



PROPOSAL

Overview

To provide more usability to the Adrian Empire's data management, a web portal will be created to connect to the existing database that is currently only accessible through a desktop application that is mobile device friendly. This will enable administrators to manage data on any device or operating system. It will replicate and simplify current functionality. Service will be provided after release for up to a year.

Objectives

- 1. Web Portal:**
Users will be able to access data through a password protected web browser.
- 2. User Interface and Design:**
The website will be easy to use and visually appealing.
- 3. Data Validation and Security:**
Administrators will be able to enter to edit data based on their roles and privileges.

Phases

- 1. Design:**
Development of project architecture (REST api).
- 2. Development:**
Creation of web front end.
- 3. Testing:**
Addition of Validation and Feedback to Web front end

Summary

Investment
\$11,000

Time to Completion
5 months

Phases
4

Milestones and Payments

Milestone	Task	Reporting	Week
Start	Proposal Changes/Updates	Plan Approval	Day 1
Meeting	Discuss details, update plan, accept proposal		
	Payment	\$2000	
Phase 1	Design	Project Start	Weeks 1-3
1.1 1.2 1.3	Analysis of current system Develop project architecture Formalize plan of work	Plan of Work	
	Payment	\$2000	
Phase 2	Development	Development	Weeks 3-6
2.1 2.2 2.3	User Interface Mockups Create visual components Database queries and output		
	Payment	\$2000	
Phase 3	Testing	Project Approval	Weeks 6-10
3.1 3.2 3.3	Test roles and permissions Deploy to testing server Revisions and bug fixes	Functional test application	
Meeting	Final Review		
	Payment	\$2000	
Release	Maintenance and Load Testing		Week 11-13
	Go Live - 30 days to fix bugs		
Phase 4	Support (1 year up to 5 hours/month, after that hourly rate \$150 tax included)		
	Final Payment	\$3000	Week 15

Name (Print)

Sign

Date

Proposed Functionality

A REST API will be crafted to abstract away the business logic of the data updates from the presentation logic of the front-end. The REST API will include an OAuth endpoint for standardized user access control. The REST API will include a Swagger endpoint in order to facilitate future interoperability.

The front-end will be an Angular SPA. This will allow for snappy responsiveness and make it easy to separate the data concerns to the back-end API.

MySQL Database (existing)

REST API (new)

OAuth endpoint

Chapter Endpoint

Member Endpoint

Knighthoods Endpoint

Awards Endpoint

Rolls Endpoint

Points Endpoint

Reports Endpoint

User Endpoint

System Administrators

Steward Users

Chancellor Users

Sovereign of Arms Users

Rolls Users

Marshal Users

Angular UI (new)

Login Screen

Chapter Master/Detail edit screen

Member Master/Detail edit screen

Knighthoods

Awards

Rolls Master/Detail edit screen

Rolls creation wizard

User Admin Screen

Administrators

Chancelor Users

Rolls Users

Steward Users

SoA Users

Marshal Users

Service Agreement

1. Subscription Agreement

This Subscription Agreement is made on _____ (the "Effective Date") between LLC., and The Adrian Empire, Inc. **Term:** This Agreement Begins On The Effective Date And Will Continue Until Terminated (The "Term").

2. **Grant of License to Access and Use Service.** Company hereby grants to Customer, including to all Customers's Authorized Users, a non-exclusive, non-sublicensable, non-assignable, royalty-free, and worldwide license to access and use the service (the "Service") solely for Customer's internal business operations in accordance with the terms of this agreement and the Company's online terms of use.

3. Support Services

1. **Initial Support.** For the 12 month period beginning on the Effective Date, and at Company's expense, Company will provide Customer with
 1. telephone or internet based support during Company's normal business hours for up to 5 hours a month in order to help Customer correct problems with the Software, and
 2. further telephone or internet-based support available past that at a rate of \$150/hour.
2. **Renewed Support.** After the initial 12 month support period, The Adrian Empire, Inc may elect to renew LLC's support services for additional 12 month periods, at Company's then-current service rates.

4. Service Levels

1. **Applicable Levels.** LLC shall perform the Services so as to meet or exceed the service levels listed in the applicable Statement of Work (the "Service Levels").
2. **Errors in Services.** On The Adrian Empire, Inc's notice of any errors or omissions, LLC shall provide The Adrian Empire, Inc with information and adjustments in the Services for any errors or omissions in the Services.
3. **Delays in Services.** LLC shall use reasonable efforts to avoid and remedy in delay in the Services.

