



A Product of Eagle Forum

EAGLEFORMULA™

**COMPLETE
CAMPAIGN
SOLUTION**

EagleFormula EagleOps™ Terms of Use Agreement

This Agreement is made this ____ day of _____, 2012, between Eagle Formula of Alton, Illinois ("Agency") and _____ ("Customer") with offices located at _____ on the following terms and conditions:

1. Use of Agency's Service

Agency is the developer and owner of EagleOps Campaign Software System which provides a variety of web-based promotional tools and services accessed via the Internet. The Agency authorizes various customers to utilize this service for a fee.

Through the use of the on-line campaign software system, individuals will be able to call, monitor and collect data using voter records via the Internet. The Agency will, pursuant to this Agreement, set up the system's availability for the Customer, maintain Customer's database and make available reports on a web enabled basis to the Customer of additions, changes and updates in Customer's database. The Agency will give Customer access to the services and functionality that we may establish and maintain from time to time and in Agency's sole discretion.

By contracting with Agency and providing voter records for use with Agency's software, Customer gives Agency permission to access and use these records, and to store Customer's log-in credentials for that service. Customer must notify Agency immediately of any breach of security or unauthorized use of Customer's account. Agency will not be liable for any losses caused by any unauthorized use of Customer's account.

2. Terms of Payment

Certain aspects of the Service may be provided for a fee or other charge. If Customer elects to use paid aspects of the Service, Customer agrees to the pricing and payment terms, as Agency may update them from time to time. Agency may add new services for additional fees and charges, or amend fees and charges for existing services, at any time in its sole discretion. Any change to Agency's pricing or payment terms shall become effective in the billing cycle following notice of such change to Customer as provided in this Agreement.

3. Enforcement

Any action to enforce this Agreement brought by either party shall be initiated and maintained only in any court of competent subject matter jurisdiction in the State of Utah. The Agreement shall be governed by and construed in accordance with the laws of the State of Utah, including, without limitation, its substantive, procedural and conflicts of law provisions.

4. Service Rules

Customer agrees not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the

system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at Agency's sole discretion an unreasonable or disproportionately large load on Agency's infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or (xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

5. User Content

A. Some areas of the Service do or may at some future time allow Users to post content such as profile information, comments, questions, and other content or information (any such materials a User submits, posts, displays, or otherwise makes available on the Service "User Content"). Customer retains ownership of Customer's User Content. Customer's User Content and EagleOps™'s use thereof as contemplated by this Agreement and the Service will not violate any law or infringe any rights of any third party, including, but not limited to, any Intellectual Property Rights and privacy or publicity rights. To the best of Customer's knowledge, all Customer's User Content and other information that Customer provides to us is truthful and accurate. Agency is not responsible for any content posted by any User. Customer assumes all responsibility for content posted by Customer or agents thereof.

B. Agency may retain User Content beyond the termination of this Agreement for certain purposes, including, without limitation, complying with any audit, any reporting required under federal or state law and use for improvement of Agency's Service, including, without limitation, quality control of the Service provided in the future.

C. Agency may retain voter databases provided by Customer, including, without limitation, voter lists and databases. Customer warrants that it has no proprietary interest in any database it provides to Agency, and that Customer has obtained any necessary authority for the use of any database provided by Customer to Agency. If there are any restrictions on use of such databases, then Customer must notify Agency before submitting the database to Agency. To the fullest extent allowed by law, Customer agrees to indemnify and hold harmless Agency for any liability arising from the use of any database provided by Customer to Agency, including, without limitation, the payment of any reasonable attorneys' fees necessary to defend or prosecute any claim arising from Agency's use of any database provided by Customer.

D. Agency may use any information it collects during Customer's use of the Service in order to provide, maintain, protect and improve its services, including, without limitation, the future develop of new services and quality control of the service provide to its users. Moreover, Agency may use any information it collects during Customer's use of the Service that is necessary to protect Agency's rights or interest in the Service, including, without limitation, any use of information that may be necessary for Agency and its users to comply with any federal or state law.

6. End User License Grant

A. EagleOps™ Service. Subject to the terms and conditions of this Agreement, Customer is hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service as permitted by the features of the Service. Agency reserves all rights not expressly granted herein in the Service. Agency may terminate this license at any time for non-payment

and for any violations of Section 4 herein, including any subparts thereof and any other acts or omissions of Customer that are in violation of any state or federal law.

B. Mobile Software. Agency may make available software to access the Service via a mobile device ("Mobile Software"). To use the Mobile Software Customer must have a mobile device that is compatible with the Mobile Service. Agency does not warrant that the Mobile Software will be compatible with Customer's mobile device. Agency hereby grants Customer a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software for one Agency account on one mobile device owned or leased solely by Customer. Customer may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Software, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Software; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; or (v) delete the copyright and other proprietary rights notices on the Mobile Software. Customer acknowledges that Agency may from time to time issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that Customer is using on Customer's mobile device. Customer consents to such automatic upgrading on Customer's mobile device, and agrees that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and Agency or its third party partners or suppliers retain all right, title, and interest in the Mobile Software (and any copy thereof). Any attempt by Customer to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. Agency reserves all rights not expressly granted under this Agreement.

