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CD-ROM DEVELOPMENT AGREEMENT (the "Agreement")

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<Company>> ("Developers") and <<CustCompany>> ("Customer").

Recitals

A. Developers have experience and expertise in the development of multimedia (digital media, graphic design, computer programming, web sites and CD-ROM presentations).

B. Multimedia created by Developers includes: CD-ROMs, web sites, computer programming, flash animations, graphics and other multimedia created or licensed by Developers.

C. Customer desires to have Developers develop multimedia for them.

D. Developers desire to develop Customer's Presentation on the terms and conditions set forth herein (the "Presentation").

Definitions

As used herein, the following terms shall have the following meanings;

A. *"Customer"* shall mean "<<CustCompany>>"

B. *"Developers"* shall mean "<<Company>>"

C. *"Presentation"* shall mean the project according to the terms and specifications as set out in the schedules to this contract as agreed and amended by the parties hereto.

D. *"Specifications"* shall mean for the purpose of each separate contract the specifications as set out and agreed to by the parties, and any amendments thereto, as attached hereto as Schedule B.

E. *"Dollars"* All amounts referenced herein shall mean currency of Canada.

Customer Initials _____ Developers Initials _____

F. *"Material"* shall mean all of Developer's and third parties' material described in Schedule C.

G. *"Schedules"* - The following are the Schedules attached hereto and are incorporated by reference into this agreement:

   a. Schedule A -   Terms and other conditions for the development of the Presentation.

   b. Schedule B -   Specifications that are applicable to Customer's Presentation.

   c. Schedule C -   List of Material owned by Developer and third parties.

   d. Schedule D -   Addresses specified for the parties to this Agreement.

Agreements

In consideration of the mutual covenants set forth in this Agreement, Customer and Developers hereby agree as follows:

1. Development of Presentation.

Developers agree to develop the Presentation according to the terms and specifications set forth in Schedule B attached hereto.

2. Specifications.

Developers agree to develop the Presentation pursuant to the specifications set forth in Schedule B attached hereto (the "Specifications").

3. Delivery of Presentation.

Developers will use reasonable diligence in the development of the Presentation and endeavour to deliver to Customer a Presentation based on the Specifications no later than 60 days after all required media has been received from Customer. Customer acknowledges, however, that

this delivery deadline, and the other milestones listed in Schedule B are estimates, and are not required delivery dates.

4. Ownership Rights.

Developers shall hold all right, title, and interest in and to the Presentation. Specifically, but without limitation, Developer shall hold all right, title, and interest in and to (1) all text, graphics, animation, audio components, and digital components of the Presentation (the "Content"), (2) all interfaces, navigational devices, menus, menu structures or arrangements, icons, help and other operational instructions, and all other components of any source or object computer code that comprises the Presentation, (3) all literal and nonliteral expressions of ideas that operate, cause, create, direct, manipulate, access, or otherwise affect the Content, and (4) all copyrights, patents, trade secrets, and other intellectual or industrial property rights in the Presentation or any component or characteristic thereof. Customer shall not do anything that may infringe upon or in any way undermine or challenge any of Developers' right, title, and interest in the Presentation, as described in this paragraph 4. Notwithstanding the above, Customer shall retain all of its intellectual property rights in any text, images or other components it owns and provides to Developers for use in the Presentation.

5. Compensation.

For all of Developers' services under this Agreement, Customer shall compensate Developers, in cash, pursuant to the terms of Schedule A attached hereto. In the event Customer fails to make any of the payments referenced in Schedule A by the deadline set forth in Schedule A, Developers have the right, but are not obligated, to pursue any or all of the following remedies: (1) terminate the Agreement, (2) remove all web sites, hosting and tracking resources for Presentation, (3) avail itself of any other right available at law, equity or otherwise bring legal action, (4) keep Customer's deposit and credit it towards development time and costs already incurred for the Presentation. The rights and remedies set out in this Agreement are cumulative, and the exercise of any right shall not exhaust all rights or preclude Developers from exercising any one or more right or remedy.

6. Confidentiality.

Customer and Developers acknowledge and agree that the Specifications and all other documents and information related to the development of the Presentation provided by Developers (the "Confidential Information") are confidential and constitute valuable trade secrets of Developers. Customer shall keep the Confidential Information in confidence and shall not, at any time during or after the term of this Agreement, without Developers' prior written consent, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information. Excluded from the "Confidential Information" definition is anything that can be seen by the public on the Presentation when each page of the Presentation is first accessed.

7. Limited Warranty and Limitation on Damages.

Developers warrant the Presentation will conform to the Specifications for a period of 30 days from the date of shipment by Developers. If the Presentation does not materially conform to the Specifications, Developers shall be responsible to correct the Presentation without unreasonable delay, at Developers sole expense and without charge to Customer, to bring the Presentation into material conformance with the Specifications. This warranty shall be the exclusive warranty available to Customer. Except as expressly set out herein, Customer waives any other warranty, condition or representation, express or implied. Customer acknowledges that Developers do not warrant that the Presentation will work on all platforms. Customer acknowledges that Developers are not responsible for the results obtained by Customer on the Presentation. Customer acknowledges that Developers are not responsible for fixing problems on Presentations, once mass produced after Customer has tested, proofed and approved their Presentation. Under no circumstances will Developers be liable to Customer for any claim for damages, direct, indirect, incidental, consequential or special howsoever caused or arising, even if such damages are

DEMO CONTRACT

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