CUSTOM DEVELOPMENT DEPARTMENT | COMMERCIAL PROPOSAL

JISR Connected Commerce and Distribution Platform

From checkout to cash - one operational system

PREPARED FOR	**Distribution Center Partner**
PREPARED BY	**Facilis-AI Inc. - Custom Development Department**
REGISTERED ADDRESS	**710 Lakeway Drive, Suite 200, Sunnyvale, CA 94085**
PROPOSAL DATE	**21 July 2026**
COMMERCIAL MODEL	**Implementation + managed service + 2% platform fee**
VALIDITY	**30 calendar days**

RECOMMENDED ENGAGEMENT

$20,000 implementation + $1,000/month + 2% of Net Delivered GMV

A 36-month growth partnership that reduces upfront cost while aligning Facilis-AI's economics with the customer's successful sales.

Facilis-AI Inc. | https://e-commerce-proposal.facilis.ai | support@facilis.ai

1. Executive proposal

Facilis-AI's Custom Development Department proposes to implement and operate JISR, an Arabic-first commerce and distribution platform that connects online ordering, inventory, warehouse execution, delivery, cash-on-delivery custody, reconciliation, affiliate attribution, and management reporting in one controlled operational flow.

The recommended commercial structure deliberately reduces the initial implementation fee. In exchange, Facilis-AI receives a modest platform fee tied only to successfully delivered and non-returned sales processed through JISR.

COMMERCIAL RECOMMENDATION

2% aligns both parties around delivered revenue

The customer avoids a large upfront software investment. Facilis-AI remains accountable for a stable, maintained JISR platform and participates only when the operation successfully delivers sales.

Business outcomes

- One authoritative order journey from customer checkout through warehouse release, delivery, COD collection, and settlement.
- Real-time inventory visibility with controlled reservation, picking, packing, dispatch, and returns.
- Offline-capable driver workflows with delivery evidence and safe synchronization.
- A COD custody ledger showing who holds cash, what is payable, and what remains unreconciled.
- Affiliate enrollment, referral attribution, commission rules, and payout visibility.
- Arabic-first operational screens and management dashboards for daily decision-making.

Success measures

Area	Go-live outcome
Order control	Every accepted order has a traceable state, owner, and history.
Inventory	Stock movements and reservations reconcile to the warehouse journal.
Delivery	Every attempt records status, timestamp, driver, and evidence.
COD	Collected cash, carrier custody, merchant payable, and platform fees balance.
Operations	Authorized staff complete core tasks without developer intervention.

2. Solution scope

The implementation covers the minimum production-ready capabilities needed to operate one distribution center and one commerce channel. Configuration will favor maintainable platform modules over customer-specific forks.

Commerce and customer experience

- Responsive Arabic-first storefront with product discovery, cart, checkout, customer accounts, and order tracking.
- Product catalogue, variants, pricing, promotions, customers, sales channels, and order management.
- Cash on delivery as the initial payment method, with extension points for future payment providers.

Warehouse and inventory

- Stock locations, inventory availability, reservations, receipts, adjustments, transfers, and audit journal.
- Pick lists, packing confirmation, shipment preparation, exception handling, and controlled release to carriers.
- Cycle-count support and operational inventory reports for one distribution center.

Delivery and COD

- Driver assignment, route workload, delivery attempts, proof of delivery, rejection reasons, and returns-to-center.
- Offline event queue for driver actions with unique event identifiers and safe reconnect synchronization.
- COD collection, carrier custody, handover, settlement, variance, and reconciliation reporting.

Affiliate and distribution network

- Affiliate enrollment and approval, referral links or codes, attribution, commission rules, and commission ledger.
- Operational visibility into attributed orders, delivered value, payable commissions, and payout status.
- Role-based access for administration, warehouse staff, delivery operations, finance, and affiliates.

Reporting and controls

- Daily dashboards for orders, inventory, warehouse progress, delivery status, COD custody, and exceptions.
- Exportable operational reports, traceable event history, and user activity logs for critical actions.

- Baseline monitoring, backup, recovery, and production health checks.

