



VIDITalk Customer Agreement

Company or Individual: _____

Contact name: _____

Address: _____

City _____ State _____ Zip _____

Telephone (W) _____ (H) _____ (F) _____

Email address or addresses: _____

This agreement is effective this _____ day of _____, _____ the ("Effective Date"), by and between PatriotNet with its principal place of business at 4031 University Dr., 2nd Floor, Fairfax, VA 22030 and the Company Individual named above, herein referred to as the "Customer".

PatriotNet is a licensed reseller for VIDITalk, a proprietary software program and communications service, developed by VIDISolutions Inc. It is installed on the customers' own desktop(s) and/or laptop(s) enabling the customer to create and send streaming video content.

AGREEMENT

PatriotNet agrees to provide Customer with the service on the terms and conditions described below:

- Ø PatriotNet will supply the Customer with software to be installed at the Customer's location(s). The Customer agrees to pay \$295 per copy of software at the time the order is executed and has the option to purchase Logitech Desktop or laptop camera(s) for \$99 each. Customer also agrees to pay \$13.95 per month in advance, per copy for monthly hosting and software upgrades. Customer has an option to pre-pay hosting and upgrades annually for \$150.00 per copy. Shipping costs, if applicable, will be additional. Customers may opt to purchase their own camera, and in this circumstance, there is no equipment charge.
- Ø **It is required that a VIDITalk order form is completed and presented with this signed contract.**
- Ø PatriotNet offers the Customer an initial and unconditional 30-day money back guarantee (excluding inappropriate use as stated in the section immediately below). There is A ONE-YEAR commitment required under this Agreement and therefore no refunds are provided after this initial and unconditional 30-day money back guarantee period. **If the customer cancels service prior to the first anniversary of the contract, a \$100 early termination fee will become due immediately.** If PatriotNet does not receive termination notice from customer within 30 days of the expiration of the annual contract the contract will automatically be renewed for an additional 12 months at the then prevailing rates. PatriotNet will provide notice to customer of any material changes affecting the services or prices of the renewed annual contract. Customer will be provided a 30-day opportunity to accept any changes affecting the terms of the contract as originally set forth in the contract. Should the customer choose not to accept said changes customer may terminate contract under the conditions described above. **Customer may terminate the contract within 30 days prior to the annual contract anniversary date at any time after 12 months without penalty, by providing notice to PatriotNet in writing, via Email or letter at least 30 days prior to termination date.** If notice is not received contract will be extended 12 months. PatriotNet shall turn service off for any accounts delinquent more than 30-days.

- Ø PatriotNet agrees to provide hosting services for all recorded data and to stream such data as the Software allows, on behalf of Customer, to intended recipients and as agreed to on page three of this Agreement defined as *Terms of Service (TOS)*. **Wherein PatriotNet is hosting on behalf of Customer, certain limitations on bandwidth may apply, such that, if the Customer's bandwidth use exceeds normal and reasonable use as defined in the TOS, (e.g. not to be used for broadcasting to large recipient groups), the Company reserves the right to restrict or block bandwidth use, limiting the amount of concurrent recipients, and terminate any violating licenses. Bandwidth restrictions may result in a delay of video being streamed to message recipients until adequate bandwidth is available. If abuse continues, PatriotNet will disconnect the software and no refund will be provided to the Customer (please refer to page three for a complete review of Terms of Service-TOS). PatriotNet should be consulted prior to distribution of large VidiTalk files. Permission to distribute large numbers of VidiTalk emails will not be unreasonably withheld.*

INSTALLATION, TRAINING AND SUPPORT

- Ø Customer will be responsible to install software and any hardware necessary for proper use of the software.
- Ø PatriotNet will provide technical phone and/or email support for both installation and service related assistance to the Customer, available during standard business hours, Eastern Standard Time Monday through Friday. While PatriotNet will make its best efforts to assist Customer regarding PC issues, it is ultimately the Customer's responsibility to ensure a proper working machine that meets the minimum requirements of use (see page 4) of PatriotNet software and therefore Customer may need to seek additional, outside technical expertise.
- Ø PatriotNet warrants that the software will function properly in accordance with the Terms of Service, provided with product delivery and agreed to by customer during the installation process. PatriotNet agrees to promptly fix or replace the software as needed.
- Ø For as long as the Customer is paid in full with PatriotNet, the Company shall provide to Customer, at no cost, any revised, new or enhanced versions of the Software. Such revised, new or enhanced versions shall include all modifications to the software, which add additional capabilities or functionality to the software.

