



CUSTOMER AGREEMENT AND TERMS OF SERVICE

Eggbox Media is offering Internet Video E-Mail and other related services. Services are web based and are offered using Eggbox Media technology and website. This agreement is entered into on the _____th day of _____, _____ between Eggbox Media and _____ (Customer).

Products and Services Purchased

Video Email

VideoRep

Video Conference

Number of Webcams Purchased: _____ at \$99 per camera plus tax and any applicable shipping and handling, for a total of \$ _____

Terms and Conditions

- The term of this agreement is Month to Month that requires a minimum 30 day written notice for cancellation.
- Starting date (mm/dd/yyyy) is _____
- Number of users: _____
- Monthly account usage of \$59.95 per user, payable in advance is \$ _____
- Set-up and activation fee of \$495 (due at signing) \$ _____

EGGBOX MEDIA Agrees To Following Additional Services

Number of template(s) to be design and configured by Eggbox Media: _____

Custom Templates created at \$360 per template, for a total of \$ _____.

Eggbox Media will train one or more user(s) per customer (The Administrator) in one single session for up to one hour. Training will be held via phone and/or the internet.

Eggbox Media will service the system with online and phone support. Additional on-site training and support is available at a rate of \$60 per hour. Geographic restrictions apply.



Limitation of Liability

Both parties will not be liable for indirect, special or consequential damages, or any loss of revenue, profits or data, arising in connection with this Agreement or the Program, even if either party has been advised of the possibility of such damages.

Customer agrees that it shall defend, indemnify, save and hold Eggbox Media harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees ("Liabilities") asserted against Eggbox Media, its agents, its customers, servants officers and employees, that it may initiate or that may arise related in any way to Customer business involving Eggbox Media and it's Eggbox Media product.

Intellectual Property

Any software, trademarks, trade names, or other intellectual property owned by Eggbox Media shall remain solely and exclusively their property. Any use permitted of the trademarks, trade names, or other intellectual property of Eggbox Media is granted only as a limited license for the term of this Agreement. Customer acknowledges any unauthorized use of any trademarks, trade names, or other intellectual property shall result in immediate and irreparable damage to Eggbox Media, which cannot be easily measured in monetary terms.

Likewise, trademarks, trade names, or other intellectual property owned by Customer shall remain solely and exclusively their property. Any use permitted of the trademarks, trade names, or other intellectual property of Customer is granted only as a limited license for the term of this Agreement. Eggbox Media acknowledges any unauthorized use of any trademarks, trade names, or other intellectual property shall result in immediate and irreparable damage to Customer, which cannot be easily measured in monetary terms.

Confidentiality

Eggbox Media hereby promises to keep any and all e-mail database information provided by user confidential and shall not release any information to third parties except as otherwise directed herein, authorized by user in writing. If such information is public knowledge that this confidentially portion of this agreement doesn't apply.

Web Site Service Interruption and Tracking Failures

Eggbox Media will make every effort to keep the system operational. However, certain technical difficulties may, from time to time, result in temporary service and tracking interruptions. Customer agrees to hold Eggbox Media harmless and not liable for any consequences financial or otherwise due to such interruptions and Eggbox Media agrees to make our best efforts to limit said interruptions.



Representations and Warranties

EGGBOX MEDIA makes no warranties as to the content of its customers' videos. Customers may not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to distribute the material.

Users shall not upload, e-mail, or deliver any content which in any way: libels, defames, threatens, is pornographic or obscene, or abusive; or advocates illegal activity

All users of the system must be employees of the Customer. No subcontracting of this service is allowed. A template is defined as the text and the graphics that surround the video.

Account Termination Policy

Eggbox Media may terminate a User's account if, under appropriate circumstances, they are determined to be violating the terms and conditions of this agreement.

Eggbox Media reserves the right to decide whether content is appropriate and complies with these Terms of Service for violations other than copyright infringement, such as, but not limited to, pornography, obscene or defamatory material. Eggbox Media may remove such video and/or terminate a User's account in violation of these Terms of Service at any time, without prior notice and at its sole discretion.

Conclusion

We are committed to making our service work for you and your company. If at any time you need our assistance please notify us and allow us to help you through any issue that you may have with our system. If after that time you decide you want to cancel we ask that you give us a 30 day written notice of your desire. We honor all reasonable requests. This is a legal document. If any part of this agreement is deemed unlawful in a court of law then the other parts of this agreement stand. Customer acknowledges that they have read this agreement and agrees to all its terms and conditions. Customer further understands that Eggbox Media may at any time (directly or indirectly) solicit other clients on terms that may differ from those contained in this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written.

Customer Signature

Eggbox Media

Title

Title

Date

Date



Customer Information

Customer Group: _____

Customer Name: _____

Street Address: _____

City: _____

State: _____ Zip Code: _____

Customer's Administrator Name: _____

Customer Administrator Business Title: _____

Phone: _____ Alt Phone: _____

Fax: _____ URL: _____

E-mail Address: _____

Industry: _____

Payment Method (Billed Monthly)

Credit Card _____ Check/Invoice _____

Credit Card Type: _____

Credit Card Number: _____ Expiration Date: _____

Name as it appears on Credit Card: _____

Billing Address:

