



LXstudios inc.
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Estimate/Confirmation Contract

Assignment Description

Date: March 21, 2008

Client: OWASP

Job Number/Description: OWASP Book Cover Series and Book Sleeve Design

Delivery Date & Medium: to be determined

Payment Terms: Last page of contract

Book Cover Series Design

Goal: Brand OWASP Viral Publications to

- 1) communicate OWASP identity, philosophy, personality and passion to the industry**
- 2) increase professionalism, reputation; create unified presence**
- 3) functionally organize/deliver content via cover structure**

Design Development/Layout OWASP Brand Identity Book Cover Series; Layout 3 book covers in series identifying levels of quality "Release", "Beta", Alpha; 4th in series is "Bundle" - let's discuss if this bundle would need its own identity or if it could be packaged in book sleeve; Image Research; Concept yields 3-4 ideas for presentation; Revisions; Production/Mechanicals - deliver high resolution book cover PDF files for OWASP implementation (through LuLu); Fee includes first 6 books; Project Management: \$ 5,600

Additional book cover high resolution PDF files, estimated: \$ 325 (text and/or color revisions only)

Materials, proofs, storage media: \$ 150

Please see next page



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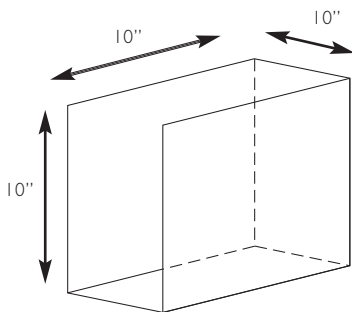
Book Sleeve/Box Design

Goal: Create brand-strong packaging for publications

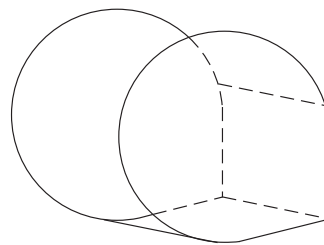
- 1) create **OWASP Book Sleeve design leveraging Book Series Cover; OWASP identity**
- 2) **houses publications together and creates OWASP shelf space in reader's office**
- 3) **communicate OWASP identity, philosophy, personality and passion to the industry**
- 4) **increase professionalism, reputation; create unified presence**

Book cover concept application to Box Sleeve; Box sleeve design construction; Prepare Mechanical files for box production; prepare graphic files for printed graphic wrap; Proof reviews; Project Management: \$ 3,360

Materials, proofs, storage media: \$ 105



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



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 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 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 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 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 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