7. Proprietary Rights

The Agency is the exclusive owner of the on-line campaign system software which is proprietary and constitutes a trade secret. To the extent Customer becomes aware of any of the proprietary information associated with the campaign system software, it agrees that it will not, during or after the term of this Agreement disclose that information to any person, firm, corporation, association, or any other entity for any reason. In the event of a breach or a threatened breach by Customer of the provisions of this paragraph, the parties to this Agreement stipulate that the Agency shall be entitled to an injunction restraining Customer from breaching or continuing to breach this covenant. In addition, the Agency shall be entitled to pursue any other remedies available at law or in equity for such breach or threatened breach, including the recovery of damages from Customer.

Customer agrees Agency has the absolute right to manage, regulate, control and/or modify the information Customer uploads into the database as it sees fit in its sole discretion, in any general or specific case, and that Agency will have no liability to Customer based on its exercise of such right. Agency does not provide or guarantee, and expressly disclaims, any value, cash or otherwise, attributed to any data residing on Agency's servers.

Customer may choose to or Agency may invite Customer to submit comments or ideas about the Service, including without limitation about how to improve the Service or Agency's products ("Ideas"). By submitting any Idea, Customer agrees that Customer's disclosure is gratuitous, unsolicited and without restriction and will not place Agency under any fiduciary or other

obligation, and that Agency is free to use the Idea without any additional compensation to Customer, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. Customer further acknowledges that, by acceptance of Customer's submission, Agency does not waive any rights to use similar or related ideas previously known to Agency, or developed by its employees, or obtained from sources other than Customer.

8. Security

The Agency uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of Customer's personal information and implement Customer's privacy settings. However, Agency cannot guarantee that unauthorized third parties will never be able to defeat Agency's security measures or use Customer's data for improper purposes. Customer acknowledges that it provides data at its own risk.

9. Indemnity

Customer agrees to defend, indemnify and hold harmless Agency and its subsidiaries, agents, licensors, managers, and other affiliated companies, and Agency's employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) Customer's use of and access to the Service, including any data or content transmitted or received by Customer; (ii) Customer's violation of any term of this Agreement, including without limitation Customer's breach of any of the representations and warranties above; (iii) Customer's violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) Customer's violation of any applicable law, rule or regulation.

10. No Warranty

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT CUSTOMER'S OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, EAGLEFORMULA, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT CUSTOMER'S OWN RISK AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR CUSTOMER'S USE OF THE SERVICE.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EAGLEFORMULA, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES,

SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL EAGLEFORMULA BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR CUSTOMER'S ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

THE AGENCY IS EXCUSED FROM ANY FAILURE OR DELAY IN THE PERFORMANCE OF RESPONSIBILITIES OTHERWISE IMPOSED BY THIS AGREEMENT FOR ANY CAUSE BEYOND ITS REASONABLE CONTROL. SUCH CAUSES INCLUDE, WITHOUT LIMITATION, FIRE, FLOODS, STORMS, EARTHQUAKES, CIVIL DISTURBANCES, DISRUPTION OF TELECOMMUNICATIONS, TRANSPORTATION, UTILITIES OF NECESSARY SUPPLIES, GOVERNMENTAL ACTION, COMPUTER VIRUSES AND INCOMPATIBLE OR DEFECTIVE EQUIPMENT, SOFTWARE OR SERVICES NOT SUPPLIED BY THE AGENCY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EAGLEFORMULA ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM CUSTOMER'S ACCESS TO OR USE OF AGENCY'S SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF AGENCY'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH AGENCY'S SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL EAGLEFORMULA, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO CUSTOMER FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT CUSTOMER PAID TO EAGLEFORMULA HEREUNDER.

THE AGENCY AND CUSTOMER WARRANT THAT ANY INFORMATION OR MATERIAL WHICH IS DISTRIBUTED THROUGH THE INTERNET WILL NOT INFRINGE OR MISAPPROPRIATE ANY COPYRIGHT, TRADEMARK, PATENT OR THE TRADE SECRETS OF ANY THIRD PERSONS, OR OTHERWISE VIOLATE THIS AGREEMENT OR ANY APPLICABLE LAW. THE CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD THE AGENCY HARMLESS FROM ALL LIABILITY AND EXPENSE (INCLUDING ATTORNEY FEES) ARISING FROM ANY CLAIM TO THE CONTRARY RELATING TO THE INFORMATION OR MATERIAL PROVIDED BY THE CUSTOMER TO THE AGENCY.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF EAGLEFORMULA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

12. Termination of Agreement

This Agreement may be terminated by the Agency for any reason provided in Section 6(A) herein by providing 30 days advance written notice of such termination. Otherwise, either party may suspend or terminate this Agreement if the other party materially breaches any provision and fails within ten (10) days of receipt of written notice to cure such default or commence corrective action reasonably acceptable to the non-defaulting party. Termination shall have no effect on those rights and obligations as set out in paragraphs 4, 6, 7, 9, 10 and 11, including all subparts, herein. This Agreement contains the entire Agreement and understanding between the Agency and the Customer and supersedes all prior agreements or understandings, written or oral, between the parties. This Agreement may be changed only by a written agreement signed by both the Agency and the Customer.

There are no refunds for cancellation. In the event that Agency suspends or terminates Customer's account or this Agreement for Customer's breach of this Agreement, Customer understands and agrees that Customer shall receive no refund or exchange for any paid services, any content or data associated with Customer's account, or for anything else.

13. Severability of Agreement

The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision hereof shall not affect the validity and enforceability of the remaining provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and the year first above written.

EAGLE FORMULA

By: _____

Its: _____

Date: _____

CUSTOMER:

By: _____

Its: _____

Date: _____