

Customer Copy, Media Migration Agreement

1. PREAMBLE. This is an Agreement to Make Copies (hereinafter "Agreement") between Video Conversion Experts, Inc., (hereinafter "VCE") having a place of business at 1010 W. Chandler Heights Rd. Ste. 2, Chandler, AZ 85248, and a Customer, identified my name, address, and signature below.
2. PURPOSE: The purpose of this agreement is to assist VCE to filter out infringing uses of the copying services offered by VCE, and to protect VCE from liability.
3. TERMS AND CONDITIONS. VCE agrees, on the following terms and conditions, to make digitized images, which may include digital video images, of works provided by the Customer:
  1. the Customer agrees, as indicated by the Customer's signature below, to indemnify VCE, against any losses, damages or costs, including reasonable attorneys' fees, resulting from any third party claim, action, or demand involving any allegation of copyright infringement arising from copies ordered by and/or made for the Customer by VCE; and
  2. the Customer represents, as indicated by the Customer's signature below, that the copyright for the works that Customer provides to VCE, for digitization or other copying, is:
    - a. owned by the Customer;
    - b. is not owned by the customer but was a purchased product that can no longer be enjoyed unless it is migrated to a newer format for personal use only (example: 8mm movie comics purchased by the Customer in the 1960's that needs to be migrated to a newer format like DVD to be enjoyed since movie projectors are no longer sold);
    - c. licensed to the Customer, and that such license extends to making the digitized copies ordered from VCE by the Customer;
    - d. expired; or
    - e. never existed ( for example: certain documents authored by the US Government).
4. AGREEMENT: VCE and the Customer agree that all terms and conditions set forth in this Agreement are each and all material to this Agreement.
5. DURATION: This Agreement shall be in effect until the latest possible expiration date of any possible copyright in the works provided by the Customer for copying. The right to indemnification shall inure to the benefit VCE, and to any successors in interest thereto.
6. CONSIDERATION: In consideration of this Agreement and payment of a fee (to be determined based on the work to be done in accordance with VCE's schedule of fees as established on the date of signing of this Agreement) for copying services, VCE, promises to render such copying services. In consideration of this Agreement, Customer promises to abide by the terms and conditions and to pay the fees for copying services.
7. SIGNED:

**Filled out by VCE:**

\_\_\_\_\_  
Brad Hinkle, President                      Date

**Filled out by the Customer:**

\_\_\_\_\_  
Signature    Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Street address, City, State