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Estimate/Confirmation Contract

Assignment Description

Date: March 21, 2008

Client: OWASP

Job Number/Description: OWASP Member/Attendee Kit Production Costs

Delivery Date & Medium: to be determined

Payment Terms: Last page of contract

Conference Attendee Tote Bags

(to hold Tshirt, Welcome Letter/card, DVD, Sticker, Pen, (4) Books) Pending size of book sleeve, we can get totes and bags to house the Individual and Corporate Member Kits. **Please advise which units you like and the quantity needed and I will furnish quotes.**

A: Large Expandable Carry Case

Material: Polypropylene

Color: Frosted Blue-Blue, Red-Red, Clear w/ White Trim, Clear w/ Black

Trim Size: W 15 1/2" x H 11 3/4" x D 5 1/2"

Imprint Area: 6" X 4"

Weight: 0.84 lbs



B: Document Case w/ Handle

Material: Polypropylene

Color: Translucent Blue, Clear, Green, Purple, Yellow

Size: W 12 1/2" x H 9 3/4" x D 3" Imprint Area: 6" X 4"

Weight: 2.67 lbs



C: Executive 2-pocket carry case with 3" gusset

Satin Finish resists scratches. Two 1.5" Pockets inside.

Heavy Duty Canvas stitched sides for Durability.

Secure Lock Closure. All edges are sewn for a professional Look.

Stylish handle for portability.



Please see next page



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D: Translucent Tote

Translucent part of bag is made of frosty PVC, the bottom of bag is made of polyester. Recyclable.

Item Size: 11" W x 14 3/4" H x 5 1/2" D

Max Imprint Area: 4 1/2" W x 4 1/2" H



E: Clear Backpack

This is a clear PVC backpack made of .3mm PVC.

Measures 12"W x 15" Tall x 4" gusset.

The imprint area is 6"W x 4"H and is positioned above the front pocket.

It comes in clear with royal blue trim or clear with black trim.



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Membership Cards

While the overall strategy has been that we'd like a high quality plastic member card imprinted with unique member ID code, the quantities to start are prohibiting us from being able to cost-effectively and logistically produce. The best bet would be to produce a heavy card stock with many cards on one A4 sheet - kiss cut or perforated so that you can run the sheet through your printers to inkjet the member code, then punch out the cards out of the A4 sheet. We could also provide you with a laminator, although I remember reading that the laminated card stock approach was not thought highly of by the team. Please let me know your thoughts on the above and below the printing cost for the Member Card "Shells":

Printing:

A4 size

100# Cover

4 color process

one side

6-up member cards yields 350 sheets

350 quantity: \$ 552**

Die for perforation: \$ 150

**We may be able to get a better price

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Welcome Letter/Card

One idea for this letter is to make it a circle card, enhancing your brand/logo. I'm quoting this large circle and then a standard letter (A4).

Printing:

2-color letterhead: A4, Ultimate White

500 quantity letters: \$ 190

1,000 quantity letters: \$ 215

or

Diecut 7" Circle Card: 4 color process two sides, 120# gloss cover stock

500 quantity: \$ 1,006

800 quantity: \$ 1,079

Freight and courier billed at final invoice. Thank You.

Please see next page

Terms**1. Fee Schedule**

Upon estimate/contract approval, the estimated 1/3 of the estimated project cost will be invoiced. This initial payment is necessary, in order for work to commence. Any additional time and expenses, courier/freight, and sales tax will be billed at the final invoice.

2. Time for Payment

All invoices are payable upon receipt. A 1 1/2% monthly service charge is payable on all invoices unpaid after 30 days.

3. Default in Payment

The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

4. Estimates

The fees and expenses shown are minimum estimates only. Final fees and expenses shall be shown when invoice is rendered. Estimated fees may vary +/-10%. The Client's approval shall be obtained for any increases in fees or expenses that exceed the original estimate by ten percent (10%) or more.

5. Changes

The Client shall be responsible for making additional payments for changes requested by the Client in original assignment. However, no additional payment shall be made for changes required to conform to the original assignment description.

6. Expenses

The client shall reimburse the Designer for all expenses arising from this assignment, including the payment of any sales taxes due on this assignment. Please see the attached invoice for said expenses.

7. Cancellation

In the event of cancellation of this assignment, ownership of all copyrights and the original artwork shall be retained by the Designer, and a cancellation fee for work completed, based

on the contract price and expenses already incurred, shall be paid by the Client.

8. Ownership and Return of Artwork

The Designer retains ownership of all original artwork, whether preliminary or final, and the Client shall return preliminary/not purchased artwork within thirty (30) days of use unless indicated otherwise. After purchase, ownership transfers to client.

9. Credit Lines

The Designer and any other creators shall receive a credit line with any editorial usage. If similar credit lines are to be given with other types of usage, it must be so indicated.

10. Releases

The Client shall indemnify the Designer against all claims and expenses, including reasonable attorney's fees, due to uses for which no release was requested in writing or for uses which exceed authority granted by a release.

11. Modifications

Modification of the Agreement must be written, except that the invoice may include, and the Client shall pay, fees or expenses that were orally authorized in order to progress promptly with the work.

12. Uniform Commercial Code

The above terms incorporate Article 2 of the Uniform Commercial Code.

13. Code of Fair Practice

The Client and the Designer agree to comply with the provisions of the code of Fair Practice, a copy of which may be obtained from the Joint Ethics Committee, P.O. Box 179, Grand Central Station, New York, New York, 10017.

14. Warranty of Originality

The Designer warrants and represents that, to the best of his/her knowledge, the work assigned here-under is original and has not been previously published, or that consent to use has been obtained on an unlimited basis;

that all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that the Designer has full authority to make this agreement; and that the work prepared by the Designer does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the Client or others may make of the Designer's product which may infringe on the rights of others. Client expressly agrees that it will hold the Designer harmless for all liability caused by the Client's use of the Designer's product to the extent such use infringes on the rights of others.

15. Limitation of Liability

Client agrees that it shall not hold the Designer or his/her agents or employees liable for any incidental or consequential damages which arise from the Designer's failure to perform any aspect of the Project in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of the Designer or a third party.

16. Dispute Resolution

Any disputes in excess of \$_____ (maximum limit for small claims court) arising out of this Agreement shall be submitted to binding arbitration before the Joint Ethics Committee or a mutually agreed upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgement may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney's fees, and legal interest on any award of judgement in favor of the Designer.

16. Acceptance of Terms

The signature of both parties shall evidence acceptance of these terms.

Consented and Agreed to:

CLIENT'S AUTHORIZED SIGNATURE, TITLE

DATE

CLIENT'S PURCHASE ORDER/TRACKING NUMBER

LXSTUDIOS SIGNATURE

Deb Brewer

DATE

March 21, 2008