



APPDRIVEN
MARKETING

"AFFORDABLE MOBILE APPS FOR BUSINESS"

Mobile App Proposal

prepared for

Representative: _____

Contact #: _____

Contact Email: _____

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AppDriven Marketing, Inc. is pleased to submit a proposal for the development of a mobile app to _____. The terms of this proposal are *valid for up to sixty days after being presented*.

INTRODUCTION

On behalf of AppDriven Marketing, Inc. I am happy to provide a mobile app proposal for _____.

AppDriven Marketing, Inc. is a provider of mobile apps specializing in innovative, engaging, and cost-effective mobile products for business. From iPad applications to HTML 5 applications AppDriven Marketing, Inc. addresses all major mobile devices currently in use. AppDriven Marketing, Inc. provides an easy way for customers to access information about _____ while they are mobile which will improve customer engagement.

AppDriven Marketing, Inc. will custom design and develop a distinct mobile friendly app with state of the art mobile features designed to increase customer interaction for _____.

Thank you for considering AppDriven Marketing, Inc. for your mobile app project. We are excited to work with you and are excited to bring some of our creative, innovative and strategic plans to your front door.

Sincerely,

AppDriven Marketing, Inc.

PROJECT OVERVIEW, OBJECTIVES, & SCOPE

PROJECT OVERVIEW:

This project is to provide a mobile app engineered to provide a dynamic and engaging experience for the mobile user. The app will provide useful tools and marketing information about _____ that will benefit the customer, enhance communication, and provide a presence on the one device that customers don't leave home without.

Our Content Management System (CMS) will allow you to edit and manage your native iPhone, iPad, and Android app online. Our easy to use and password secured CMS provides a perfect way to add coupons, send notifications, and update other dynamic information which is then available to the customer's mobile device.

OBJECTIVES:

AppDriven Marketing, Inc.'s mobile app proposal for _____ has the following objectives:

- Create an IOS/Android compatible mobile application which, once downloaded onto your customer's phone, will ...
 - Increase customer loyalty by having a presence on the customer's mobile smartphone (native apps)
 - Increase communication with your customers through dynamically updatable information functions.
 - Provide instant communication with your customers through unlimited push notifications.
 - Provide a convenient delivery method for discounts and coupons.
 - Increase social marketing opportunities through 'Tell My Friends' functions in the app which post to Facebook, Twitter, email, and SMS
 - Facilitate easily obtainable directions to your location through GPS functions.
- Create a mobile website to allow access to many mobile functions for non- IOS/Android mobile phones accessing your website. (note: not all mobile app features function on the mobile website version of the app)

SCOPE OF DESIGN OPTIONS TO INCLUDE:

NOTE: Accompanying 'Feature Selection Form' to be used for selection of features to be included in design.

- Full Design using existing brand and colors
- GPS Directions to give your customers turn-by-turn GPS directions to your business from anywhere in the world.
- One Touch Calling from inside your app. No numbers to save or remember
- Tell-A-Friend Feature to let your customers promote your business with built in sharing capabilities over e-mail, facebook, SMS and twitter.
- Business Information tables to allow easy navigation of your selected information (i.e. catering, menus, specials).
- An Around Us function that displays any points of interest on a map.
- Event Listings allows you to include all of your businesses events on the go.
- Contact Information: Give customers multiple ways to contact your business.
- E-mail photo feature allows customers to take or send a photo and e-mail it directly to your business.
- Native image gallery allows you to display images of your business in a beautiful image gallery optimized for iPhone and Android.
- Push notifications send messages to your mobile app customers whenever you'd like using our easy to use CMS.
- QR Coupons feature allows customers to redeem coupons at your business by scanning a specified QR code
- GPS Coupon feature creates mobile coupons for customers to unlock by "checking in" at your business. All configurable through the CMS
- Facebook and Twitter integration to connect with your customers through their favorite social media sites.
- Blog integration integrates your RSS feed to allow your users to quickly and easily read your blog posts.
- Stamp able loyalty coupon incentivizes return visits through repeated 'visit stamping'
- \$ MyEmma, Campaign Monitor Int., Constant Contact Int, Get Response Int. iContact, or MailChimp Integration all easily allows you to import contacts gathered from your mobile app into your email marketing campaign service.
- Podcast integration allows your users to listen to your podcasts on the go. (\$ production extra.)
- SoundCloud allows users to listen to any audio file you provide on their mobile device.
- \$ Shopping Cart Feature allows you to add and sell items through your mobile app via PayPal or Google Check out.
- Notepad Feature allows users to record text notes and email them to anyone at anytime.
- Voice Recorder Feature allows users to record voice notes and email them to anyone at anytime.
- \$ AdMob (Mobile Ads Feature) easily integrates ads into your app using the best mobile ad providers available.
- Flickr or Picasa feature displays images of your business directly from your Flickr or Picasa account.
- \$ WuFoo Integration allows you to easily create an appointment, order, feedback or contact form.
- Youtube integration allows you to display videos from your Youtube channel. (\$ production extra.)