5. **Data Protection.** LLC shall implement appropriate safeguards to prevent unauthorized access to, use of, or disclosure of the Protected Information.

6. **Confidentiality Obligations.** The parties continue to be bound by the terms of the non-disclosure agreement between the parties, dated _____.

7. **Customer Restrictions.** Customer will not:

1. distribute, license, loan, or sell the Software or other content that is contained or displayed in it;
2. modify, alter, or create any derivative works of the Software;
3. reverse engineer, decompile, decode, decrypt, disassemble, or derive any source code from the Software;
4. remove, alter, or obscure any copyright, trademark, or other proprietary rights notice on or in the Software;

5. Upload, Post, Reproduce Or Distribute Any Information, Software, Or Other Material Protected By Copyright, Privacy Rights, Or Any Other Intellectual Property Right Without First Obtaining The Permission Of The Owner Of Such Rights.

8. Termination

1. **Termination on Notice.** [The Adrian Empire, Inc](#) may terminate this agreement for any reason on 30 days' notice to .
2. **Termination for Material Breach.** Each party may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if
 1. the other party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and
 2. the failure, inaccuracy, or breach continues for a period of 30 days' after the injured party delivers notice to the breaching party reasonably detailing the breach.
3. **Termination for Failure to Pay.** Company may terminate this agreement with immediate effect by delivering notice of the termination to [The Adrian Empire, Inc](#) if [The Adrian Empire, Inc](#) fails to pay the monthly Service Fee within 30 days of date of service.

9. Effect of Termination

1. Pay Outstanding Amounts. Customer shall immediately pay to Company all amounts outstanding as of the date of, and any amounts outstanding as a result of, termination.

10. Indemnification

1. **Indemnification by Company.**
 1. **Indemnification for Infringement Claims.** Company shall indemnify Customer against all losses and expenses arising out of any proceeding
 1. brought by a third party, and
 2. Arising out of a claim that the service infringes the third party'S intellectual property rights.
2. **Notice and Failure to Notify**
 1. **Notice Requirement.** Before bringing a claim for indemnification, Customer shall
 1. notify Company of the indemnifiable proceeding, and
 2. deliver to Company all legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceeding.
 2. **Failure to Notify.** If the Customer fails to notify Company of the indemnifiable proceeding, Company will be relieved of its indemnification obligations.
3. **Exclusive Remedy.** Customers' right to indemnification is the exclusive remedy available with respect to a claim of indemnification.

11. Limitation on Liability

1. **Mutual Limit on Liability.** Neither party will be liable for breach-of-contract damages suffered by the other party that are remote or speculative, or that could not have reasonably been foreseen on entry into this agreement.
2. **Maximum Liability.** Neither party's liability under this agreement will not exceed the fees paid by under this agreement during the 12 months preceding the date upon which the related claim arose.

12. General Provisions

1. **Entire Agreement.** This agreement represents the entire understanding between the parties with respect to its subject matter and supersedes any previous communication or agreements that may exist.
2. **Amendment.** This agreement can be amended only by a writing signed by both parties.
3. **Assignment.** Neither party may assign this agreement or any of their rights or obligations under this agreement without the other party's written consent.
4. **Notices**
 1. **Method of Notice.** The parties will give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid to the address that a party has notified to be that party's address for the purposes of this section.
 2. **Receipt of Notice.** A notice given under this agreement will be effective on
 1. the other party's receipt of it, or
 2. if mailed, the earlier of the other party's receipt of it and the fifth business day after mailing it.
5. **Governing Law.** This agreement will be governed, construed, and enforced in accordance with the laws of the State of [Colorado](#), without regard to its conflict of laws rules.
6. **Severability.** If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.
7. **Waiver.** The failure or neglect by a party to enforce any of rights under this agreement will not be deemed to be a waiver of that party's rights.
8. **Force Majeure.** A Party Will Not Be Liable For Any Failure Of Or Delay In The Performance Of This Agreement For The Period That Such Failure Or Delay Is
 1. beyond the reasonable control of a party,
 2. materially affects the performance of any of its obligations under this agreement, and
 3. could not reasonably have been foreseen or provided against, but
 4. will not be excused for failure or delay resulting from only general economic conditions or other general market effects.