‹TriDigital›INC

Consulting Proposal for
ONStor Inc.

09.29.08
TriDigital, Inc.

Proposal Overview

This proposal outlines a consulting arrangement with ONStor Inc. for user interface design and development, web application performance enhancements and wizard development.

Proposal details are enumerated under the three headings:

▶ *Work Items and Expectations*
▶ *Budget Table*
▶ *Position, Estimates and Compensation*

A standard TriDigital *Contract* is also attached.

▶ Work Items and Expectations

ONStor Inc. would like TriDigital to redesign their existing NAS Cluster Manager. "Ease of use" is the driving motivation but also application performance and additional wizards are desired to improve user experience for ONStor's customers. TriDigital will work closely with Andrew Sharp (Senior Architect) to design a simple and attractive user panel interface that will resonate with the target audience. The cluster manager and the wizards must be very easy to navigate; perform adequately, be user friendly and have a professional "look & feel".

TriDigital is an Internet Service Company focused on professional design and development. TriDigital services include graphic design, Web and database programming, hosting, search engine optimization, E-commerce projects, project management, marketing and corporate identity work.

TriDigital has provided technically similar services to a long list of satisfied clients. (See http://www.tridig.com for a current client list).

TriDigital assures professional results.

Usability and Standards

TriDigital, Inc. adheres to web industry standards supported by the top web browsers. Web standard governing bodies include the World Wide Web Consortium (http://www.w3.org/) and the Web3D Consortium (http://www.web3d.org/).

TriDigital has been building websites for over a decade and our team is very experienced. We have evaluated all available Internet technologies and we continue to track the latest software tools and incorporate them as appropriate. Our thorough testing platform includes Windows XP/Vista and Mac OS X on browser platforms including Netscape Navigator, Internet Explorer, Safari and Firefox.

TriDigital's code is developed to ensure sustainability and ease of maintenance. Most web development application software tends to add unnecessary bulk to a web page slowing down the user experience; as such, TriDigital developers "hand code" and keep the HTML very sparse and clean so page size is minimized and page viewing is faster. These clean pages are also much easier to maintain going forward. We use Cascading Style Sheets - CSS (http://www.w3.org/Style/CSS/) to ensure format consistency across web pages. This removes formatting and style details from the individual pages, making them easier to edit and maintain.

TriDigital is well known for our professional, user-friendly website designs and clean programming. We keep the client, as well as the end-user, in mind at all phases of the design and development process. On many occasions, we encourage clients to rethink decisions made that may benefit themselves but burden the end-user. While we have very fast turnaround on website and code maintenance, we also encourage our clients to take responsibility of their code upon completion.

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▶ Budget Table – Phase 1 – Cluster Manager UI

	Work Items		Time Est. (hrs.)
Section (pg.)	Description	Notes:	
Cluster Manager User Interface	• Design 2-4 mock-ups to present different options of "look & feel" of the most important panel pages • Remove frames if possible • Main target: Administrators that use the cluster manager • Incorporate feedback and cycle mock-ups back to client		8-10
Performance	• Develop and execute code that will locate bottlenecks in the existing system. Ideal scenario is to spend time "profiling" in order to find the worst performance areas in order to effectively estimate time to complete suggested enhancements in Phase 2		6-8
Navigation	• Review existing navigation and rate each item for effectiveness of the terminology and relative placement in user interface. • Develop a complete sitemap of all navigation and sub navigation items. (visual picture of the control panel) • Review with client and structure a recommended navigation scheme including a few "mock-ups" of navigation buttons for visual understanding.		6-8
Call-outs	• List tasks that users use most often and discuss relative priority of these items. • Show a few mock-ups of how those areas could be "call-out" buttons on the main control panel page		2-3
Wizards	• Make a list of wizards with desired objectives of each (or get from client). • Create one model wizard to assist in budgeting hours for the rest • Detail out steps for each wizard in user terms vis-à-vis the desired functionality.		4-5
Project Management	• Calls, meetings, design reviews, schedule reviews, etc. • Redo proposal/budget for Phase 2 (no charge)		5-6
Total	• Estimated Hours		31-40

▶ Budget Table – Phase 2 – Cluster Manager UI

	Work Items		Time Est. (hrs.)
Section (pg.)	Description	Notes:	
Cluster Manager User Interface	• Implement UI changes recommended in Phase 1		TBD
Performance	• Implement Performance changes recommended in Phase 2		TBD
Testing	• Test each page against checklist for fonts, spelling, HTML syntax, browser compatibility, etc.		1-2
Project Management	• Calls, meetings, design reviews, schedule reviews, etc.		TBD
Links	• Include help links throughout pages • Include links to wizards where appropriate		1
Page download times & overall consistency	• **Design all sections to make EACH page load quickly (<40K) • Implement CSS for text consistency • Include appropriate titles and comments throughout		--

▶ Budget Table – Phase 3 – Wizards

	Work Items		Time Est. (hrs.)
Section (pg.)	Description	Notes:	
Wizards	• Write up budget tables for each wizard recommended in Phase 1		TBD
	• Implement Wizards		TBD

▶ Position, Estimates and Compensation

Position

Independent consultant performing specific website work agreed to and specified in *Work Items and Expectations*.

TriDigital requires active participation from the client in order to assure that all aspects of the creation of the services provided are well understood. This helps us maintain focus on the most important contract completion requirement:

Successfully meet the client's overall goals

Estimates

To keep within budget, review cycles need to be very efficient with quick turnaround times and expedient resolution of issues.

Budget ESTIMATES
- ▶ Section 1 = 31-40 hours ($3720.00-$4800.00)
- ▶ Section 2 = TBD hours

For budget estimates, an assumed average bill rate amount of one-hundred twenty ($120) dollars per hour is used. These are ONLY ESTIMATES. Billable hours will show as detailed line items on monthly invoices.

Compensation

Deposit:
The ONStor Inc. website will be designed and developed as a trade agreement. Details of the trade agreement will be documented separately.

Monthly Invoices:
Detailed invoices are mailed monthly. Payments are due upon receipt. Payments not received within 30 days will be subject to a monthly 2.0% late fee.

Maintenance, Training & Additional Consulting:
Work performed by TriDigital is billed at an hourly rate.

Business Expenses:
All out-of-pocket expenses such as travel/mileage, postage, copies and phone/fax are incremental to the fee stated above and will be billed back to the client with no additional mark-up fee. Business expenses will be reviewed up front and in writing.

CONSULTING CONTRACT

THIS AGREEMENT made and entered into as of this 29th day of month, September, 2008, by and between **ONStor Inc**, a California Organization having a principal place of business at 254 East Hacienda Ave. Campbell, CA 95008 (hereinafter "Client") and **TriDigital, Inc**., a California Corporation at PO Box 620807, Redwood City, CA 94062 (hereinafter "Consultant"). This proposal is valid for a period of 60 days from the closing date.

Whereas Consultant has certain experience in the development of websites and logos is willing to provide services for Client; and

Whereas Client desires to have Consultant provide services upon the terms and conditions set forth in the attached proposal.

Now, therefore, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows.

1. **Services.** Consultant agrees to perform for Client the services listed in the Consulting Proposal, attached hereto as Exhibit A. Such services are hereinafter referred to as "Services." The services to be rendered hereunder shall be performed by the Consultant, but such services may be subcontracted or otherwise performed by third parties on behalf of Consultant without the prior written permission of Client, provided, however, that in the event Consultant elects to use a subcontractor to perform Services under this Agreement, Consultant shall be responsible for the performance of all obligations performed by such subcontractor to the same extent as if such Services were performed by Consultant. Moreover, Client agrees that Consultant shall have reasonable ready access to Client's staff and resources as necessary to perform the Consultant's services provided for by this contract.

2. **Rate of Payment for Services.** Client agrees to pay consultant for Services in accordance with the schedule contained in the Consulting Proposal, attached hereto as Exhibit A. Client also agrees to pay a non-refundable deposit equal to 25% of the lowest budget figure at the time of proposal acceptance.

3. **Billing.** Client shall pay the amounts agreed to herein upon receipt of invoices that shall be sent by Consultant on a monthly basis.

4. **Termination.** Consultant's services hereunder may be terminated at any time upon written notice to Consultant by Client or to Client by Consultant

5. **Restrictions on Employment.** Client agrees that, while performing Services under this Agreement, and for a period of one year following completion of any Services specified on a mutually agreed Consulting Proposal incorporated herein and made part of this Agreement, Client will not, except with Consultant's written approval, solicit or offer employment to Consultant's employees or staff engaged in any efforts under this Agreement.

6. **Applicable Law.** This Agreement shall be construed in accordance with the laws of California.

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7. **Additional Work.** After receipt of a written or verbal order that adds to the Services, Consultant may, at its discretion, take reasonable action and expend reasonable amounts of time and money based on such order, provided that Consultant delivers written or verbal notice of these actions within 24 hours of the commencement thereof. Client agrees to pay Consultant for such action and expenditure based on the specific services rendered. Such rates shall remain in effect until the earlier of (i) completion of the initial Services provided hereunder and specified on Exhibit A, or (ii) three months from the date of this Agreement Except as specified in the preceding sentence, Consultant reserves the right to change its billing rates upon thirty (30) days prior written notice to Client.

8. **TriDigital Link.** Client shall authorize TriDigital to place a small text link at the bottom of the website home page. The text shall read, "Website design by TriDigital Inc."

9. **Confidentiality.** Consultant will keep all Client content and business information in strict confidence and Consultant will not, except with Client's written approval, disclose any information under this Agreement.

10. **Intellectual Property Rights.** Consultant retains all right, title and interest in and to any Consultant know-how, techniques, software programming ideas, concepts, design rules, trade secrets, files, database, works of authorship, devices, programming conventions or code, including but not limited to HTML, JavaScript and CGI Scripts, (collectively, "Consultant Technology"), and any derivative works thereof, created prior to or during the course of providing Services under this Agreement. Except to the extent any Consultant Technology is embedded in deliverables provided during the performance of Services ("Deliverables"), Consultant hereby assigns to Client all right, title and interest in and to any Deliverable created by Consultant. By way of illustration only, Client shall retain all right, title and ownership in and to all final versions of graphics, database structure and content and Web content provided as part of the Services. Any Deliverable which qualifies as a "work made for hire" under the U.S. Copyright laws shall be owned by Client. Client shall have a perpetual, royalty-free, nonexclusive right to use Consultant Technology to the extent embedded in any Deliverable. To the extent a Deliverable contains proprietary or confidential information of Client, Consultant shall not obtain or retain ownership or use rights of any kind to said proprietary or confidential information. Upon completion of the Services and payment by Client, Consultant shall deliver to Client a disk containing all of the final work product associated with the Services, including, without limitation, the website designed by Consultant for Client.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

_____   _____
Andrew Sharp – Senior Architect   Sherry L. Smith - CEO
ONStor Inc.   TriDigital, Inc.