Note: some features, marked with \$, involve additional fees.

QR CODES

AppDriven Marketing, Inc. will provide QR codes to simplify the process of loading the app on a customer's device.

- Creation of various QR codes for use in marketing materials and signage.
 - Can be included on door sticker, at checkout, in advertising, etc.
- QR codes will be provided in a JPEG file for easy reproduction in ads, signs, etc.

ANALYTICS

The analytics tab, located in the CMS console, provides the following data about your mobile apps.

- The number of users that utilize your app
- Track usage of buttons in the app.
- Track dollars spent on mobile commerce (applies to mobile commerce feature)
- Track appointments scheduled

CLOUD HOSTING

AppDriven Marketing, Inc. will provide full cloud hosting of mobile website, apps, and associated databases as part of this proposal's monthly cloud hosting fee.

MAINTENANCE/TECH SUPPORT

AppDriven Marketing, Inc. will provide maintenance and tech support as outlined below.

- Upgrades and updates required by periodic minor operating system upgrades.
 - Note: Major IOS and Android operating system upgrades may involve additional fees, which will require approval prior to implementation.
- Email based tech support will be provided on an unlimited basis.
- Phone based support will be limited to (3) 30-minute calls per month.





CLIENT TASKS

AppDriven Marketing, Inc. will require the following from _____ in order to produce the app design.

- Any available brand or style guides relating to existing logos, graphics, and colors.
- Any informational content, such as About Us items, Product info, etc. which are to be loaded into the informational tabs or mobile commerce (if applicable) of the app*.
- Existing graphics/sound/video files in ready to load digital formats.
- Credentials for Facebook, Twitter, blogs or other applicable services.
- Personnel committed to receive training on usage of the customer portal. Training to be provided electronically via our website.
- Ability to view and approve app progress stages within 3 business days of notification of their availability online.
- An informational document will be provided with this agreement to detail instructions for delivery of items listed as well as how to access the app preview function for review and approval procedures during production.

*Informational content will be loaded into app design with a maximum labor commitment of 3 hours. While being sufficient for most needs, excessive amounts of informational content may involve additional hourly charges. Alternatively, customer may choose to load remaining informational content after training.

PRICING SCHEDULE

	Bronze Level	Silver Level	Gold Level
One-Time Fee for initial app design	\$999	\$1699	\$2199
Monthly Fee	\$129	\$159	\$189
 	✓	✓	✓
	✗	✓	✓
Automatic Upgrades	unlimited	unlimited	unlimited
Email Support	unlimited	unlimited	unlimited
Management Portal To facilitate changes by owner	✓	✓	✓
Cloud Hosting	✓	✓	✓
Mobile Commerce with shopping cart 	✗	✗	✓
Support Incidents 30 min phone support	3 /mth	3 /mth	3 /mth
Push Notifications from Management Portal	unlimited	unlimited	unlimited
Locations Unique Geographic Locations	1-3	1-3	4-7

Pricing based on 12 month commitment. Call for pricing for more than 7 locations.

Plan Selection:

custom price: _____ initial and _____ monthly

Note: Custom price set based on :

NOTE: Prices do not include sales tax.

BILLING SCHEDULE

50% deposit establishes project start date and the remaining 50% is due upon submission of final app version to app stores. Payment can be via check or credit card.

Monthly Cloud Hosting fees will occur on a monthly schedule. A credit card billing form will be completed with this agreement for automated recurring billing of the Cloud Hosting fee.

TERMS & CONDITIONS

The client is responsible for making additional payments at normal hourly rates for changes requested by the Client that extend beyond the original scope of the project (as outlined in this document and the Feature Selection Form).