TITLE

- Ø VIDISolutions owns all right, title, and interest in and to the Software. Customer has no right or interest of any kind therein, except as specifically provided in this Agreement.

PROPRIETARY RIGHTS

- Ø Customer acknowledges that the software contains components that are inventions and works of authorship and that are protected under the laws of the United States and the laws of other countries as well.
- Ø Customer shall not provide access to the Software to third parties without PatriotNet's prior written consent.
- Ø Customer agrees not to remove any proprietary notices from the software.
- Ø VIDISolutions Inc., acting in agreement with PatriotNet, shall have the right in its sole discretion, either by itself or a third party consultant of its choice, to revise, modify, upgrade or to add to the Software system, or any portion thereof. Exclusively, VIDISolutions shall own any such revisions, modifications, conversions, upgrades or additions.

The parties hereto have executed this Service Agreement and agree to its terms, and the *Terms of Service* (on page 3 of this agreement), and reviewed the *Requirements of Use* (on page 4 of this agreement) as of the Effective Date of this Agreement.

PatriotNet

CUSTOMER

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

TERMS OF SERVICE

1. **DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY.** VIDI licenses the use of the Software to Customer as per the license agreement provided with the Software, which Customer agrees to upon the installation of the Software. VIDI's warranties set forth in this Agreement are exclusive and are in lieu of all other warranties, express or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. VIDI's liability to Customer under any cause of action shall not exceed the amount of the fees paid by Customer hereunder. Neither party shall be liable to the other for any incidental, special, indirect, or consequential damages, however caused, including but not limited to loss of profits or loss of data, even if the parties have knowledge of the possibility of such damages.
2. **CONTENT.** Information, data, text, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly or privately transmitted, are the sole responsibility of the person from which such Content originated. Customer, and not VIDI, is entirely responsible for all Content that is emailed, transmitted or otherwise made available via the Software. VIDI does not control the Content transmitted via the Software and, as such, does not guarantee the accuracy, integrity or quality of such Content. Customer understands that by using the Software, they may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will VIDI be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content, emailed, transmitted or otherwise made available via the Software. Customer agrees not to email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable utilizing the Software.
3. **HOSTING SERVICES.** VIDI Hosting Services are not to be used for broadcast messages. Additional charges may apply in the event that Customer's bandwidth usage exceeds normal and reasonable use, defined as 20 concurrent streams per VIDITalk message. VIDI reserves the right to restrict bandwidth use, limiting the amount of concurrent recipients, and suspend or terminate any violating licenses. Bandwidth restrictions may result in message recipients experiencing a delay of video being streamed, increased video buffering times, degradation in video quality and/or inability to view video.
4. **COMPLETE AGREEMENT.** This Agreement is the exclusive statement of the agreement between the parties with respect to its subject matter and as of its date supersedes all prior agreements, negotiations, representations' and proposals, written or oral, relating to its subject matter. The terms and conditions contained herein shall not be modified supplemented or rescinded except by an agreement in writing signed by both parties. Neither party shall be bound by or be liable to the other party for any representation, promise or inducement made by any agent or person in the other's employ. In the event of any inconsistency between this Agreement and any other form used by either party in connection herewith, the terms of this Agreement shall govern.
5. **GENERAL PROVISIONS**
 - a) No delay, failure, or waiver by either party to exercise any right or remedy under this Agreement, and no partial or single exercise, shall operate to limit, preclude, cancel, waive, or otherwise affect such right or remedy, nor shall any single or partial exercise limit, preclude, impair, or waive any further exercise of such right or remedy or the exercise of any other right or remedy.
 - b) This Agreement shall be governed by and construed in accordance with the laws of the State of New York, applicable to contracts wholly negotiated, executed and to be performed in such State.
 - c) Any controversy or claim arising from or relating to this Agreement or the breach thereof shall be settled by arbitration in New York in accordance with the rules then arising of the American Arbitration Association. All limitations of liability contained on this Agreement shall apply to any arbitration brought pursuant to this paragraph. The decision of an arbitrator or tribunal of arbitrators shall be final and binding upon the parties and enforceable in any court of complaint jurisdiction in the United States.
 - d) Failure of either party to exercise in any respect any of the rights provided herein shall not be deemed a waiver of any right hereunder.
 - e) This Agreement and the rights and duties hereunder shall not be assignable except upon the written consent of the other party.
 - f) Each party acknowledges that it has read this Agreement, understands it, agrees to be bound by its terms and agrees that it is the exclusive and complete statement of the agreement between the parties and supersedes and merges all prior proposals, understandings and agreements, whether oral or written, relating to the subject matter hereof. This Agreement may not be modified except by written instrument duly executed by both parties.
 - g) Customer hereby understands and agrees that VIDI shall have no obligation for any loss of or damage to any information or materials, including without limitation the recorded messages created with the Software as described above. Customer further understands and agrees that VIDI shall not be liable for any indirect, special, incidental consequential or exemplary damages arising under this Agreement or in connection with the software, regardless of whether advised beforehand of the possibility of such damages. In no event shall any liabilities under any cause of action exceed the amount of the fees paid by customer hereunder, regardless of the cause of action, in tort, contract or otherwise. Customer understands and agrees that the foregoing limitations are a material term of this agreement, and that VIDI would not enter into this Agreement without such limitations.
 - h) If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall be in no way affected or impaired thereby and shall remain in full force and effect. Such invalid, illegal or unenforceable provision shall be severed from this Agreement and the remaining terms shall be separately enforceable.
 - i) Customer agrees to indemnify and hold VIDI, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content in customer emails, transmits or makes available through the Software Customer's use of the Software, Customer's connection to the Software, Customer's violation of the TOS, or Customer's violation of any rights of another.
 - j) Customer expressly understands and agrees that VIDI shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if VIDI has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Software; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or software and services purchased or obtained or messages received or transactions entered into through or from the Software; (iii) unauthorized access to or alteration of VIDI's transmissions or data; (iv) statements or conduct of any third party on the Software; or (v) any other matter relating to the Software.
 - k) Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of Section m) may not apply to VIDI.
 - l) Notices to Customer may be made via either email or regular mail. The Software may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to Customer generally on the Software.
 - m) VIDISolutions, VIDITalk, the VIDISolutions and VIDITalk logos and other VIDI logos, products and Software names are trademarks of VIDISolutions, Inc. (the "VIDI Marks"). Without VIDI's prior written permission, Customer agrees not to display or use in any manner, the VIDI Marks.
 - n) Customer's performance hereunder and use of the Software shall at all times comply with all applicable laws, rules and regulations, and Customer shall fully indemnify, defend and hold harmless VIDI against any violation thereof.
 - o) The parties agree that any breach or threatened breach of this Agreement by the Customer is likely to cause VIDI damage that is not fully reparable by payment of damages, and further agree that in such cause, VIDI shall be entitled to seek and obtain injunction or other equitable relief to protect its rights hereunder.