Initial operating envelope

Dimension	Included baseline
Warehouses	1 distribution center
Commerce channels	1 primary storefront
Internal users	Up to 25 named users
Drivers	Up to 15 active drivers
Order volume	Up to 5,000 orders per month at launch
Languages	Arabic-first with English support where agreed

3. Delivery plan and phases

The target delivery period is 16 weeks from kickoff, assuming timely access to process owners, sample data, and acceptance decisions. The plan uses short build-and-review cycles so operational staff see working software throughout delivery.

#	Phase	Timing	Primary outputs	Exit gate
0	Mobilization	Week 1	Kickoff, governance, environments, data and access checklist	Mobilization accepted
1	Discovery and blueprint	Weeks 1-2	Process mapping, roles, states, reports, backlog, solution blueprint	Blueprint signed off
2	Commerce foundation	Weeks 3-5	Catalogue, storefront, checkout, customers, order orchestration	End-to-end test order
3	Inventory and warehouse	Weeks 6-8	Reservations, stock journal, picking, packing, shipment release	Warehouse scenario passed
4	Delivery and COD	Weeks 9-11	Driver workflow, offline queue, proof, cash custody, reconciliation	COD scenario balanced
5	Affiliates and reporting	Weeks 12-13	Attribution, commission ledger, dashboards, exports, permissions	Reporting accepted
6	UAT and go-live	Weeks 14-16	Migration, training, UAT, cutover, production launch	Go-live approval
7	Hypercare	30 days	Production monitoring, defect correction, adoption support	Hypercare closure

Phase working method

- Facilis-AI demonstrates completed workflow increments at least every two weeks.

- Customer process owners review demonstrations and provide consolidated feedback within three business days.
- Acceptance is based on documented scenarios and agreed requirements, not subjective preference changes.
- Any new requirement is assessed through change control before it affects scope, price, or schedule.

Implementation payment milestones

Milestone	Share	Amount
Contract signature and mobilization	20%	$4,000
Solution blueprint approval	20%	$4,000
Commerce and warehouse demonstration	25%	$5,000
Delivery, COD, affiliate, and reporting demonstration	20%	$4,000
Production go-live	15%	$3,000
Total implementation fee	100%	$20,000

4. Testing, acceptance, and launch

Testing is embedded in every phase. Facilis-AI will maintain a traceable acceptance set covering the operational flows that are material to revenue, inventory, cash, and customer service.

Acceptance scenarios

1. Customer places a COD order; stock is reserved; the warehouse picks and packs; the carrier accepts custody; the driver delivers; cash is collected; and the settlement ledger balances.
2. Delivery is rejected or fails; reason and evidence are captured; goods return to the center; stock and COD exposure are corrected without duplicate events.
3. Driver loses connectivity, completes authorized actions offline, reconnects, and synchronizes without duplicated delivery or cash events.
4. Affiliate referral is attributed to a delivered order; commission becomes payable according to the agreed rule; a return reverses the payable amount.
5. An authorized manager can reconcile inventory, orders, delivery outcomes, COD custody, and affiliate liabilities using platform reports.

Acceptance procedure

1. Facilis-AI provides the release candidate, acceptance scripts, and known-issue register.

2. The customer completes UAT using nominated process owners and realistic sample data.
3. Blocking defects are corrected and retested. Non-blocking improvements enter the managed backlog.
4. The customer provides written acceptance or a consolidated defect list within five business days.
5. If no response is received within five business days after a completed demonstration, the milestone is deemed accepted unless a material defect is documented.

Launch readiness

Readiness area	Required condition
Data	Approved catalogue, opening inventory, users, drivers, and affiliate records loaded
People	Admin, warehouse, delivery, finance, and support users trained
Operations	Cutover, rollback, escalation, and cash reconciliation procedures agreed
Technology	Production monitoring, backup, access control, and domain settings verified
Commercial	Implementation milestone payments current and managed-service billing active

5. Commercial model

RECOMMENDED OFFER

$20,000 implementation + $1,000/month + 2% Net Delivered GMV

The transaction component applies only to qualifying sales processed through JISR. The commercial term is 36 months from production go-live.