Upon approval of this agreement AppDriven Marketing, Inc. expects that the project will be completed in approximately 2 weeks. This depends greatly on the efficiency of receiving all the needed content and how fast the app previews are approved.

Terms and Conditions as outlined at our website address of <http://www.appdriven.net/terms-of-service.html>, a copy of which is attached, are incorporated and accepted below.

Approvals:

Steve Powers
President
AppDriven Marketing, Inc.
Date: _____

Owner

Date: _____

AppDriven Marketing, Inc. Terms Of Service

By using the www.appdriven.net website, the customer portal, and all services of AppDriven Marketing, Inc., (collectively "Service"), you are agreeing to be bound by the following terms and conditions ("Terms of Service").

AppDriven Marketing, Inc. reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, are subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at: <http://www.appdriven.net/terms-of-service.html>

Violation of any of the terms below will result in the termination of your Account. While AppDriven Marketing, Inc. prohibits such conduct and Content on the Service, you understand and agree that AppDriven Marketing, Inc. cannot be responsible for the Content posted on the Service and you nonetheless may be exposed to such materials. You agree to use the Service at your own risk.

Account Terms

- You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.
- You are responsible for maintaining the security of your account and password. AppDriven Marketing, Inc. cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
- You are responsible for all Content posted and activity that occurs under your account (even when Content is posted by others who have access to your account).
- You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

Limitations of Service

AppDriven Marketing, Inc. will configure and submit for publishing an app using a software-as-a-service model, which will be approved by you prior to being made available to the general public via the appropriate app store outlets. The purpose of the app will be to provide a conduit of client communication through push notifications, promotional content, and loyalty promoting functions. You understand that the app and its functions will only be available to those clients that choose to download it to their mobile device. AppDriven Marketing, Inc. does not make any explicit or implied guarantee to increase or improve the quality of your customer base, business income, retail traffic, or online presence. AppDriven Marketing, Inc. will provide a 'customer portal', which will allow alteration of the contents of the app by you, at your direction. By entering into this agreement, you agree and understand that the updating of this 'in-app' content by you will be of great importance and will impact the usefulness and relevance of the app to your clients. By entering into this agreement, you understand that in order for the app to be downloaded by your clients that it will require promotion to raise their awareness of the app, which will be performed and underwritten by you. AppDriven Marketing, Inc. will provide recommendations on methods to increase your client's awareness of the app but implementation of these recommendations will be at your discretion and expense and will not guarantee to provide any increase in download rate. AppDriven Marketing, Inc. will provide QR codes, which will link to the download function provided by the appropriate app store for your app. Your implementation of these QR codes in promotional materials and/or advertising will be at your discretion and expense. You understand that the content of the app will be hosted on an internet based server and therefore will make the functioning of the app dependent on the client mobile device having a reliable and sufficient connection to the internet.

Payments and Refund Terms

A valid credit card is required.

There will be no refunds or credits for setup fees, partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account.

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties.

AppDriven Marketing, Inc. will use commercially reasonable efforts to have the application approved by the appropriate mobile platform provider. Although there is a high likelihood of approval, we do not and cannot guarantee acceptance. If the appropriate mobile platform provider denies your application you may cancel your account.

Cancellation and Termination

You are solely responsible for properly canceling your account.

Account cancellation requests submitted by email or phone will not be honored. In order to cancel your account, you must request cancellation in writing to our business address. Cancellations by phone or sent to any email address will not be considered valid.

All of your Content will be deleted from the Service upon cancellation. This information cannot be recovered once your account is cancelled.

If you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately and you will not be charged again.

AppDriven Marketing, Inc., in its sole discretion, has the right to suspend or terminate, with written notice, your account and refuse any and all current or future use of the Service, or any other AppDriven Marketing, Inc. service, for any reason at any time. Such termination of the Service will result in the deactivation of your Account or your access to your Account, and the forfeiture and relinquishment of all Content in your Account.

AppDriven Marketing, Inc. reserves the right to refuse service to anyone for any reason at any time.

100% Satisfaction Guarantee Terms

Every effort will be made by AppDriven Marketing, Inc. to provide customer satisfaction. However, if for whatever reason you are unsatisfied with your mobile application within the first month of service, AppDriven Marketing, Inc. guarantees to refund the first month of service and terminate your contract time commitment with no questions asked. AppDriven Marketing, Inc. is backed by a 100% satisfaction guarantee.

