These Lunar Cow Design Proposal Terms and Conditions (the "Terms and Conditions") are attached to the Lunar Cow Design Proposal (the "Proposal") that will act as the agreement between Lunar Cow Design, Inc. ("Lunar Cow") and you ("Customer") for purposes of the transactions referenced in the Proposal.

1. SPECIFICATIONS. Any products and/or services to be supplied by Lunar Cow under the Proposal will be provided in accordance with the specifications set forth in the Proposal, except as otherwise stated below. Any dates or schedules specified in the Proposal for the delivery of any products or services by Lunar Cow are only estimates and shall not be binding upon Lunar Cow. Lunar Cow shall not incur any liability, either directly or indirectly, nor shall any engagement be canceled as a result of any delays in meeting such dates or schedules.

2. PRICING; PAYMENT. The products and/or services set forth in the Proposal will be provided by Lunar Cow to Customer at the prices in the Proposal, except as otherwise stated herein. Lunar Cow reserves the right to impose a surcharge on any third-party services provided in the Proposal wherein Lunar Cow's vendor, supplier, or provider (e.g. publishers, photographers, talent), as the case may be, increase(s) the charges to Lunar Cow, beyond the charges in place at the time of the initial Proposal. Lunar Cow will make all reasonable effort to advise Customer of any surcharge imposed upon it by its third-party providers upon notice of the same. Any products or services provided by Lunar Cow not listed in the Proposal shall be billed at Lunar Cow's customary charges or rates. Further, expedited or rush service by Lunar Cow will be subject to additional charges as established by Lunar Cow from time to time. All prices will be exclusive of expenses incurred by Lunar Cow in providing the products and/or services under the Proposal. Customer shall be responsible for all out-of-pocket expenses incurred by Lunar Cow in providing the products and/or services, including, but not limited to, copy charges, travel costs, model and other talent fees, equipment use and rental fees, disk charges, shipping charges and other related costs and expenses. Invoices are due upon Customer's receipt thereof. Customer shall pay interest of one and one-half percent (1½%) per month on all amounts due but not paid within thirty (30) days of the invoice date. Lunar Cow retains the right to cease all work and deliverables for Customer under the Proposal until overdue amounts are paid. All invoices must be paid prior to Lunar Cow releasing any final products or services. **All invoices must be paid in full before the printing of any printed materials will occur.**

3. TAXES. Customer is solely responsible for payment of any taxes (including sales or use taxes, excise taxes, intangible and property taxes and similar taxes) resulting from products and services provided under the Proposal, excluding, however, any taxes payable by Lunar Cow due to income earned by it or withholding taxes to its employees.

4. DESIGN REVIEW. With respect to any design work performed by Lunar Cow under the Proposal, Lunar Cow will present Customer an initial concept design. Upon presentment of this concept design, Customer will have the opportunity to work with Lunar Cow in its redesign. The prices set forth in the Proposal are based upon a maximum of two (2) requests for changes to the initial concept design. Any changes to the initial concept design requested by Customer in excess of such amount or any changes requested after acceptance of the concept design will be billed by Lunar Cow at its customary rates for such services.

5. REVIEW OF DELIVERABLES. Upon the completion of any deliverable in the Proposal, Customer will have three (3) business days to review or test the deliverable and notify Lunar Cow of any problems with such deliverable. If Customer does not timely notify Lunar Cow in writing of any problem, such deliverable will be deemed to be accepted by Customer. In the event of any delay caused by Customer's failure to timely make any delivery set forth in the Proposal or respond to Lunar Cow in a timely manner, Lunar Cow will not be responsible to meet any due dates set forth in the Proposal, which shall be extended in Lunar Cow's discretion.

6. CHANGES. In the event Customer requests any changes or modifications to the products or services provided under the Proposal, Customer will be responsible for all charges reasonably incurred by Lunar Cow with respect to such changes. Further, any times scheduled in the Proposal for the delivery may be extended by Lunar Cow upon any such requested changes or modifications.

7. PAY FOR PERFORMANCE OPTION. All ad sales payments received from advertisers are applied to placement in the digital version of the guide / directory and are only relevant to the digital version of the guide / directory. The final decision to place any ad in the printed version of the guide / directory, if a printed version of the guide / directory is requested by Customer is at the discretion of Lunar Cow. If set forth in Proposal Lunar Cow can calculate ad sales revenue and generate a statement for each Business Quarter by the 15th day of the first month of each Business Quarter. Any expenses including but not limited to Ad Sales expense, printing expense, design fees etc. will be reflected on the statement. Business Quarter means January 1st to March 31st, April 1st to June 30th, July 1st to September 30th and October 1st to December 31st. If the total revenue for the previous Business Quarter being calculated is less than $1,000.00 Lunar Cow will carry the total revenue over to be added to the revenue of the subsequent quarter to be disbursed with the payment from the subsequent quarter. Lunar Cow will provide disbursement payments to client within 45 days, of the last day, of the first month of any Business Quarter.

