

Client _____
 Individual _____
 Address _____
 Address _____
 Address _____
 Phone _____
 Start Date _____

in Tandem Design
INTERNET
 INVOICE & CONTRACT FOR MONTHLY CHARGES

In Tandem Design, Inc.
 8422 Bellona Lane, Suite 101
 Baltimore, MD 21204-2056
 (voice) 410-832-8706
 (FAX)410-832-8713
 info@email.intandem.com

Item	Description & Variations	Sign & Return One Copy			One Time Charges (US \$)			Monthly Charges (US \$)		
		Qty	Price	Ext.	Qty	Price	Ext.	Qty	Price	Ext.
1. Business Forum Listing & Linking										
	a) Single Listing, name & address	_____	\$ 5.00	_____	_____	\$ 5.00	_____	_____	_____	_____
	b) Additional Listing(s), same name in different category, or changes to existing listing (for each listing or change)	_____	5.00	_____	_____		_____	_____	_____	_____
2. Mini Web Page										
	Includes basic listing and linking charges above. Includes logo or other provided graphic, address, phone & fax numbers, and description to fill in one browser screen	_____	100.00	_____	_____	30.00	_____	_____	_____	_____
3. Full Web Page										
	Maximum 15 Meg harddrive space; includes listing and linking charges above.									
	a) Creative	_____	85.00/hr	_____	_____		_____	_____	_____	_____
	b) Composition, HTML	_____	85.00/hr	_____	_____		_____	_____	_____	_____
	c) Scripting & Programming	_____	100.00/hr	_____	_____		_____	_____	_____	_____
	d) Monthly Fee (includes listing & linking above)	_____		_____	_____	60.00	_____	_____	_____	_____
4. Additional Web Page Charges										
	a) E-mail form, each	_____	85.00/hr	_____	_____	5.00	_____	_____	_____	_____
	b) Charge per Megabyte of harddrive space above 15	_____		_____	_____	5.00	_____	_____	_____	_____
	c) Scan & Prep. Image	_____	20.00	_____	_____		_____	_____	_____	_____
5. Acrobat® Document Conversion										
	a) Conversion, per page	_____	5.00	_____	_____		_____	_____	_____	_____
	b) Establishing link in web page; each occurrence	_____	5.00	_____	_____		_____	_____	_____	_____
6. Other Document Conversion										
	Documents and/or graphics to HTML-compatible	_____	85.00/hr	_____	_____		_____	_____	_____	_____
7. Reporting										
	Hits & IP addresses (per special report)	_____		_____	_____	85.00	_____	_____	_____	_____
8. Other Services										
	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
	Subtotal	_____	_____	_____	_____	_____	_____	_____	_____	_____
	Discount for Annual Contract (if applicable)	_____	_____	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Total ONE TIME Charges on this Invoice										
Total MONTHLY Charges _____ Authorized signature or P.O. required										
Total ONE TIME and MONTHLY Charges on this Invoice										

This contract is subject to the In Tandem Design, Inc. "Master Terms and Conditions" written on the reverse side hereof. Previous or subsequent addenda may include additional monthly charges. Termination by Customer of any monthly services requires 30 days prior notice; prepaid funds will not be refunded. All one-year contracts are non-cancelable and all sums paid thereunder are not refundable. In Tandem Design, Inc. will terminate the monthly services included on this contract if the Customer account is more than 30 days past due. Payment for monthly services is due on the first of the month during which the services are provided.

