals and documentation are vested in Systematics Software Limited, which reserves the right to use the software or material, or any part of it in other applications and for its own use. The software or material or any part of it shall not be used, reproduced, or disclosed to any person except in accordance with either an authorisation or a licence, both in writing, first obtained from Systematics Software Limited. No part of any software, or publication may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical photocopying, recording or otherwise, without the prior written permission of Systematics Software Limited.
11. In the event Systematics Software Limited performs web development services, the client acknowledges and will ensure that: (a) Systematics Software Limited receives a permanent credit on the site (including, without limitation, any alteration, modification or subsequent use of the site) which acknowledges Systematics Software Limited as the developer of the site; (b) Systematics Software Limited may claim credit in its own promotional material for the development of the site; and (c) the client will remove the credit within 24 hours of receiving a notice from Systematics Software Limited to do so. Unless otherwise agreed in writing, the credit received by Systematics Software Limited pursuant to this clause will be in the form of a line of text, 'Designed by www.ssw.ie' at the footer of each page of the site. This text will provide a permanent link to Systematics Software Limited's home page at www.ssw.ie.
12. In no event shall Systematics Software Limited or its suppliers be liable for any accidental, consequential, incidental or indirect damages of any kind (including without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or of the inability to use the software. In no event shall Systematics Software Limited's liability for any claims whether in contract, tort or other theory of liability exceed the purchase price of the subject products or services, unless such limitation of liability is otherwise prohibited by law.
13. The Client will indemnify and hold harmless Systematics Software Limited against any loss or damage sustained by the Client or any third party arising out of the subsequent use of any product or products developed by Systematics Software Limited.
14. The Client hereby agrees not to recruit, employ or otherwise utilise, directly or indirectly, any employee of Systematics Software Limited without the prior consent in writing of Systematics Software Limited either during the execution of this project or for a period of twelve months from the project completion. Should any such person become an employee (either full-time or part-time, directly or indirectly) of the Client, a minimum fee of 30% of annual salary will be paid to Systematics Software Limited.
15. Work done or services undertaken are subject to the above Terms and Conditions and all other conditions, warranties and representations, expressed or implied, are hereby excluded, unless confirmed in writing by a Director of Systematics Software Limited.
16. In the case of any dispute or difference between the parties to this Agreement then either of the parties may give notice in writing of such dispute or difference to the other and such dispute or difference will be referred to arbitration and to the final decision of an arbitrator to be appointed by agreement between the parties. The award of such arbitrator will be final and binding on both parties and he will determine by whom and to whom the costs of the dispute will be paid. No matter will be referred to arbitration which has already been debarred by Clauses 13 and 14 of the Terms and Conditions of the Agreement.
17. The expression "the Client" and "Systematics Software Limited" will include the successors and assignees of both parties.
18. This Agreement constitutes the entire agreement between Systematics Software Limited and the Client. No other understanding which modifies these terms will be binding unless made in writing and signed by both Systematics Software Limited and the Client. The validity, interpretation and performance of this Agreement will be governed in all respects by the Laws of the Republic of Ireland and the parties to this Agreement hereby submit to the exclusive jurisdiction of the Irish Courts.