Estimate/Confirmation Contract

Assignment Description

Date: March 21, 2008   **Client:** OWASP

Job Number/Description: OWASP Book Sleeve/Box Production

Delivery Date & Medium: to be determined   **Payment Terms:** Last page of contract
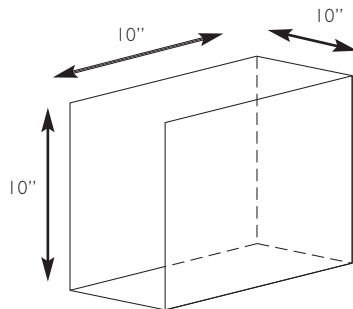
Book Sleeve/Box Production

10X10X10 slip case on 80 point chip board to hold **6-7 books**. Four color printing wrapped around box. *If this sleeve is too big we can make it smaller, it will just hold less books. We could give members more than one sleeve if that is a better solution.*

Traditional Square

1,000 quantity: $ 14.05 each

Die cost: $ 345.00

10"   10"

10"

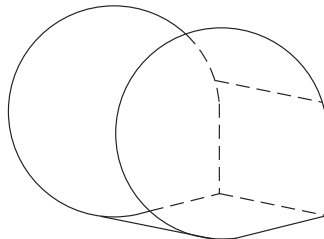*Box format will need to be determined, we may need to add small front flap for box strength*

Round

1,000 quantity: $ 23.55 each

Die cost: $ 782.00

Box format will need to be determined, we may need to increase the height of the back panel for box strength.

_____

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 neces- sary, 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 th 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 pre- pared 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 extend 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 per- form 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 $_____ (maxi- mum 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, rea- sonable 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:

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CLIENT'S AUTHORIZED SIGNATURE, TITLE   **DATE**

_____

CLIENT'S PURCHASE ORDER/TRACKING NUMBER

_____

LXSTUDIOS SIGNATURE   **DATE**

Deb Brewer   March 21, 2008

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