



**PhotoCentral3 ONLINE FLEXPLAN™ 2009 –
New Retailer Enrollment Agreement**

February 2009

Please fax completed Enrollment pages to 781-932-0855.

SERVICE AND FEE SUMMARY

Services Offered	Unit Price	Qty.	TOTAL
1. Initial Set-up Photogize Lab software - single seat license activation RasterPlus software - single seat license activation PhotoCentral3 Platinum with Specialty Product support - one retailer account	\$395 per lab site		
2. Monthly Online Service - 12 Month Minimum Consumer to Retailer WebService - Unlimited uploads with no bandwidth fee. <i>Automatic monthly billing to your credit card. First month billed with enrollment</i>	\$100 /mo per lab site		
Fixed Fees			
3. Revenue Share of Online Orders fulfilled in-house Standard Print Orders on PhotoCentral3 accts All Specialty Products, including photo greeting cards, folded cards, calendars, photo books, bordered prints, etc. <i>Automatic monthly billing to your credit card.</i>	5% of retailer gross revenue* 10% of retailer gross revenue* <small>*Excludes taxes, shipping & handling charges, and retailer promotions and discounts</small>		
4. Photo Specialty Fulfillment Outsourced to Qoop Mugs, mousepads, photo books, calendars, apparel, etc	30% sales commission paid <u>to</u> retailer		
Other services sold separately: PrintWizard – MS Windows-based client print order utility PostUp & Photogize Events - online events/studio photo album and ordering service Photogize Kiosk products Photogize DVD/CD Disc Producer – consumer ordering & in-house automated production of premium featured photo & music DVDs/CDs WorkForce automated color print enhancement software PackagePlus software license			
Total Price			



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CONTACT AND PAYMENT INFORMATION

Company Information	
Company Name:	
Billing Contact Name:	
Title:	
Billing Street Address:	
City:	State/Prov
Country:	Zip/Post code:
Phone:	Fax:
Business email:	
Technical email:	
Company website address:	
Credit Card Payment Information	
Card Type (circle one):	MC VISA AMEX Discover
Card #:	III _ _ _ _ III _ _ _ _ III _ _ _ _ III _ _ _ _ III
Expiration Date: mm/yy	III _ _ // _ _ III
Authorized Signature:	
Printed Name:	



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Specific terms apply to this enrollment. Please review and sign below.

1. Graphx agrees to provide you **PhotoCentral3 Online Photo Services**. These services include customer photo uploading, editing, sharing, photo product ordering, and transmission of completed orders to your retail lab. YOU are responsible for the collection of all payments from your online customers. We will use commercially reasonable efforts to make sure the PhotoCentral Service works correctly for you and your customers. If there is ever a problem with your PhotoCentral Service we will use commercially reasonable efforts to fix the issues as quickly as possible.

2. You, the retailer or photo lab, ("Retailer") agree to a **minimum enrollment period** of one (1) year. During the enrollment period, you agree to promote the PhotoCentral Service as your primary consumer online service, and provide prominent visibility of the PhotoCentral Service on your primary website(s). PhotoCentral3 is designed so that you can offer consumers multiple entry points to your PhotoCentral service e.g. links for "Order Prints Online", "Order Holiday Cards Here", "Create a Photo Book", etc.

3. You agree to pay the **\$395 Initial Set-up fee and \$100 first month Online Service** fee by company check or credit card provided to Graphx, as a condition for enrolling in the PhotoCentral3 FLEXPLAN service.

4. **Monthly Service Fee and Revenue Share billing by credit card.** You agree to provide credit card information to Graphx and authorize Graphx to bill your credit card via ARB (automatic recurring billing). The \$100 Monthly Service Fee will be billed at the start of each month's service, as determined by your service start date. So if your service start is Feb 5, you will be billed on March 5, April 5, etc. The Revenue Share billing will occur within five business days after the close of the calendar month. Graphx will send you confirmation on all card charges.

5. **Revenue Share Product calculations:** Photo Prints and Specialty Products are defined as "Revenue Share Products" in this Agreement. When these products are ordered online you agree to pay Graphx an amount equal to five (5%) percent of the gross revenue on Standard Print orders, or ten percent (10%) of the gross revenue on Specialty Products. Your Revenue Share calculation will not include any applicable taxes, shipping or handling fees, or retailer/lab discounts or promotions.

6. In the event the Retailer credit card on file at Graphx cannot be processed, you are responsible for making immediate **alternative payment arrangements**, which will be subject to a 1.5% per month late fee. Accounts past due for 30 days are subject to suspension of service without notice.

7. You agree not to engage in any **retail practice** that lowers or evades the payment of a Revenue Share Fee to Graphx. If Graphx reasonably believes a retailer practice is lowering or evading a Revenue Share Fee payment, Graphx will demand that you immediately end the practice, and pay all past amounts due, as reasonably determined by Graphx. If you refuse to pay these amounts due, then we have the right to immediately suspend your online service, while continuing to pursue collection of all past due amounts.

8. Your **FlexPlan Agreement Start Date** for revenue share calculations is ten business days after the date you sign and return this Agreement to Graphx. This Agreement will automatically renew, for periods of one year, on the one year Anniversary of the FlexPlan Agreement Start Date. You can terminate this Agreement by sending Graphx a written termination notice at least 30 days prior to the Anniversary date. If you terminate the agreement prior to the Anniversary date, you are not eligible for a refund of any fixed fees paid.

I have reviewed the entire 2009 New Retailer Enrollment Agreement and agree to these terms.

Signature : _____ Company: _____

Name : _____ Title: _____ Date: _____



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New PhotoCentral3 Online Features (our Premium Platinum version)

- ***Sell Specialty Photo Products online that you produce in-house.***
Eight (8) new online photo product categories, including:
 - Photo Greeting Cards – 4x8 and 5x7 Slimline styles. Includes 700 PhotoTidings holiday and all-season occasion templates
 - Folded Photo Greeting Cards - 5x7 cards designed for a duplex color printer
 - Photo Calendars - printed at your minilab or color printer
 - RealPhoto™ Books - printed at your minilab or color printer
 - Creative Border Prints – more PT templates, printed on your minilab or color printer
 - Poster Prints – printed at your large format color printer
 - Business Cards – printed at your minilab or color printer
 - Fun New Products, like PhotoBooth prints – printed at your minilab or color printer
 - More than 1,000 professionally designed templates
- A fully integrated photo gallery and ordering consumer UI designed for consumer ease in completing orders.
- A completely new PhotoCentral Home page, with rotating consumer marketing messages updated by Graphx.
- A new generation photo compositing and rendering engine with support for:
 - Multiple photos in a temple
 - Photo-on-photo templates
 - SmartTemplates™ with automated photo edit operations, as converting a color photo to grayscale, or adding a photo reflection to an inserted photo
- A new "Crop & Print" WYSIWYG photo cropping tool on the Print Order page. Online customers can now crop their photos, with the correct aspect ratio, without leaving the Print Order page.
- An improved Shopping Cart, persistent from one customer visit to the next. Print selections remain in the customers cart until the complete and order or delete the items.

- New Photogize Lab print support for PDF file output.
- New Photogize Lab print support for Windows printers with duplex printing capability.
- Retailers retrieve and fulfill completed specialty product orders in the **same workflow** as Photogize print orders. Enjoy ONE click inhouse production of prints, greeting cards, folded cards, calendars, photo books and DVDs.
- Fully integrated support for Photogize Producer DVD/CD ordering (requires retailer licensing of a Photogize Producer system or software, sold separately).

PhotoCentral3 is the latest version of:

- Our highly reliable consumer photo gallery and print service that gives consumers complete "VESPA" functionality...View, Edit, Share, Print, and Archive of consumer digital photos.
- A browser based online photo service that provides a consistent user experience to MS Windows and Apple Mac customers alike.