



**Photogize CreativeKiosk & PhotoCentral3 Online FLEXPLAN™ 2009–  
New Retailer Enrollment Agreement**  
February 2009

SERVICE AND FEE SUMMARY

Services Offered	Unit Price	Qty.	TOTAL
<b>1. Initial Set-up</b> Photogize Lab software - single seat license activation RasterPlus software - single seat license activation PhotoCentral3 with Specialty Products - one account Photogize Creative Kiosk – up to 5 seat license	<b>\$895</b> per lab site		
<b>2. Monthly Online Service - 12 Month Minimum</b> Consumer to Retailer WebService - Unlimited uploads with no bandwidth fee. Photogize Lab, RasterPlus and Kiosk software activations  <i>Automatic monthly billing to your credit card.            First month billed with enrollment</i>	<b>\$150</b> /mo per lab site		
<b>Fixed Fees</b>			
<b>3. Revenue Share of Online Orders</b> Standard Print Orders  All Specialty Products, including photo greeting cards, folded cards, calendars, photo books, bordered prints etc. <i>Automatic monthly billing to your credit card.</i>	<b>5%</b> of retailer gross revenue*  <b>10%</b> of retailer gross revenue*  <small>*Excludes taxes, shipping &amp; handling charges, and retailer promotions and discounts</small>		
<b>3. Revenue Share of Kiosk Orders</b> Standard Print Orders  All Specialty Products, including photo greeting cards, folded cards, calendars, photo books, bordered prints etc. <i>Automatic monthly billing to your credit card.</i>	<b>0%</b> of retailer gross revenue*  <b>10%</b> of retailer gross revenue*  <small>*Excludes taxes, shipping &amp; handling charges, and retailer promotions and discounts</small>		
<b>4. Photo Specialty Fulfillment Outsourced to Qoop</b> Mugs, mousepads, photo books, calendars, apparel, etc	<b>30%</b> sales commission paid <u>to</u> retailer		
<b>Other services sold separately:</b> PrintWizard – MS Windows-based client print order utility PostUp & Photogize Events - online events/studio album ordering Photogize DVD/CD Disc Producer – consumer ordering & in-house automated production of personalized photo & music DVDs/CDs WorkForce automated color print enhancement software PackagePlus software license			
<b>Total Price</b>			



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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 #:	_   _   _   _     _   _   _   _     _   _   _   _     _   _   _   _
Expiration Date: mm/yy	_   _ // _   _
Authorized Signature:	
Printed Name:	



**PhotoCentral3 ONLINE & Creative KIOSK FLEXPLAN™ 2009  
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**Specific terms apply to this enrollment. Please review and sign below.**

1. Graphx agrees to provide you **PhotoCentral3 Online Photo & Creative Kiosk Services**. These services include customer photo uploading, editing, sharing, photo product ordering, and transmission of completed orders to your retail lab for printing. YOU are responsible for the collection of all payments from your online and kiosk customers. We will use commercially reasonable efforts to make sure the PhotoCentral3 & Creative Kiosk Service works correctly for you and your customers. If there is ever a problem with your PhotoCentral or Creative Kiosk 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 **\$895 Initial Set-up fee and \$150 first month Online Service** fee by company check or credit card provided to Graphx, as a condition for enrolling in the PhotoCentral3 & Creative Kiosk 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 \$150 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 five (5%) percent of the gross revenue on Standard Print orders, or ten percent (10%) of the gross revenue on Specialty Products. When these products are ordered at a Creative Kiosk you agree to pay Graphx ten percent (10%) of the gross revenue on Specialty Products, with NO revenue share on Standard Print orders. 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.

***NEW Photogize CreativeKiosk:***

- Give your instore customers the ability to order specialty products at your kiosks.
- Consumers can now order the SAME specialty products at your kiosks or online.
- Consumers enjoy the SAME, SIMPLE UI for creating specialty products online or at a kiosk.
- Kiosk consumers can access their online PhotoCentral gallery photos to create and order specialty products at the kiosk.