

STANDARD TERMS & CONDITIONS

SERVICES TO BE PERFORMED

Kartouche shall design and produce for Client the project as specified in the Project Description. The stated cost is a best estimate based upon the anticipated time necessary to complete services during normal working hours. If an hourly rate is quoted, the final cost will be based on the actual number of hours required. Any work beyond the scope of the proposal or performed due to unusual deadlines or as a consequence of Client not providing information, materials or approval in a timely manner shall result in additional charges.

TERMS OF PAYMENT

A non-refundable deposit of 1/3 the estimated total cost is due upon Client's acceptance of the rates and terms, before work begins. A second payment of 1/3 the estimated total (as adjusted, if necessary) is due upon Kartouche's delivery and Client's acceptance of the first draft or proof, unless otherwise specified in the Project Description. The (adjusted) balance is due upon completion of the project. Kartouche shall invoice Client for the second and third installments, payable upon receipt, and past due payments shall be subject to late fees of 1.5% per month from date of invoice. Kartouche may also suspend work on the project or other projects for Client and/or retain electronic files and Client's materials without penalty pending receipt of payment due.

Client shall reimburse Kartouche for any out-of-pocket expenses directly attributable to the project, plus a handling fee of 15%, and for automobile travel at the rate established by the IRS plus 50¢ per mile. Kartouche shall use its best efforts to work within stated budgets, but shall not be liable if actual expenses exceed budgets.

If the project is cancelled, Client shall pay Kartouche for all work completed and any expenses incurred to date of termination, plus a cancellation fee of 10% of the remaining estimated project cost. Kartouche retains ownership of all copyrights.

The charges described do not include taxes. If Kartouche is required to pay any federal, state or local sales, use, property or value-added taxes based on the services provided, the taxes shall be separately billed to Client. Client agrees to pay any tax that may be assessed on audit of Kartouche's tax returns.

GRANT OF RIGHTS

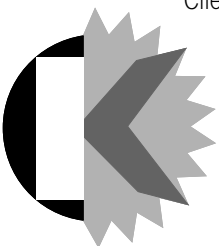
Upon receipt of payment in full at the completion of the project, the final composite version becomes the property of Client, and Kartouche shall retain ownership of all preliminary concepts, sketches, designs, plans, components (including logos, branding marks, taglines, templates, etc. developed by Kartouche), and computer files produced for Client, unless specifically stated otherwise in the Project Description. Kartouche may use samples or reproductions of the finished project for exhibition, publication or promotional purposes. Kartouche reserves any rights not expressly transferred, and any usage beyond that granted to Client shall require payment of a mutually agreed upon additional fee.

A copyright or credit line shall be included in the finished piece or pieces, or as specified in the Project Description.

RELEASES

Client shall obtain all necessary copyright permissions and releases for materials included in the project.

Client shall indemnify Kartouche (and its employees and subcontractors) against all claims and expenses, including reasonable attorney's fees, due to Client's failure to obtain such permissions or releases.





RESPONSIBILITIES

Kartouche has the sole right to control and direct the means, manner and method by which the services required by the Project Description will be performed and may, in its sole discretion, engage subcontractors to provide such services. Client specifically grants Kartouche the right to act on Client's behalf to give instruction, in a supervisory capacity, to third parties (such as photographers, service bureaus and printers) for the purpose of fulfilling the Project Description. Client agrees to be bound by any terms and conditions, including credits, with respect to reproduction of materials provided by third parties.

Client shall pay all fees and expenses arising from its provision of materials to Kartouche in a form or quality unsuitable for the intended use or reproduction. Kartouche shall take reasonable precautions to safeguard original and confidential materials and information provided by Client; Kartouche shall not be liable, however, for any loss or damage other than on account of willful neglect or gross negligence. Kartouche shall return original materials to Client within 30 days of project completion and payment in full.

Client shall have the opportunity to proofread and review the project before printing/fabrication/installation/uploading/etc., and Client's approval (or waiver of review) indicates acceptance of the work as correct and complete. Kartouche assumes no responsibility for errors or omissions discovered after Client's acceptance of work.

Upon request, Client shall provide Kartouche samples of any printed or manufactured piece, or images of installed pieces, or similar representation as applicable.

LEGAL STATUS

There is no partnership relationship between Client and Kartouche, and neither party has authority to enter into contracts on the other's behalf. These terms & conditions will be governed by the laws of the state of Georgia. The parties agree to try to resolve any dispute first through mediation, and any costs and fees (other than attorney's fees) associated with the mediation shall be shared equally. If any legal action is necessary to enforce these terms & conditions, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses in addition to any other relief.