This guarantee does not apply to months after a full month of service has passed and only applies to the initial month of service with AppDriven Marketing, Inc..

Modifications to the Service and Prices

AppDriven Marketing, Inc. reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with 30 day notice.

AppDriven Marketing, Inc. shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

From time to time, AppDriven Marketing, Inc. may issue an update to the AppDriven Marketing, Inc. application, which may add, modify, and/or remove features from the application. These updates may be pushed out automatically, although AppDriven Marketing, Inc. will do everything in its power to notify you in advance of an upcoming update, including details on what the update includes.

Copyright and Content Ownership

We claim no intellectual property rights over the material you provide to the Service. Your profile and materials uploaded remain yours. However, by having AppDriven Marketing, Inc. create your mobile application, you agree to allow others to view and share your Content. AppDriven Marketing, Inc. does not pre-screen Content, but AppDriven Marketing, Inc. and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service.

AppDriven Marketing, Inc. does utilize third party service companies to create and host apps provided by AppDriven Marketing, Inc. References in this document to 'Service Provider' will represent AppDriven Marketing, Inc. and it's third party service companies. Provisions referencing copyrights and trademarks will apply to owners of the copyright or trademark.

Service Provider may copyright the look and feel of the Service. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements without express written permission from Service Provider.

Service Provider may make certain software available to you through the Service. If you download or otherwise use the software from the Service, the software, including all files and images contained in or generated by the software, look and feel, HTML/CSS, visual design elements, and accompanying data (collectively, "Software") are deemed to be licensed to you by Service Provider for your personal and noncommercial use only. Service Provider does not transfer either the title or the intellectual property rights to the Software, and Service Provider retains full and complete title to the Software as well as all intellectual property rights therein. You may not sell, redistribute, or reproduce the Software, nor may you decompile, reverse-engineer, disassemble, or otherwise convert the Software to a human-perceivable form.

You grant Service Provider a license to use the materials you post through our Services. By posting, downloading, displaying, performing, transmitting, or otherwise distributing user content to the Service Provider, you are granting Service Provider, its affiliates, officers, directors, employees, consultants, agents, and representatives a license to use user content in connection with the operation of Service Provider, its affiliates, officers, directors, employees, consultants, agents, and representatives, including without limitation, a right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat user content. You will not be compensated for any user content. By posting user content through our Service, you warrant and represent that you own the rights to the user content or are otherwise authorized to post, distribute, display, perform, transmit, or otherwise distribute user content.

When accessing or using the Services, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Services is at all times governed by and subject to laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or content in violation of any party's copyrights, trademarks, patents, trade secrets, or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property, and you shall be solely responsible for any violations of any laws and for any infringements of any intellectual property rights caused by any content you provide, post, or transmit, or that is provided or transmitted using your user name or user ID. The burden of proving that any Content does not violate any laws or intellectual property rights rests solely with you.

All Service Provider content included on its site, its Software, and through the Service is the property of it's owners and is protected by U.S. and international intellectual property laws. All Service Provider content, Software, code, HTML/CSS, and visual design data is copyright 2013 Service Provider.

General Conditions

Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis.

You authorize the Service Provider to use, reuse, and to grant others the right to use and reuse, your Content, and any reproduction or simulation thereof, in any form of media or technology now known or hereafter developed, both during and after your use of the Services, for any purposes related to the Service

You understand that Service Provider uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.

You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, or any other Service Provider services.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Service Provider.

We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Service Provider customer, employee, member, or officer will result in immediate account termination.

You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You must not upload, post, host, or transmit unsolicited email, SMSs, or "spam" messages.

You must not transmit any worms or viruses or any code of a destructive nature.

Service Provider does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.

You expressly understand, agree and indemnify Service Provider from being liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Service Provider has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.

The failure of Service Provider to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Service Provider and govern your use of the Service, superseding any prior agreements between you and Service Provider (including, but not limited to, any prior versions of the Terms of Service).

In no event shall AppDriven Marketing, Inc. liability to you exceed the amount actually paid to AppDriven Marketing, Inc. by you during the preceding 12 months.

Contact Us

Questions about the Terms of Service should be sent to info@appdriven.net