

Date: Oct 15, 2014

Statement of Work “SOW” and Agreement. Laddawn, Inc.

Table of Contents

IMPORTANT NOTE:	2
Introduction	2
Scope of Project	3
Budget Package 1. SaaS, including Using 3 rd party components and subscriptions.	4
Budget Package 2. Enterprise, excluding using 3 rd party components and subscriptions.	4
Budget Package 3. Enterprise-hosted, including using 3 rd party components and subscriptions..	5
1. Beta Version of the Design Tool	5
2. RELEASE 1.0 OF THE WEBSITE	6
3. QUALITY ASSURANCE	6
Additional Information & Related Expenses for all budgets	6
Timeliness	6
Intellectual Property	7
Best Efforts	8
Non-Disclosure Agreement	9
Standard Terms Agreement	11
1. Point of Contact:	11
2. Deadlines:	11
3. Content:	11
4. Design	12
5. Ownership:	12
6. Fees and Payments.	13
7. Mock Ups.	13
8. Changes	13
9. Client Responsibilities.	13
10. Timing	13
11. Performance.	14
12. Maintenance.	14
13. Delivered Goods.	14
14. Larger custom projects:	14
14. Server Licenses:	14
Software Package selected:	15



**Attention: Jim Maloy
Laddawn, Inc.
155 Jackson Road
Devens, MA 01434-5614**

Re: Web site design

Dear Tom and Jim,

Amazing Print Tech ("APC" or "Licensor") is pleased to provide Laddawn, Inc. (the "Client") with a Statement of Work "SOW" estimate and a licensing agreement to modify the design online interface.

Requirements:

As agreed in our conversations, understanding the scope we had to produce the wireframes and the project plan & estimate for **Custom Designer**.

IMPORTANT NOTE:

We plan to have all **Conversations & Development Phases reviews and meetings using telephone, email, project management systems and conference call software**. If a face to face meeting is needed and requested than Client should be providing the budget to cover transportation, accommodation and all other expenses related to the meetings. None of these are part of the budget if they are not mentioned separately within the scope & contract. Minimum requirements are air-fare from and to **Toronto, Canada**. If we need to bring to the meetings programmers and/or designers from our European Offices (**London-UK, Paris-France, Rome-Italy and Bucharest-Ro**) we will advise in advance and obtain customer's approval prior. For air-fare & accommodation the Client is responsible for booking as well as payment. For hours of consultation & work-on-site an invoice will be issued at the end of the meetings summarizing the agenda, the tasks and the time needed to complete them. The invoice is due in **7 days from the meeting**.

Introduction

Amazing Print, Corp. (APC) welcomes the opportunity to work with **Custom Designer**. Our initial understanding of this project includes creating custom plugins and implementing the design for a new website, setup and configuration of a new site with functions listed clearly in this document. The project details are outlined in more detail in the scope section below and will be amended in written for every phase.

APC is a global organization that specializes in optimized design, marketing optimization and ROI, and superior technology solutions. With a diverse team and extensive array of skills available, APC is able to provide services for both large and small organizations. And with a focus on a long term partnership with our Clients, we are motivated to provide superior support and service at every step of the way. With any size product or introduction of new technology, the basis of success is always measured by the providers' ability to manage the tasks at hand. APC manages all projects with proven methodology mixed with personal attention. Each request is assigned to our team of professional programmers, designers and IT specialists whom are fully managed by our team project managers.

Beyond the initial scope of any of our projects comes our continuing support and ongoing managed services. Turn-key services allow us to not only develop specific solutions for our clients but allow our clients to expand at any rate with the confidence that we have the support capabilities to compensate. Our managed solutions are both cost effective and efficient for our clients by eliminating the need for additional internal IT employees or other third-party providers.



Scope of Project

APC will customize a design tool, stand alone, based on latest technologies allowing visitors to design and place orders of bags (Products) customized to their needs.

This Design Tool or Designer will have ability for an integration with a shopping cart solution (via API) and some of the parameters the Designer will use will be available via XML or DB connections on the same machine. NO 3rd Party API connection external to the customer's server will be provided as an option.

Phase I. Within the Designer these are the "needs" & "must haves" from here now on called deliverables:

- Product Type Select (to be able to select different bags Poly Bag / Reusable etc) (from XML or DB connection)
- Category Select (from XML or DB connection)
- Attributes selection : Size / Color (from XML or DB connection)
- Printing Options (Add Section in Screen 1)
- Image Uploader
- Image Quality Detector
- Image Placement on scaled bag
- Image Color Composition Calculator (max is 4 color process – and ability for 4 spot colors)
- Image Manipulation (resize / rotate / zoom / scale / z-index) (presented as toolbar on selection)
- Text Manipulation
- Pick Your Design Functionality (screen 3 last option in radio options)
- Name your Design Functionality (saving all known parameters, selections as templates at user lever for reuse)
- Order Output vector image (XML schema save file type)
- Order Output PDF at 300 DPI
- Order Save FTP for PDF
- Rules JS
- Draggable JS
- Matrix Display JS (inches between image repeat) (display this in screen 2 where we have random repeat)
- Admin managed predefined templates (display this in screen 2 where we have registered printing)
- Quoting via form imputed values in conjunction with the XML or DB connection

Phase II - Programming/Development

- Image Output Parameters (size / percentage of coverage calculator / number of colors)
- Image Admin Management (for Stock Image Gallery)
- Image history on each process / action from the tool
- Extra information saved on xml (or database) for image re-manipulation
- Server side delayed/cron re-manipulation process (generating the final print ready order file)

Phase III- Administration

- Image Output selection of a single pdf with two files (front and back) or a two pdfs (one file for front and one for back)
- Ability to do color separation as a PDF output (i.e. 4 different channels on CMYK or separate channels for all pantone colors)
- Ability to Send PDF in a close cropped version of the design without the full canvas
- Ability to reuse close cropped design as a stand-alone asset outside of final composed image
- Pantone color wheel as well as the CMYK color spectrum wheel
- Design Ruler Grid and snap to grid ability
- Image Library upload of own clipart in administration



- Ability to specify in the checkout xml to include every aspect of the design option (i.e. size, colors, number of image used, text typed in, font used, image source, image name, etc.)
- Ability to set up 1/4" bleeds and 1/4" safe areas for where the coverage of image is as an option

NOT INCLUDED:

- It won't be our responsibility to produce the tabs "Saved Items" / "Order History" / "Saved Carts" / "Cart Content", as it is assumed that we are connecting into Client's ordering system.
- Client ability to add, edit, delete content within the site
- Data migration, synchronization or export with or from 3rd parties
- Connection to a 3rd party image libraries

Phase IV - Optional (Not included) reordering and lookup plus responsiveness Administration

- Admin order management to be able to reorder based on a customer call simple interface where the same order can be placed on a different output size (non client facing interface)
- Session for managing customer images per account (client facing API handled)
- Save the PDF with a token used to identify the order and reuse the images (token present in the file outside the crop areas)
- Responsiveness of the layout (2 resolutions available based on predefined layouts)

Phase IV will add extra 21 Biz days to previous timeline including development and testing @ \$70/hr = \$11,760 as well as a proportionate yearly maintenance fee.

Fees and Expenses

A number of factors influence the time expended on any project. Consequently, total fees will be a combination of:

- Work fees
- Related direct expense
- 3rd party plug in components

It is anticipated that work fees would be incurred as follows:

Budget Package 1. SaaS, including Using 3rd party components and subscriptions.

Description	Fixed Costs = \$24,900
Software as a Service, on customized Programming	
<ul style="list-style-type: none"> • APC to host, APC to support • APC to update • APC to patch • APC to backup • APC to pay for font licenses (i.e. Arial/Times New Roman) • Optional APC to pay for image licenses (i.e. Fotolia) • APC to drag along any future updates for imaging engines (PDF, preflight, upload) • APC to take care of SSL encryption where needed in application (Includes 1 set of changes and modifications)	
	Monthly Fees
	\$1,500 + (\$5 optional per order if Fotolia option selected)

Budget Package 2. Enterprise, excluding using 3rd party components and subscriptions.

Description	Fixed Costs \$29,500 (excluding 3 rd party fees)
Enterprise license, hosted on Client's servers, on customized Programming	
<ul style="list-style-type: none"> • Client to host • Client to backup • Client to pay for font licenses (i.e. Arial/Times New Roman) • Client to pay for image licenses • Client to pay for PDF rendering licenses (estimated \$3,000) • Client to take care of SSL encryption where needed in application 	



If client is paying support yearly fees

- APC to support up to 1 hour per month
- APC to update remotely semiannually
- APC to patch remotely semiannually
- APC to drag along any future updates for imaging engines (PDF, preflight, upload)

Annual 18% Support Fees \$5,310/year**If client is not paying support yearly fees**

- APC to provide support at \$500 per hour with a \$100 per instance minimum

Budget Package 3. Enterprise-hosted, including using 3rd party components and subscriptions.**Description****Fixed Costs = \$30,900 (including 3rd party fees)****Enterprise license, hosted on Client's servers, on customized Programming**

- 3rd party chosen by APC to host
- 3rd party chosen by APC to backup
- APC to pay for font licenses (i.e. Arial/Times New Roman)
- APC to pay for PDF rendering licenses
- Client to pay for image licenses
- APC to drag along any future updates for imaging engines (PDF, preflight, upload) (if client is paying support yearly fees)
- Client to take care of SSL encryption where needed in application
- APC to support up to 1 hour per month
- APC to update remotely semiannually
- APC to patch remotely semiannually

Mandatory 24% Annual Support + Hosting Fees \$7,416/year**Extra support fees**

- APC to provide support at \$500 per hour with a \$100 per instance minimum

Note: This estimate is based on information gathered through our discussions with the Client to date. Moving forward, if Client's requirements change throughout the process or if new projects are required, APC will supply estimates for any work outside the scope of the above-noted projects.

Retainer

A retainer of 50% must be paid prior to the commencement of this project and due within 5 days of signing. The balance of 25% plus expenses must be paid upon the 90 days and prior to the release for beta testing. The final balance of 25% prior to the release of all final artwork and training of administrative functions, and prior to launch.

Scope of Work

The Statement of Work (SOW) format herein is only meant to be a guide and is not necessarily all-inclusive; as such, contents should be tailored to the requirement.

Deliverables**1. Beta Version of the Design Tool**

In the next phase the Design Tool will be reviewed and validated for consistency and functionality. Responsibilities of the Quality Assurance (QA) team are to detect any deviation from the quality procedures and ensure all requirements and specifications are properly considered and met. Any errors and bugs are detected and fixed; all required changes will be made to ensure compliance with the requirements. After the system passes successfully rigorous tests and is approved by the QA department,



Beta Release is provided to the client. Beta Release is deployed in the final environment at the client's side (demo URL) for additional test and review within a certain period as specified in the Project Plan at earlier phase. During this stage APC will gather feedback from the Client's staff and conduct final testing and debugging based on the appropriate feedback. The approved and accepted Beta Release evolves into the Final Release and the project implementation phase proceeds with the Final 1.0 Release Delivery stage.

2. RELEASE 1.0 OF THE WEBSITE

The Final Release delivery phase spans all activities on the new Website delivery and deployment. After the final modules are installed, configured, and launched at the deployment site, follow-up activity for close monitoring of the Website performance is included to provide immediate response to the issues and ensure the Client's complete satisfaction. During this phase, APC transfers appropriate knowledge, conducts comprehensive training to the Client or Client's personnel and provides final technical/user documentation on the delivered Website, if requested. APC transfer refers to just these deliverables:

- 2.A. - code runs on a server (either APC or Client)
- 2.B. - how to use the tool
- 2.C. - how to alter parameters from admin perspective.

It will not include training on programming techniques, how to program, how to change, remove or add code.

3. QUALITY ASSURANCE

In order to discover early errors, the Quality Assurance Department, along with the programmers, performs unit tests after the completion of code programming and uploading. Individual classes are tested within each unit level to assure reliability and functionality. Eventually, the testing builds up until all implemented Website components are used for system testing, where it must pass through functional testing, performance testing, and stress testing to ensure that all requirements are satisfied.

Additional Information & Related Expenses for all budgets

Digital photography will be supplied by Client, or if required, APC will source out images and stock photography for the site on behalf of the Client.

In addition to fees, the Client shall be responsible for all pre-approved expenses incurred by APC on behalf of the Client in order to complete the Services outlined in this SOW. Expenses include, but are not limited to domain name purchase, hosting, color proofs, printing, special graphics materials and supplies, travel, long distance telephone, fax transmissions, deliveries, scanning, original photography, digital photography, stock photography, CDs, and other miscellaneous out-of-pocket expenses. All expense invoices will be billed upon completion of work and are due upon receipt.

Maintenance after launch is an additional expense that will be quoted upon request based on requirements.

Hosting and maintenance.

Timeliness

We will work with the Client to determine mutually realistic deadlines for each phase of this project. The Client's availability to clarify information, supply content, answer questions and make necessary approvals related to this project impacts the timeliness of completion. Initial forecast for phase 1 and 2 is 4 months without integration into Client's side of parameters.



Intellectual Property

All intellectual property, designs, concepts, artwork, advertising, copy and product information created or produced by APC in connection with this project will remain the exclusive property of APC. Any 3rd party tools, photos or scripts will remain the property of the 3rd party. Nothing in this Agreement shall be construed as granting Licensee any interest in the System, save and except for those limited rights expressly granted to Licensee herein.

If the Client fails to pay fees or expenses and they remain unpaid for more than 90 days, the Client will no longer have the right to use APC property and agrees to stop using it immediately and to return to APC immediately all originals, copies and reproductions of the APC property.

Server License - Enterprise

The Client usage of software is limited to 1 server platform and self-use, not for resale or relicensing to a 3rd party. The Client may not, modify, copy, reverse engineer, decompile, disassemble and/or distribute the software. The Client may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Software to any third party, and may not permit any third party to have access to and/or use the functionality of the Software, except for the sole purpose of accessing the functionality of the Software in the form of software services in accordance with the terms of this agreement and any agreement between you and your customers.

The Client is responsible for all of the transactions with Client's customers, providing sufficient computing power, working memory and storage memory in order for software to operate. Operation of software is going to be dictated by input parameters by client sent through available communication methods (XML/API/etc), and not by modifying the software or accessing the code directly. The Client is responsible for all 3rd party licensing, data security, data privacy, backup, security updates, patches that are available for the server. The Client shall cooperate with APC to establish and maintain the link between APC software and the Licensee websites. The Client is responsible only to use authorized linking methods between Licensee websites and APC software.

The Enterprise Server prior to installation of Software must meet the minimum requirements of:

- CentOS 6.5 64-bit with cPanel fully managed
- Memory : 4 GB
- SSD HDD : 70 GB
- CPU : 2
- PHP 5.3 or latest
- mysql 5.5 or latest
- Image Magick
- PDF lib Version : 9.0.0p1 (php-pecl-pdfliib)
- mcrypt
- SOAP
- Remote access software for remote installation and maintenance

Except as set forth in this agreement, APC disclaims all other warranties and conditions, express or implied, including, without limitation, any warranties or conditions as to the suitability or merchantability, non-infringement or fitness for any particular purpose of the system and services furnished hereunder. APC does not warrant that the system or services furnished hereunder will meet Client's needs or expectations, or that the operations of the system will be error-free or uninterrupted. Liability against APC shall be limited to actual direct damages only and shall in any event exclude consequential, incidental, exemplary and punitive damages, losses or expenses and loss of profit, loss of revenue and loss of good will ("Consequential Damages") and a claim for damages arising out of or in connection with any transactions shall be limited to the license fee paid in that transaction. In no event shall APC's liability under this Agreement, cumulatively, exceed the amounts paid by Licensee to APC in the six months prior to the applicable claim less any amounts paid or owing by APC from the Client.

The Enterprise license may not be assigned by the Client without the prior written consent of APC.



Best Efforts

This project will be completed on a best efforts basis and no guarantee or warranty is given or implied with respect to final results. Client must approve artwork and design layouts before proceeding to the next phase. However, upon Client uploading the web site, the Client will be deemed to have approved all designs, layouts, copy, images and artwork as presented, and agrees to release APC from any liability arising from any errors.

Indemnification

In completing this project, APC will necessarily rely on certain information and materials supplied by the Client. We shall be entitled to rely upon this information and shall be under no obligation to verify its accuracy or completeness. APC disclaims any and all liability for projections, representations, warranties, or omissions made available by the Client in any written or oral communication.