8. ONE TIME REFUNDABLE RESERVE. Lunar cow will bill customer $2,000.00 that will be held in reserve. The $2,000.00 will be used to cover outstanding costs incurred throughout the project, including but not limited to advertiser credit card charge backs, outstanding invoices, Customer unpaid development costs and page revisions etc.. If there are no outstanding unpaid advertiser or Customer expenses at the end of the project term the $2,000.00 or the remaining balance of the $2,000.00 after all of the outstanding advertiser and Customer outstanding balances have been paid, will be refunded to the customer.

9. PAGE REVISIONS AND ADVERTISER COUPONS. GoGuide Page revisions will be billed to Customer at a rate of $14.00 per page revision. Digital Data Forms will be billed to Customer at a rate of $35.00 per page. Customer will receive 3 page revisions per month at no charge. Customer will designate how the coupons that will be made available to advertisers at the beginning of each quarter. Advertiser Coupon Costs will be billed to customer.

10. CUSTOMER'S REPRESENTATIONS. Customer represents and warrants to Lunar Cow that: a. No content or information or materials delivered by Customer to Lunar Cow will: (i) be libelous, defamatory, obscene, profane, threatening, harassing or offensive or otherwise violate the privacy or publicity rights of any third party; (ii) constitute a fraud or other unlawful business practice, (iii) infringe on any copyright, patent, trade secret or other proprietary right held by any third party, or (iv) violate any federal, state or local law, regulation or orders. b. Customer has secured all necessary licenses and clearances for use of the content, including all rights to copy, distribute, modify, perform and display the content and to create derivative works of the content.

Unless otherwise agreed by Lunar Cow in the Proposal, all content will be supplied by Customer. c. Lunar Cow may refrain from starting any work under the Proposal until such time as Customer has delivered to Lunar Cow all required content, including, but not limited to, copy, image files, logos and reference materials. Any delays in providing such content by Customer will extend the time period for the delivery. Lunar Cow has no obligation to review any content, information or other materials supplied by Customer and does not assume any liability therefore. d. Lunar Cow shall not be responsible for any delays or inability of third parties used by Lunar Cow to provide the products and/or services under the Proposal. Any price estimates in the Proposal may be based on a quote from a third party. Lunar Cow shall not be bound by any price quote in the Proposal if any such third party fails to provide the products or services as agreed.

11. NON-INFRINGEMENT. Lunar Cow represents and warrants to Customer that the graphics, scripts, text, source code, software and other materials supplied or prepared by Lunar Cow under the Proposal will not infringe on any trademark, copyright, patent or other proprietary right held by any third party.

12. TERMINATION. Lunar Cow OR Customer shall have the right to terminate the agreement under the Proposal and all work to be performed thereunder (i) in the event of Customer's breach of any provision hereof, or (ii) in the event a petition seeking composition of creditors, the protection afforded by the United States Bankruptcy Code or benefit of other laws affecting the rights of creditors generally is filed by or against Customer. Upon termination by Lunar Cow, any and all work to be performed by Lunar Cow under the Proposal shall immediately terminate; whereupon Lunar Cow will have no responsibility to refund any payments made to it prior to such date of termination.

13. CANCELLATION. In the event Customer cancels the engagement contemplated under the Proposal or fails to deliver any items set forth in the Proposal or these Terms and Conditions after written request by Lunar Cow, Customer shall pay to Lunar Cow all charges and fees incurred by Lunar Cow through the date of termination. If Customer does not respond to Lunar Cows request for a meeting, or any items set forth in the Proposal or these Terms and Conditions within one week of Lunar Cow's request in writing, or email or phone call Lunar Cow can consider the engagement between Customer and Lunar Cow cancelled by Customer. In addition, without limiting the availability of any and all other legal or equitable remedies, Customer shall pay a cancellation fee, depending upon the date of cancellation, equal to the following schedule: (a) cancellation during Milestone 1 (or equivalent period) – 50% of total estimated fees; (b) cancellation during Milestone 2 (or equivalent period) – 75% of total estimated fees; and (c) cancellation during Milestone 3 (or equivalent period) – 100% of total estimated fees.

14. OWNERSHIP. Any content or materials supplied by Customer shall remain the property of Customer. Any image, graphics, coding, scripts, text, source code, software or other materials supplied or prepared by Lunar Cow, and any derivative works there from, shall remain the property of Lunar Cow; provided Lunar Cow shall grant to Customer the limited right to use such materials, on a non-transferable basis, on its Web site or as otherwise contemplated in the Proposal. Notwithstanding any other provision of the Proposal or these Terms and Conditions, Customer shall not be permitted to modify, reverse engineer, disassemble or decompile any software or source code supplied by Lunar Cow for any Web site developed by Lunar Cow.

15. RIGHT TO DISPLAY. Notwithstanding any other provision hereof, Lunar Cow will have the right to publicly display any Web site, including any components or content therein, and any design prepared or developed by Lunar Cow under the Proposal to any third party, including, but not limited to, to potential customers in person, by advertisements or trade shows, or through contest submissions.

16. INDEMNIFICATION. Customer shall indemnify and hold Lunar Cow, and its directors, officers, employees and agents, harmless from and against any claims, losses, damages, liabilities, costs or expenses of any nature (including reasonable attorney's fees) suffered or incurred by any of them to the extent that such are caused by (i) a breach of the Proposal or these Terms and Conditions by Customer, or (ii) any content or materials supplied by Customer.

17. LIMITATION OF LIABILITIES. LUNAR COW SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF DATA, WHETHER ARISING OUT OF LUNAR COW'S BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, OR OTHERWISE (EVEN IF LUNAR COW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE). CUSTOMER'S SOLE REMEDY UNDER THE AGREEMENT FOR A BREACH BY LUNAR COW SHALL BE THE PERFORMANCE OF THE SAME OR REPLACEMENT SERVICES AND/OR THE DELIVERY OF REPLACEMENT PRODUCTS BY LUNAR COW.

18. DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, THE PRODUCTS AND SERVICES PROVDIED BY LUNAR COW ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. LUNAR COW EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT THERETO, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, USAGE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

19. GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Ohio, without reference to any conflict of laws principles, and all claims, actions and other proceedings relating to the subject matter hereof shall be brought and heard exclusively in the courts of Summit County, Ohio. Customer hereby consents to jurisdiction and venue of such courts and waives any right to object to such jurisdiction or venue.

20. ATTORNEY FEES. If Lunar Cow is required to resort to legal action for the redress of a breach hereof by Customer, Lunar Cow, if successful, shall be entitled to an award of all of its reasonable attorney fees and costs.

21. ASSIGNMENT. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and assigns. Customer may not assign this Agreement or any of its rights or duties hereunder (including the sale or transfer of majority control of the ownership of Customer) without the prior written consent of Lunar Cow. Nothing in the Proposal or these Terms and Conditions shall be construed as creating any act or beneficial right in or on behalf of any third party.

22. FORCE MAJEURE. To the extent Lunar Cow is prevented from performing any of its obligations hereunder due to circumstances beyond its control (including, but not limited to, the action or inaction of any governmental, civil or military authority; a strike, lockout or other labor dispute; or a fire, flood, war, riot, theft, earthquake or other natural disaster, acts of terrorism or other civil disturbance), Lunar Cow shall not be liable to Customer for any losses or damages arising out of such non-performance.

23. CONFIDENTIALITY. Customer shall treat all confidential and proprietary information and materials of Lunar Cow strictly confidential and shall not disclose such information or materials to any third party.

24. MISCELLANEOUS. No provision hereof shall be deemed waived, amended or modified by either party, unless it is in writing and signed by the party against whom it is sought to be enforced. The failure of a party to enforce any provision hereof shall in no way be construed to be a waiver of such provision, nor in any way affect the ability of a party to enforce the same or other provisions thereafter. The Proposal and these Terms and Conditions represent the complete agreement of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, written or oral, between the parties. Lunar Cow shall be deemed an independent contractor of Customer and neither party shall be, nor hold itself out as being, an employee or agent of the other party. Any notice to be given hereunder shall be given in writing and delivered personally, by overnight courier, by U.S. certified mail, postage prepaid, written receipt requested, or by electronic transmittal with confirmation.

25. MISCELLANEOUS. All outstanding client invoices must be paid in full before the printing of any publication will occur.

26. IMAP SUPPORT. iMap Support includes 90 minutes per month of online training is included with the Lunar Cow standard life time support. Any phone support that is required in any given month will be deducted from the standard 90 minutes of training support. Because phone support is not scheduled training time it will not be billed in ten minute increments until the standard 90 minutes of online training time has been exhausted. Any time an overage occurs during a given month that 90 minutes of training has already been performed it will be billed at $35.00 per hour. After the first 10 minutes of additional online training has been performed the full training hour will be charged. Regular updates will be provided to the customer and include the standard Lunar Cow security and maintenance updates. The iMap is very adaptable and can be customized beyond our standard customization. If the customer chooses to take advantage of these extra options they will be billed and invoiced separately for any options that are not included with the Lunar Cow standard customization.