MASTER TERMS AND CONDITIONS

- 1. APPLICABILITY** All goods sold and/or services provided by In Tandem Design, Inc. ("ITD") to Customer and all purchase orders placed by Customer for such goods and/or services are subject to these Master Terms unless otherwise expressly agreed to in writing by an authorized representative of ITD. Customer agrees that the terms and conditions of any purchase order submitted by Customer are for Customer's internal record-keeping purposes only and if any purchase order submitted by Customer contains terms and conditions which are in any way inconsistent with, or in addition to, those contained herein they shall not be binding upon ITD and shall be considered inapplicable to any sale unless expressly agreed to and accepted in writing by an authorized officer of ITD.
- 2. PRICE AND PAYMENT TERMS**
 - (a) Any prices quoted by ITD are subject to change without notice at any time prior to actual receipt by ITD of an order and, unless otherwise specified in writing, prices do not include any sales taxes or any costs of delivery or any other charges for additional work as described in Section 3 below.
 - (b) The date of invoices for all goods and services will be the time of implementation, shipment or delivery, whichever occurs first. As used in these Master Terms and Conditions, the word "implementation" shall mean "at such time as Customer-supplied material or ITD-supplied material requested by Customer is offered by ITD for public access on an on-line basis."
 - (c) Payment shall be net cash due thirty (30) days from date of invoice unless otherwise agreed to by ITD in writing. The total price to be paid by Customer is based upon receipt of payment in full in accordance with these Master Terms. In the event of late payment, Customer shall pay, for each month (or portion thereof) for which payment is past due, a late payment charge at a rate equal to one and one-half percent (1.5%) per month multiplied by the amount which is in arrears.
 - (d) Orders, whether verbal or written, cannot be canceled by Customer except upon terms that will compensate ITD against loss.
 - (e) If at any time ITD determines that the financial condition of Customer does not justify the commencement or continuance of shipment on the terms specified between Customer and ITD, ITD may, in addition to all of the remedies it may have hereunder or at law or in equity, change the credit terms extended to Customer, including requiring full or partial payment in advance, and ITD may suspend its performance until such payment is made.
 - (f) These Master Terms shall not be construed as a binding obligation on the part of ITD to sell goods or provide services to Customer, and ITD may cease selling goods and/or providing services to Customer at any time and from time to time.
- 3. OTHER WORK/ADDITIONAL COSTS** Unless otherwise expressly provided by ITD in writing, the following, by way of example and not by way of limitation, will constitute additional charges when applicable:
 - (a) **Experimental Work.** Experimental work performed at Customer's request, such as sketches, drawings, composition, imaging, tests for compatibility, presswork, writing code, and materials will be charged for at current rates and may not be used without the prior written consent of ITD.
 - (b) **Preparatory Work.** Sketches, copy, dummies, writing code and all preparatory work created or furnished by ITD, shall remain the exclusive property of ITD and no use of same shall be made, nor any ideas obtained therefrom be used, except upon compensation to be determined by ITD.
 - (c) **Condition of Copy.** Estimates for typesetting and composition are based on the receipt of original copy on a computer diskette and/or via modem and in a format which ITD can use. Condition of copy which deviates from this standard is subject to reestimating and pricing review by ITD at the time of submission of copy, unless otherwise specified in the estimate.
 - (d) **Alterations.** Alterations represent work performed in addition to the original specifications. Such additional work shall be charged at current rates and such work shall be supported with documentation upon Customer's request.
 - (e) **Color Proofing.** Because of differences in equipment, paper, inks and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job shall constitute acceptable delivery. Special inks and proofing stocks will be forwarded to Customer's suppliers upon request at current rates. Customer acknowledges that the trueness of color reproduction and the clarity of graphic image reproduction found in original hard copy or on Customer's equipment may deteriorate significantly when received by the ultimate user via an on-line data transmission. This is a function of existing data compression technology and the capabilities of end user equipment. ITD shall not be deemed in default of any of its obligations hereunder as a result of such deterioration in reproduction.
 - (f) **Press Proofs.** Unless specifically provided in ITD's quotation, press proofs will be charged for at current rates. An inspection sheet can be submitted for Customer approval, at no charge, provided Customer is available at the press during the time of make ready. Any changes, corrections or lost press time due to Customer's change of mind or delay are specifically billable and will be charged for at current rates.
 - (g) **Customer Furnished Materials.** Paper stock, camera copy, film, color separations and other Customer-furnished materials shall be manufactured, packed and delivered to ITD's specifications. Additional costs due to delays or impaired production caused by specification deficiencies shall be charged to Customer.
 - (h) **Over Runs Or Under Runs.** If ITD arranges for printing, and if the billing for the printing is through ITD, over runs or under runs are not to exceed 10% on quantities ordered up to 10,000 copies and/or the percentage agreed upon on quantities ordered above 10,000 copies shall constitute acceptable delivery. ITD will bill for actual quantity delivered within this tolerance. If Customer requires guaranteed "no less than" delivery, percentage tolerance of overage must be doubled. In all other cases, when the billing for printing services is between Customer and the printer, responsibility for over runs or under runs will be strictly between Customer and the

printer, and shall not affect Customer's other responsibilities to ITD under these Master Terms.

4. SHIPPING AND DELIVERY

- (a) When ITD arranges for shipping and delivery, the price quoted for delivery is for a single shipment, without storage, F.O.B. Customer's place of business for deliveries within 25 miles of ITD ("Local"), or F.O.B. ITD for deliveries greater than 25 miles from ITD ("Out-of-town"). Proposals are based on continuous and uninterrupted delivery of complete orders, unless written specifications distinctly state otherwise. Charges related to delivery from Customer to ITD, or from Customer's supplier to ITD, are not included in any quotations unless specified. Special priority pickup or delivery service will be provided at current rates upon Customer's request.
- (b) When ITD arranges for shipping and delivery, the risk of loss shall pass to Customer upon delivery to carrier at shipping point for Out-of-town Customers and at point of delivery for Local Customers or, in either case, upon mailing of invoices for finished work, whichever occurs first.

- (c) Materials delivered from Customer or Customer's suppliers are verified with delivery ticket as to cartons, packages or items shown only. The accuracy of quantities indicated on such tickets cannot be verified, and ITD cannot accept liability for shortage based on supplier's tickets.

- (d) Shipping dates and delivery dates are estimated, and may be delayed by (1) late receipt of all necessary information by ITD, (2) prior scheduling if shipping and/or delivery dates are not confirmed by Customer at the time that Customer's order is received by ITD, (3) other causes beyond ITD's reasonable control. In any such event, ITD shall not be liable to Customer for any loss of time, material, or production, or any other loss or damage of any kind, as a result of late delivery of services or goods.

5. TITLE

All preparatory materials, art work, type, plates, negatives, positives, computer code, data files, and other items when supplied or created by ITD shall remain the exclusive property of ITD unless otherwise agreed in writing.

6. INSURANCE

ITD will maintain fire, extended coverage, vandalism, malicious mischief and sprinkler leakage insurance on all property belonging to Customer, while such property is in ITD's possession, ITD's liability for such property shall in no event exceed the amount recoverable (if any) from ITD's insurance.

7. DEFAULT BY CUSTOMER

- (a) As security for payment of any sum due or to become due under these Master Terms, Customer agrees that ITD shall have the right, if necessary, to retain possession of and shall have a lien on all Customer property in ITD's possession including work in process and finished work.

- (b) If Customer's account is turned over to a collection agency or attorney for enforcement, Customer shall pay to ITD, in addition to all other interest, costs and charges provided for in these Master Terms, all of ITD's costs and expenses associated with such enforcement, including collection agency fees, attorney's fees of fifteen percent (15%) of the unpaid balance due, and litigation expenses (which expenses may include, but are not limited to, travel expenses, photocopying expenses, court costs and other related expenses).

- (c) ITD's remedies under these Master Terms are in addition to, and not in lieu of, any other remedies allowed by law or equity except as otherwise specifically stated herein.

8. PROOFS

- (a) Proofs shall be submitted with original copy. Corrections are to be made on the "master set", and returned marked "O.K." or "O.K. with corrections" and signed by Customer. If revised proofs are desired, Customer must request such revised proofs when proofs are returned. ITD regrets any errors that may occur undetected through production, but ITD cannot be held responsible for errors if the work is imaged and/or printed per Customer's O.K. or if changes are communicated verbally. ITD shall not be responsible for errors if Customer has not ordered or has refused to accept proofs or has failed to return proofs with indication of changes or has instructed ITD to proceed without submission of proofs.

9. LIMITATION OF ITD'S LIABILITY FOR DAMAGES

- (a) For all Output Services and Internet Services, ITD will not be liable for errors or defects caused by inherent errors or defects in Customer's data files, programs or information and will only be liable for such errors or defects as are caused solely by ITD, but only to the limited extent provided by these Master Terms.

- (b) For design, art work, page layout and/or type setting when ITD does not arrange for outside production or reproduction (including, but not limited to, production of slides, videotapes, photographic enlargements, or printing) ITD will not be liable for any additional costs incurred once Customer has given approval of proofs from ITD. Customer is fully responsible to proofread the proofs provided by ITD to insure that content, dimension, position and other attributes are correct.

- (c) Unless agreed to in writing by an authorized representative of ITD, ITD will in no event be liable for any errors or defects which are not brought to the attention of ITD within 24 hours of implementation or receipt of output by Customer.

- (d) ITD is not liable for unauthorized access of Customer transmission facilities or customer-owned premise equipment, or for unauthorized access to or alteration, theft, or destruction of Customer data files, programs, or information through accident, fraudulent means or devices, or any other method, even if such access occur as a result of ITD negligence.

- (e) In any event, and notwithstanding anything else in these Master Terms, ITD shall not be liable to Customer under any cause of action or claim of any nature whatsoever, regardless of whether characterized as tort, negligence, contract, warranty, or otherwise, for any loss of profits or other economic loss, including, but not limited to such losses as (i) wages paid to Customer's employees, (ii) lost revenue, (iii) lost use of equipment, (iv) purchase, lease or other acquisition of replacement, substitute, or temporary equipment, facilities or services, (v) costs of capital, (vi) costs or losses related to downtime, (vii) manual labor costs, (viii) any losses whatsoever involving Customer's contracts with others, or (ix) any other

indirect, incidental, special, consequential, or other similar damages arising out of any claim of whatever nature relating to these Master Terms or the purchase of any goods and/or the provision of any services from ITD or to any obligations, acts, events, or occurrences pursuant to, preliminary to, or incidental to these Master Terms or the purchase of goods and/or the acquisition of services from ITD, including losses resulting from general or particular requirements and needs of Customer, whether or not ITD, at the time of contracting, had reason to know of such requirements or needs, and whether or not such losses could have been reasonably prevented by Customer by cover or otherwise. ITD's sole liability to Customer is strictly limited to, and shall in no event exceed the cost of, ITD's replacement of the defective items or re-performance of the defective work giving rise to ITD's liability to Customer under these Master Terms or, in the sole subjective discretion of ITD, a refund to Customer of the amounts Customer has paid to ITD for the defective item or defective work. In the case of Internet Services, in no event shall ITD's liability hereunder exceed one month of Customer's normal monthly charges hereunder for Internet Services.

10. EXCLUSION OF WARRANTIES AND REMEDIES

- (a) BUYER ACKNOWLEDGES AND AGREES THAT ITD MAKES NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY GOODS SOLD AND/OR SERVICES PROVIDED HEREUNDER, UNLESS STATED IN WRITING BY ITD IN CONJUNCTION WITH CUSTOMER'S ORDER WITH ITD, ITD MAKES NO EXPRESS WARRANTIES TO CUSTOMER.