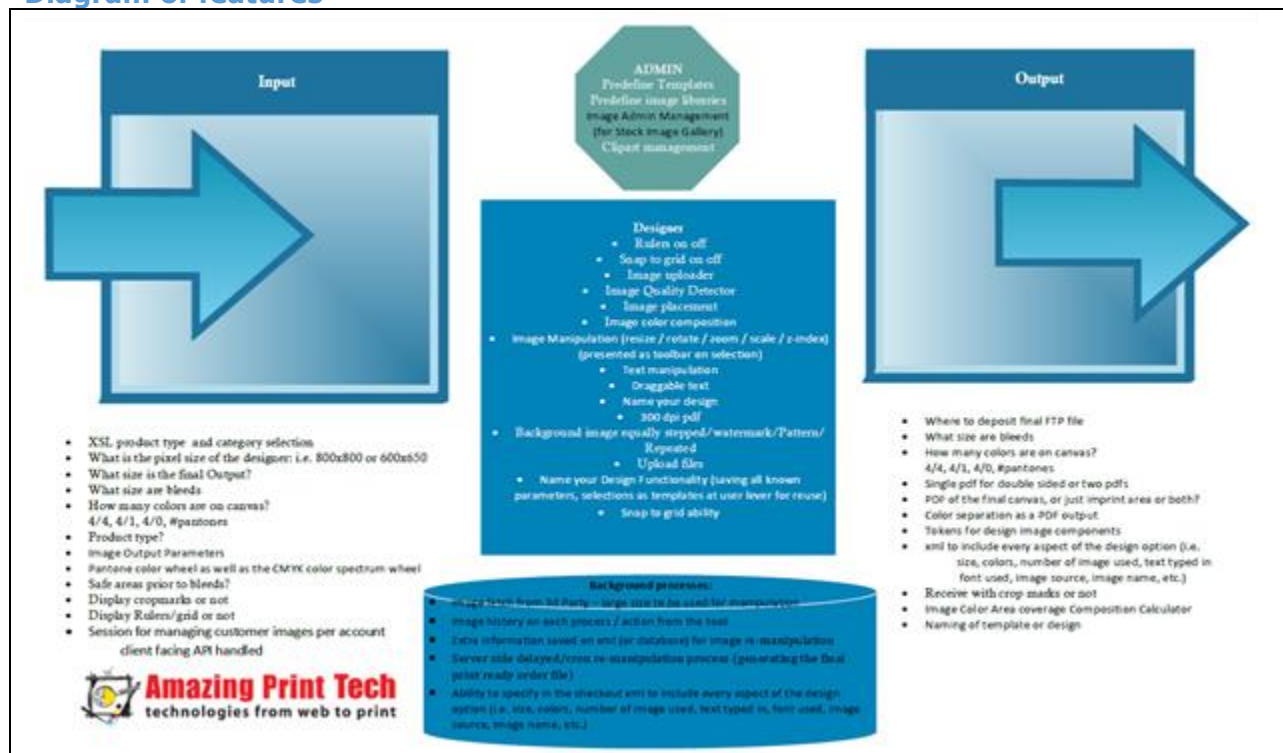
Confidentiality

All information about the project made available to APC shall be kept in the strictest confidence and will only be supplied to those sources approved by the Client.

Terms of Estimate

This estimate is valid until October 22nd, 2014 unless APC grants an extension. If this estimate is to your satisfaction, please confirm your intention to proceed with your signature below, and initial all the attached pages.

Diagram of features



Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on

November 1, 2014

RECITALS

- A. The Receiving Party understands that the Disclosing Party has disclosed or may disclose information relating to the custom bag designer project, which to the extent previously, presently, or subsequently disclosed to the Receiving Party is hereinafter referred to as "Proprietary Information" of the Disclosing Party.

OPERATIVE PROVISIONS

1. In consideration of the disclosure of Proprietary Information by the Disclosing Party, the Receiving Party hereby agrees: (i) to hold the Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials), (ii) not to disclose any such Proprietary Information or any information derived there from to any third person, (iii) not to make any use whatsoever at any time of such Proprietary Information except to evaluate internally its relationship with the Disclosing Party, and (iv) not to copy or reverse engineer any such Proprietary Information. The Receiving Party shall procure that its employees, agents and sub-contractors to whom Proprietary Information is disclosed or who have access to Proprietary Information sign a nondisclosure or similar agreement in content substantially similar to this Agreement
2. Without granting any right or license, the Disclosing Party agrees that the foregoing shall not apply with respect to any information after five years following the disclosure thereof or any information that the Receiving Party can document (i) is or becomes (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee) generally available to the public, or (ii) was in its possession or known by it prior to receipt from the Disclosing Party as evidenced in writing, except to the extent that such information was unlawfully appropriated, or (iii) was rightfully disclosed to it by a third party, or (iv) was independently developed without use of any Proprietary Information of the Disclosing Party. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses diligent reasonable efforts to limit disclosure and has allowed the Disclosing Party to seek a protective order.
3. Immediately upon the written request by the Disclosing Party at any time, the Receiving Party will return to the Disclosing Party all Proprietary Information and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof, save that where such Proprietary Information is a form incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased, as appropriate.
4. The Receiving Party understands that nothing herein (i) requires the disclosure of any Proprietary Information or (ii) requires the Disclosing Party to proceed with any transaction or relationship.



5. The Receiving Party further acknowledges and agrees that no representation or warranty, express or implied, is or will be made, and no responsibility or liability is or will be accepted by the Disclosing Party, or by any of its respective directors, officers, employees, agents or advisers, as to, or in relation to, the accuracy or completeness of any Proprietary Information made available to the Receiving Party or its advisers; it is responsible for making its own evaluation of such Proprietary Information.
6. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity, nor enforceability of the remainder of this Agreement shall be affected. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party. This Agreement may not be amended for any other reason without the prior written agreement of both Parties. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.
7. This Agreement shall be governed by the laws of the jurisdiction in which the Disclosing Party is located (or if the Disclosing Party is based in more than one country, the country in which its headquarters are located) (the "Territory") and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory.

Representatives of both parties:

Jim Maloy

Slava Apel

(Signature)
November 1, 2014

(Signature)
November 1, 2014



Standard Terms Agreement

For purposes of a good understanding of our business/ development process, we (APC) are asking you to please read these Terms carefully as they, along with your Services Agreement(s) with APC, govern your relationship with our Company (APC). By engaging APC to provide services to you, you agree to be legally bound by these Terms. APC reserves the right to change or modify these Terms at any time and in its sole discretion and they are enforced and accepted by both parties ONLY by clear notifications and clear signed documents.

General Terms:

1. Point of Contact:

APC will need at least one point of contact for day-to-day communications. This person will be responsible for gathering of data, files, or content required completing the project, attending conference calls or meetings at key intervals with APC and coordinating internal communications with your team regarding the status of the project. They will receive all communications from your contact person(s) at APC. This person should be authorized to make decisions on your behalf. If that individual is not the final decision maker, we will need the authorized person's contact information and will contact them at appropriate stages of the project for review and approval.

2. Deadlines:

Client is responsible for meeting time deadline(s) associated with APC's performance of the deliverables. APC is not responsible for late deliverables resulting from Client's failure to meet time deadlines specified by APC, which may include deadlines for providing content and/or approvals.

3. Content:

Unless otherwise specifically stated as a part of the deliverables in the Services Agreement, Client is responsible for providing all content necessary for APC's performance of the deliverables, including but not limited to written copy, logos, photographs, video, music, fonts and/or other materials. The pricing reflected in your Services Agreement with APC assumes that content will be readily provided to APC in a manner specified by APC, in acceptable format(s), and that APC will not be required to pull content from other Client website(s), follow up with prior vendors of Client, find content from third party sources or otherwise spend time obtaining, aggregating or organizing content on Client's behalf. In situations where APC must locate, aggregate or organize content on Client's behalf, Client will be charged for such additional project management time. Even where APC has agreed to design a website, web, mobile or social media application, email template, etc., such designs may require the purchase or license of fonts, photographs, background music, or other items from a third party. The cost of same is NOT included in the pricing set forth in your Services Agreement with APC. Client may either purchase or license those items on their own or APC may purchase/license them on Client's behalf. Client and APC should consult at the outset of the project to discuss Client's preference in this regard, estimated pricing and purchase/licensing options. Third party content including but not limited to fonts, photos, graphics, videos, and illustrations that Client (or APC on behalf of Client) licenses from a third party to be placed in designs created by APC for Client will not be owned by Client. Client should not use such content in other items, such as print materials or promotional items, or otherwise use such content inconsistent with the third party's terms of licensing such use. Upon request, APC shall provide Client with a listing of third party content used in the deliverables and the source(s) of such content so that Client may review the licensing requirements associated with that content. Where Client is providing content, Client shall be responsible for obtaining all required licenses, permissions and/or approvals for use of such content. Client warrants and agrees that where it has provided content to APC, it has full legal authority to use such content and/or has obtained the required licenses, permissions, and/or approvals. Further, client assumes responsibility for the accuracy, spelling and truthfulness of all content it provides to APC. Logos, graphics, and/or photographic images should be supplied in an electronic acceptable format, such as high-resolution .jpeg, .eps and .tif or vector-based .eps or .ai. Acceptable text formats are .doc or ASCII. In the case where Client is responsible for



but has failed to provide written content to APC to allow it to perform the deliverables under this agreement and APC therefore must obtain written content from other sources, APC disclaims any warranties over the accuracy and reliability of any such information. Client warrants and agrees that it shall be solely responsible for reviewing the accuracy of all written content provided by APC in connection with its provision of the deliverables.

