



DG FastChannel, Inc. Terms and Conditions

1. General

Acceptance of Customer's orders is subject to Customer's agreement to these terms and conditions.

2. Price

Unless otherwise agreed in writing, DG FastChannel will invoice Customer for the price of its products and services in accordance with DG FastChannel's most current prices. Prices are subject to change without notice.

3. Taxes and Shipping Charges

The prices charged by DG FastChannel are exclusive of any applicable federal, state or local use or sales taxes attributable to such transactions, all of which shall be paid by Customer. With respect to the delivery of products in a tangible format, Customer agrees to pay all shipping charges. Customer assumes all risks of loss or damage after DG FastChannel delivers such products to the carrier for shipment.

4. Warranty

Services and products provided by DG FastChannel are warranted to be free from any defects of workmanship and materials. DG FastChannel must be notified by Customer of any such defects, within 30 days after delivery by DG FastChannel. **Customer expressly waives all other warranties, express or implied, including without limitation, all warranties of merchantability or fitness for a particular purpose.**

5. Limitations and Liability

Customer's sole remedy in respect of any defect in any products or services shall be limited to obtaining repair or replacement thereof, provided DG FastChannel is notified by Customer of such defect within 30 days of delivery. In no event shall DG FastChannel be liable for any other damages, including interruption of business, loss of profits, or any incidental or consequential damages, or otherwise, whether such claims are in contract, in tort, are the result of DG FastChannel's negligence or arise under strict liability, under any warranty or otherwise, and even if DG FastChannel is advised of the possibility thereof.

6. Customer's Content

Customer agrees to defend, indemnify and hold harmless DG FastChannel and its employees and agents from any damages, liabilities, claims and expenses, including attorneys' fees, arising out of or alleging that any content provided by Customer or its employees or agents infringes on the intellectual property rights of any person, or that any such content is libelous, slanderous or is otherwise unauthorized, illegal or detrimental to the rights of any other person.

7. Credit and Terms of Payment

Unless otherwise agreed in writing, invoices for services and for products shipped shall be payable 30 days from the date of invoice. Customer shall pay DG FastChannel 1.5% per month or the maximum legal rate, whichever is less, on all amounts owed DG FastChannel past the stated due date until

paid in full. DG FastChannel reserves the right to restrict the terms of payment or to require payment prior to shipment. Customer shall pay DG FastChannel all costs of collection, including attorneys' fees, incurred in the event of nonpayment by Customer. Customer also agrees that payment is the sole responsibility of the Customer and is not contingent upon Customer's ability to bill, collect payment or settle obligations with a third-party, whatsoever, including closed orders or closed accounts.

8. Security Interest

Products delivered to DG FastChannel are accepted upon the condition that DG FastChannel holds a lien thereon for amounts due DG FastChannel. Customer agrees to do all acts necessary or requested by DG FastChannel to perfect and maintain such security interest.

9. Cancellation

Orders accepted by DG FastChannel may not be canceled without the written consent of DG FastChannel. DG FastChannel may cancel any order: (1) if Customer does not comply with these terms and conditions; or (2) if Customer becomes insolvent or is admitted to any proceeding for settlement of debt of bankruptcy. DG FastChannel reserves the right to refuse any order.

10. Delay

DG FastChannel shall not be responsible for delay in delivery due to any cause beyond DG FastChannel's reasonable control, including, without limitation, acts of God, acts of Customer, rescheduling due to priorities or governmental acts, regulations or requests, fire, accident, strike, slowdown, war, riot, or delay in transportation.

11. Governing Law; Venue

This contract and these terms and conditions shall be governed by the laws of the State of Texas. Any dispute arising under this contract and these terms and conditions shall be submitted for resolution exclusively to the appropriate court in Dallas County, Texas.

Customer Signature

By: _____
Date: _____
Title: _____
Company name _____

DG FastChannel, Inc.

By: _____
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