- (b) IF ITD SHALL BE FOUND TO HAVE BREACHED ANY WARRANTY TO CUSTOMER, CUSTOMER'S SOLE REMEDY AGAINST ITD SHALL BE FOR CUSTOMER TO RETURN ANY DEFECTIVE GOODS TO ITD FOR REPAIR OR REPLACEMENT OF THE GOODS OR RE-PERFORMANCE OF THE DEFECTIVE SERVICES, OR IN ITD'S SOLE SUBJECTIVE DISCRETION, FOR CUSTOMER TO RECEIVE A FULL OR PARTIAL REFUND OF THE PRICE PAID.

11. FORCE MAJEURE

ITD shall not be responsible or liable for loss, damage, delay or failure to act caused by war, invasion, insurrection, riot, the order of any civil or military authority, fire, flood, earthquake, weather, interruption to or absence of energy supplies, computer services or telecommunication services, lockouts, strikes, other labor disputes, the failure of ITD's suppliers or carriers, printers, or contractors to meet their contractual obligations, or, without limitation, any other cause beyond ITD's reasonable control.

12. INDEMNIFICATION

Customer shall indemnify and hold harmless ITD from any loss, cost, expense and damage (including ITD's reasonable attorney's fees) on account of any manner of claims, demands, actions and proceedings that may be instituted against ITD related to any copyright, trademark, patent, trade secret or any other proprietary right of any person or third party, or related to any matter that is libelous or scandalous, or which involves the invasion of any person's right to privacy or other personal rights, and emanating from any material, whether in written or electronic form or otherwise, supplied to ITD by or through Customer. Customer agrees, at Customer's expense, to promptly defend and continue the defense of any such claim, demand, action or proceeding that may be brought against ITD, provided that ITD shall promptly notify Customer with respect thereto.

13. CHOICE OF LAW AND FORUM SELECTION

Any questions of law, rights, and remedies regarding any act, event, or occurrence undertaken prior to or pursuant to these Master Terms or pursuant to any purchase order submitted by Customer, whether relating to the negotiation of these Master Terms or any such purchase order, or the performance of these Master Terms or any such purchase order, or the obligations imposed by these Master Terms or any such purchase order, shall be governed by and construed and enforced in accordance with by the internal domestic law of the State of Maryland. Any legal or equitable action of whatever nature by or against ITD arising out of or related in any respect to these Master Terms or any purchase order, or arising out of any act or omission of ITD or Customer relating thereto, or arising out of any dealings between ITD and Customer, shall be brought solely in either the United States District Court for the District of Maryland located in Baltimore City or the appropriate court of the State of Maryland located in the jurisdiction where ITD has its principal place of business; provided, however that an action to enforce any judgment granted by either of the aforementioned courts may be brought in any applicable court of competent jurisdiction. Customer hereby consents to (and waives any challenge or objection to) personal jurisdiction and venue in Maryland, and consents to the service of legal process by mail in accordance with the provisions of the Annotated Code of Maryland and the Maryland Rules of Procedure.

14. SEVERABILITY

If for any reason any provision of these Master Terms shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of these Master Terms shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law, and in its modified form, such provision shall be enforceable and enforced.

15. ASSIGNMENT

Any assignment of these Master Terms or any rights hereunder by Customer without the prior written consent of ITD shall be void.

16. HEADINGS

Any headings or margin notes contained herein are descriptive only and shall in no manner be construed as limiting the scope or effect of any provisions within or adjacent to such heading or margin note.

17. ENTIRE AGREEMENT

These Master Terms supersede all prior agreements, understandings, negotiations, and discussions, written or oral, of the parties hereto, relating to any transaction contemplated by these Master Terms. Customer acknowledges that it has not been induced to enter into this Agreement by any oral representation or statements not expressly contained herein. With the exception of ITD's right to modify these Master Terms with Customer, any waiver, modification, extension, or amendment of any of Customer's obligations hereunder shall not be effective unless in writing, executed by the parties hereto, and such waiver, extension, or amendment shall not affect any of Customer's other obligations hereunder.