Item	Commercial term	Billing basis
Implementation	$20,000 one-time	Paid against the five delivery milestones
Managed platform	$1,000 per month	Starts at production go-live; invoiced monthly in advance
Platform fee	2% of Net Delivered GMV	Calculated monthly; invoiced in arrears
Initial term	36 months	Reflects the discounted implementation investment
Additional development	$65 per hour	Only after written change authorization
Third-party services	At cost or direct billed	Cloud overages, messaging, maps, domains, carriers, payment services

Definition of Net Delivered GMV

Net Delivered GMV means the merchandise value of orders processed through JISR that are successfully delivered and remain non-returned, measured after product-level discounts.

Included: successfully delivered merchandise value and confirmed COD deliveries.

Excluded: cancelled orders, failed deliveries, rejected orders, returns, refunds, VAT or sales tax, shipping charges, gratuities, and transactions not processed through JISR.

Returns or refunds confirmed after monthly invoicing will be credited against the following month's platform fee. The platform's operational ledger will be the primary calculation record, subject to reasonable reconciliation against customer financial records.

Illustrative first-year economics

Annual Net Delivered GMV	2% platform fee	Setup + monthly	Year-one total
$250,000	$5,000	$32,000	$37,000
$500,000	$10,000	$32,000	$42,000
$1,000,000	$20,000	$32,000	$52,000
$2,000,000	$40,000	$32,000	$72,000

Illustrations are not a revenue forecast and exclude applicable taxes and third-party service costs.

Development subsidy protection

The reduced implementation fee represents a $25,000 commercial subsidy compared with the standard fixed-fee implementation. If the customer terminates for convenience before the end of the initial term, the following development recovery charge applies:

EARLY TERMINATION FORMULA

Recovery charge = $25,000 less cumulative platform fees already paid

The recovery charge will not be less than zero. It does not apply where the customer terminates for an uncured material breach by Facilis-AI.

6. Managed service and maintenance

The monthly managed-platform fee protects operational continuity and keeps the platform supportable. It is not an unlimited feature-development retainer.

Included services

- Managed production hosting allowance for the agreed operating envelope.

- Monitoring, backups, dependency updates, security patches, and routine operational maintenance.
- Incident triage, defect correction, and release management for supported JISR components.
- Up to 12 hours per month for support, minor configuration, reporting assistance, and small improvements.
- Monthly platform health and operations review with open incidents, capacity, and improvement priorities.

Service levels

Priority	Definition	Acknowledgement	Response objective
Priority 1	Production unavailable, or material risk to cash or inventory	2 business hours	Continuous effort during support hours
Priority 2	Major workflow impaired with no reasonable workaround	4 business hours	Target workaround within 2 business days
Priority 3	Limited defect, question, configuration, or cosmetic issue	1 business day	Planned into a normal release

Operational targets

- Target monthly availability: 99.5%, excluding planned maintenance, customer-caused incidents, and third-party outages.
- Planned maintenance: normally communicated at least two business days in advance.
- Backup objective: daily production backup, with retention appropriate to the hosting plan.
- Recovery objectives: target RPO of 24 hours and target RTO of 8 hours for covered platform components.
- Support window: Sunday through Thursday, 09:00-17:00 Cairo time, excluding public holidays, unless upgraded by agreement.

Not included in monthly maintenance

- New major modules, significant workflow redesign, or customer-specific product development.
- Physical warehouse equipment, connectivity, printers, scanners, driver devices, or local network support.
- Fees or failures of carriers, messaging providers, maps, payment providers, tax services, or other third parties.
- Data correction caused by unauthorized access, customer procedures, or changes made outside approved interfaces.

7. Governance and responsibilities

Successful delivery requires accountable representatives on both sides. Each party will nominate one delivery lead with authority to consolidate feedback and approve day-to-day decisions.

Area	Facilis-AI	Customer
Solution and delivery plan	Responsible	Consulted and approves
Platform implementation and testing	Responsible	Provides operational scenarios and UAT
Catalogue and opening data quality	Provides templates and validation	Responsible for complete, accurate source data
Process decisions and policy	Advises on system implications	Responsible and approves
Training	Provides train-the-trainer sessions	Ensures staff attendance and adoption
Hosting and supported application	Responsible	Provides authorized contacts and escalation
Devices, connectivity, premises, and carrier operations	Advisory only	Responsible
Regulatory, tax, employment, and accounting compliance	Implements agreed platform behavior	Responsible for professional advice and approvals

Governance cadence

- Weekly delivery meeting during implementation.
- Fortnightly working-software demonstration during build phases.
- Decision log for material scope, policy, data, and integration decisions.
- Monthly service review after go-live.

Change control

A change request will describe the requested change, operational rationale, effort, price, schedule impact, and acceptance criteria. Work begins only after written authorization by both delivery leads. Defects against agreed acceptance criteria are not change requests.

Data and reporting transparency

- Monthly Net Delivered GMV and platform-fee statement produced from the JISR ledger.
- Customer access to order, return, refund, delivery, COD, and affiliate records relevant to invoicing.
- Reasonable annual reconciliation or audit right, with confidentiality protections and no access to other customers' data.
- No platform fee on qualifying exclusions documented in Section 5.

8. Assumptions, exclusions, and commercial terms

Key assumptions

- The initial implementation supports one legal operating entity, one distribution center, and one primary storefront.
- The customer provides consolidated requirements, process owners, sample data, and UAT decisions according to the delivery plan.
- Existing source data is available in mutually agreed spreadsheet or export formats and does not require extensive cleansing.
- Carrier integration is limited to agreed workflows or file/API capabilities available during discovery. Material custom carrier integrations require separate estimation.
- The initial production operating envelope is up to 5,000 orders per month. Higher sustained volume may require infrastructure repricing.

Commercial terms

Term	Position
Proposal validity	30 calendar days from proposal date
Currency	United States dollars; local-currency invoices use the agreed invoice-date conversion basis
Payment terms	Due within 15 calendar days of invoice
Taxes	Prices exclude VAT, withholding, customs, and other applicable taxes
Intellectual property	Facilis-AI retains the JISR platform, source code, reusable modules, and generic improvements
Customer rights	Non-exclusive right to use the hosted service during the active agreement
Customer data	Customer retains ownership of its business data; export provided subject to payment and contract terms
Confidentiality	Mutual protection of non-public commercial, technical, operational, and customer information
Warranty	60-day correction period for reproducible defects against agreed acceptance criteria
Final agreement	Subject to execution of mutually acceptable master services and data-processing terms

Explicit exclusions

- Customer-specific source-code ownership, exclusivity, or unrestricted on-premise deployment.
- Accounting certification, tax advice, legal advice, or regulatory approvals.

- Payment processing charges, carrier fees, messaging fees, maps usage, domains, and physical equipment.
- Historical data migration beyond the agreed opening balances and active operational records.
- Features not expressly listed in the approved solution blueprint.

9. Next steps and proposal acceptance

This proposal is intended to establish the commercial and delivery framework. Final commencement remains subject to contract execution, initial payment, and completion of the mobilization checklist.

1. Confirm commercial acceptance of the $20,000 implementation, $1,000 monthly service, and 2% Net Delivered GMV structure.
2. Nominate customer executive sponsor, operational lead, finance lead, and UAT representatives.
3. Execute the service agreement and data-processing terms.
4. Pay the $4,000 mobilization milestone.
5. Schedule kickoff and begin the 16-week delivery plan.

DECISION REQUESTED

Approve the growth-partnership commercial structure

Upon acceptance, Facilis-AI will issue the final contract pack, mobilization checklist, and kickoff schedule.

Proposal acknowledgement

The signatures below acknowledge commercial intent and authorize preparation of the definitive agreement. They do not replace the definitive agreement unless expressly stated in writing.

For the Customer	For Facilis-AI
Name: ________________________________	Name: ________________________________
Title: _________________________________	Title: _________________________________
Signature: _____________________________	Signature: _____________________________
Date: _________________________________	Date: _________________________________

Facilis-AI - Custom Development Department | Delivering the JISR platform.