Requirements of Use to Create a **VIDITalk** Video Email

- q **VIDITalk** software, Camera and User Guide
- q Pentium II (or equivalent chip) with 450 MHz processor
- q 128 MB RAM
- q 54 MB of available hard disk space to install **VIDITalk** and camera drivers
- q Operating System: Win98, 98SE, 2000, XP (Home or Pro), ME
- q Internet Explorer (IE) 5.01, Netscape 4.X, or later editions
- q USB port for camera
- q High speed Internet access connection (e.g. 128 kbs or faster)
- q **VIDITalk** does not work on Mac, or Windows NT
- q Windows Media Player 7.1 (or later)
- q Full Duplex Sound Card

In order for recipients to view messages system requirements include a high-speed Internet access connection and Windows Media Player 7.1



VIDITalk Order Form

Licenses, Cameras, & Screens

Item	Model / Specifications	Quantity	Cost per Unit	Total
Software Licenses	VIDITalk, Version 2.0		\$295.00	\$
Camera with Built-in Microphone:				
Desktop Camera	Logitech Pro 4000		\$99.00	\$
Laptop Camera	Logitech QuickCam for Notebooks		\$99.00	\$
Custom Playback Screen	Customized Graphics & Lay-out for VIDITalk Skin		\$500.00	\$
Tax, If Applicable			\$	\$
Shipping, If Applicable			\$	\$
TOTAL - Licenses, Cameras, & Screens				\$

Hosting/Upgrades

PatriotNet Hosting facilities offer a secure, reliable environment with redundant power, redundant carrier-neutral network services, fire detection systems, high levels of physical security, and various other environmental controls.

Item	Quantity	Cost per Unit	Total
Monthly Hosting & Upgrades		\$13.95 paid monthly in advance	\$
Annually Pre-paid Hosting & Upgrades		\$150.00	\$
TOTAL Due at Signing			\$

Customer Signature _____ Date _____

Name, Printed _____