4. Design

What is Included/Not Included: Unless otherwise specifically stated as a part of the deliverables in your Services Agreement with APC, if Client has engaged APC to design a website, web application, mobile site, email template or the like, APC will provide two designs for Client to choose from. Additional designs can be provided at additional cost. In the case of web and/or mobile sites, once Client has selected the design it would like to use as the home page, it will be permitted two rounds of revisions to that design. Once those revisions have been made, APC will design one subpage template that will follow the same look and feel of the home page. Client will be permitted two rounds of revisions to that subpage template. Please note that the same subpage template will be used for all of the other pages of the site. Should Client wish to have more than one subpage template design to choose from and/or wish to use different subpage template designs on different pages of the site, Client will be charged for such additional designs. Also, please note that the design of the layout/placement of the content in each of the subpages of a site is not included in the cost of the project. Rather, Client will be asked to advise where they wish to place images, content, etc. within each of the subpages. Should Client require assistance in designing a proper aesthetic for each of the subpages this will be at an additional charge. Finally, alterations to or resizing of graphics for placement in the subpages will also be at an additional charge.

5. Ownership:

A. Client Content: Client Content is written or visual content that is provided by Client to APC for its performance of the deliverables. Client Content, including all pre-existing trademarks and copyright material, shall remain the sole property of Client, and Client shall be the sole owner of all rights in connection therewith. Client hereby grants to APC a nonexclusive, non-transferable license to use, reproduce, and modify the Client Content solely in connection with APC's performance of the services and the production of the deliverables.

B. Third Party Materials: Client shall not own any third party licensed commercial components or materials that are embedded in the deliverables provided to Client. The owners of these components shall retain ownership of these items in accordance with their Terms and Conditions, licensing agreements, or other applicable agreements. Upon request, APC shall provide Client with a listing of third party components used in the deliverables and the source(s) of such components.

C. Designs/Written Copy: Upon completion of the deliverables and conditioned upon full payment of all fees, costs and out-of-pocket expenses due, APC shall license to Client all ownership rights, including any copyrights, in any artwork, designs or written copy APC has created for Client as a part of its deliverables. Subject to an hourly charge for assembling and preparing the materials for delivery, and at the request of Client, APC can provide a PSD (Photoshop file) or other file format of any design it has created for Client and/or HTML files. Should Client require any of the above to be placed on a disc (as opposed to delivered electronically), Client shall also be responsible for any applicable sales tax.

D. Programming Code: Upon completion and conditioned upon payment in full of the fees associated with any agreement involving programming services, including but not limited to programming for a website, mobile site, app, mobile app, and the like Client shall have the license for a single instance of software and license to all worldwide right to use such programming. APC shall retain a world-wide, royalty-free, non-exclusive, transferable, and perpetual right and license to the Custom Programming including, but not limited to, the right to modify, amend, create derivative works, rent, sell, assign, lease, sublicense, or otherwise alter or transfer the Custom



Programming. Notwithstanding the foregoing, Client expressly understands and agrees that programming provided by APC may include source code, documentation, and/or application programs that were previously written or developed by APC and modified to meet Client's specific requirements. APC shall own all worldwide right, title, and interest in and to the APC Content, but shall provide Client (upon payment in full of the fees associated with such programming) a worldwide, royalty-free, non-exclusive, transferable and perpetual right (under server license agreement) and license to use the content.

6. Fees and Payments.

In consideration of the Services to be performed by our team, Client shall pay our fees in the amounts and according to the payment schedule set forth in the Proposal or initial consultation & quote email. Depending on the project, project manager will advise the payment structure. Delays in payments may cause a stoppage of work, extension of timelines and in some cases a continuation fee may be required. Payments will be credited first to restart fees and next to the unpaid balance. Payments is to be made by bank wire for software and credit card auto payment for maintenance and support.

Late Payments. When project has been finalized and ready to be launched, APC will inform Client that the final payment will be due before making the site live. Client is responsible review the site and make payment within 3 days after the project has been completed. Any late payments after the 3 days will be subjected to 5% monthly late fee applied to the final balance.

7. Mock Ups.

Depending on the project some mock ups will be provided as part of the extra work quote. Prices will vary depending number of mock ups created.

8. Changes.

Unless otherwise provided in the Proposal or initial consultation & quote email Client shall pay additional charges for changes requested by Client which are outside the scope of the Services, at APC's standard hourly rate. Such charges are in addition to all other amounts payable under the Proposal or initial consultation & quote email, despite any maximum budget, contract price or final price identified therein. Our team may extend or modify any delivery schedule or deadlines in the Proposal and Deliverables as may be required by such Changes.

9. Client Responsibilities.

Client acknowledges that he is responsible for timely review of Deliverables, revisions, or other items requiring Client approval, as well as final proofreading. In the event that the Client has approved Deliverables but errors remain, Client is responsible for any additional costs involved in correcting the errors. In addition, all content development is the sole responsibility of the client. Once our services have been retained, we will require the Client to submit their content for the website as soon as possible. We usually complete customization in 4-5 months (depending on the size of the project), any delays on the client's behalf on content submission will result in delays in launching the site. Delays in content submission longer than 5 business days will result in APC providing priority to the client and stoppage of work.

10. Timing.

Our team will prioritize performance of the Services as may be necessary or as identified in the Proposal or initial consultation & quote email, and will undertake commercially reasonable efforts to perform the Services within the time(s) identified in the Proposal or initial consultation & quote email. Client agrees to review Deliverables within the time identified for such reviews and to promptly either, (i) approve the Deliverables in writing or (ii) provide



written comments and/or corrections sufficient to identify the Client's concerns, objections or corrections to our team. APC team shall be entitled to request written clarification of any concern, objection or correction. Client acknowledges and agrees that APC's ability to meet any and all schedules is entirely dependent upon Client's prompt performance of its obligations to provide materials and written approvals and/or instructions pursuant to the Proposal and that any delays in Client's performance or Changes in the Services or Deliverables requested by Client may delay delivery of the Deliverables. Any such delay caused by Client shall not constitute a breach of any term, condition or APC's obligations under this Agreement.

11. Performance.

Designer guarantees web-standard functionality of web design Deliverables in the most recent versions of Internet Explorer, Mozilla Firefox, Opera and Safari browsers. Functionality in additional browsers would require an additional fee. APC does NOT guarantee performance of any design element or special effect that the APC has advised the Client against.

12. Maintenance.

Client understands that post-completion maintenance is not included in the cost of the final Deliverables. Client may request maintenance at APC's current hourly rate. Maintenance payments must be completed before maintenance work will be done.

13. Delivered Goods.

Upon payment of the full balance, APC will provide access to all of the deliverable assets created by APC.

14. Larger custom projects:

Upon the review of your project, a proposal will be drafted that will include a quote, a detailed description of the work required, and a schedule of completion that includes milestone & deliverable markers and a payment plan. Terms and Conditions for larger projects include (but are not limited to) the major points above. A complete copy of this Standard Terms Agreement will be provided for your review along with your proposal.

14. Server Licenses:

Where Client chooses to exercise an option for Enterprise license instead of SaaS license:

Maintenance Fees: 18% of server license for support and upgrades are billed monthly and Optional after first year. If any year(s) is skipped in latter years, before receiving additional support or upgrades, previous year support fees must be paid.

This maintenance license will be set to auto-renew after the initial term for an additional year. If the Client wishes to cancel the auto-renewal, Licensee agrees to provide APC with a notice to this effect no later than 90 days prior to the scheduled expiry date.

It is the Client's routine tasks to maintain the hardware & software infrastructure, apply hardware and software upgrades, modifications, fixes as well as incur the associated expenses. Under the enterprise based license, Client would be responsible for its own hardware and software infrastructure as well as all the on-going maintenance and updates and related collocation expenses. Throughout the support subscription, Licensor will make itself available to assist where possible and direct the Licensee to perform task optimally in order to maintain a healthy and operable system.



In Server License option, the Client is now responsible for all its data and user files. The Client expressly understands and agrees that the services to be made available to it, are made available without warranties of any kind whatsoever either express or implied. Client acknowledges and agrees that under no circumstances will Licensors be liable to it or to any of Licensee's clients for any claims or damages relating to delivery or any interruption of the services, including, without limitation, any loss of revenue or profits or any liability to third parties.

We have carefully reviewed this Agreement and agree to and accept all of its terms and conditions.

Software Package selected:

Licensee agrees to pay for Budget Package 2.

One time licensing and customization cost of \$29,500.00

Annual 18% Support Fees of \$5,310.00 per year prepaid in advance.

Licensors : Amazing Print, Corp 317-8400 Jane Street Vaughan, ON L4K4L8 Telephone: 905-738-9920 ex 226 Email: devsupport@amazingprint.com	Licensee: Laddawn, Inc. 155 Jackson Road Devens, MA 01434-5614 Telephone: 978-563-6151 Email: tbleier@laddawn.com
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Amazing Print, Corp.

Per: _____

Name: Slava Apel

Title: CEO

I have the authority to bind the corporation

Laddawn, Inc.

Per: _____

Name: Jim Maloy

Title: Vice President of IT

I have the authority to bind the corporation

