



TERMS AND CONDITIONS

1. Introduction.

1.1 Secure Cloud Video ["SCV"] will provide you the services and enhancements ordered on the Services Order Form and any subsequent Addenda executed by you. The Agreement includes and incorporates these Terms and Conditions and any subsequent Terms and Conditions associated with Addenda that you may sign at any time. The words "we", "our" and "us" refer to Secure Cloud Video, of Maryland Heights, Missouri. The words "customer" "you," and "your" refer to the entity that has signed this Agreement with us.

The word "Services" includes and incorporates any business services you may order or obtain from SCV at any time that are not expressly governed by another agreement you sign with us. The following Terms and Conditions govern all aspects of your purchase, use and termination of all Services, as defined in this section. Please review carefully and confirm the Services ordered on the Service Order Form.

2. Services

2.1 We will provide to you the Services identified on the Service Order Form for the "Service Period" at the Monthly Recurring Charges [MRC] and Non-Recurring Charges [NRC] outlined on the Service Order Form.

3. Installation and Equipment.

3.1 SCV may provide equipment to Customer to enable the use of SCV Services. SCV will provide replacement Equipment only if the Equipment is deemed to be defective and covered under the warranty. SCV will not cover replacement for lost, stolen, or modified equipment. Equipment returned by Customer that is not covered under warranty may be refused by SCV, and Customer will be responsible to pay return shipping charges.

3.2 If you elect for SCV to install any equipment at your Service Address, you agree to comply with all instructions and requirements regarding the use and/or care of our equipment, and to take reasonable measures to protect our equipment at all times. You will provide a secure, air-conditioned space to house the equipment and sufficient electricity to operate the equipment. You shall not modify the Equipment in any way without the express written permission of SCV. You agree to pay us the replacement value of any lost, stolen, damaged or unreturned equipment. We will replace any of our equipment that does not perform as specified, at no charge to you, unless we determine per manufacturer specifications that you are directly or indirectly responsible for SCV equipment failure. Replacement charges, based on the fair market value of Equipment, will apply in the case that you are directly or indirectly responsible for equipment failure.

3.3 Any Equipment selected by Customer through our Monthly Payment Option is provided to you as a monthly rental. Ownership is not transferred to Customer unless an approved Buy-Out option is ordered by you. Buy-out options are available to you at any time throughout the Contract Term. If a Buy-Out option is exercised, the Monthly Recurring Charges associated with the applicable Equipment will be removed from your monthly invoice. Please see the Equipment Buy-Out Option Schedule for applicable pricing information.

4. Charges, Payments and Fees

4.1 Your Monthly Recurring Charges and other applicable charges begin when the Services are available to you. You are responsible for all Monthly Recurring Charges and Non-Recurring Charges invoiced for the Services provided. SCV is not obligated to invoice or provide Services to anyone other than you.

4.2 Each month, we will send an electronic invoice that will include all Monthly Recurring Charges and Non - Recurring Charges billed one month in advance. You authorize SCV to initiate automatic payment via ACH or Credit Card for the Invoice Amount each month. Taxes, regulatory fees, and other required service



charges are not included herein. You agree to pay the total amount of each invoice by the invoice due date shown on that invoice. To dispute the amount or accuracy of any invoice, you must notify SCV in writing to the address listed in Section 15.4, no later than the due date of that invoice detailing the disputed charges. SCV will not issue credits for any charges that are not disputed in writing by the due date of the first invoice containing the disputed charges. You must pay any charge or amount that you do not properly dispute by the due date of the first invoice for those charges, without exception. If SCV determines that a refund is due, we will credit the amount of the incorrect items on a subsequent invoice. Upon receipt of notice from SCV that the disputed charges are correct, all past due amounts must be paid, in addition to any late payment charges described in Section 4.3.

- 4.3 All payments must be in U.S. dollars. A late payment fee will be assessed on any unpaid amounts until paid at the lower of:
- (a) 1.5% per month (18% annually) or
 - (b) the maximum rate allowed by law. You are also responsible for all other costs and legal fees incurred in collecting all unpaid amounts, unless otherwise ordered by the court in any action to collect those unpaid amounts. SCV reserves the right to assess a service fee for any check returned for insufficient funds.
- 4.4 You agree that we may obtain credit reports and other information about you from credit reporting agencies and other sources at any time during this Agreement. You agree to provide a deposit as a guarantee of payments under this Agreement or to increase the amount of any prior deposit should we find your credit standing, financial circumstances or payment history unsatisfactory at any time or if your account incurs excessive usage charges. The amount of the deposit will be at our sole discretion. SCV reserves the right to apply a deposit amount to any past due charges under this Agreement, with or without notice to you. You also agree to redeposit the amount so applied, promptly at our request.
- 4.5 In addition to the charges for your Service, you are responsible for all federal, state and local sales, use and excise taxes and any new or increased fees, assessments, taxes or other charges for the Services, including any universal service fund charges that may apply. You are also responsible for any charges from third parties that arise when you use your phone number as a billing mechanism for third-party services [such as 900 or other information charges]. Should you request any third-party services, you agree that we may release your name and billing information directly to that third party so that it can bill you directly for those services.

5. Your Responsibilities

- 5.1 In addition to your other responsibilities under this Agreement, you agree that you and anyone using the Services will:
- (a) upon request, assist with any actions necessary in order to install and activate the Services;
 - (b) provide adequate facilities to house and operate any SCV provided equipment;
 - (c) not resell the Services to any third party;
 - (d) comply with SCV Acceptable Use Policy described in Section 12 below;
 - (e) comply with all federal, state, and local laws, rules, regulations and tariffs that apply to the Services or this Agreement;
 - (f) be solely responsible to establish and maintain security measures [including, without limitation, codes, passwords or other features] necessary to restrict access to your computers, servers or other equipment through the Services;



(g) be solely responsible for all fraudulent, unauthorized, illegal or improper use of the Services by persons accessing those Services through your network, facilities, equipment or Service Address; and

(h) authorize and identify to us in writing at least one individual who is authorized to represent you on any aspect of the Services and your account (including, all requests for moves, additions, deletions or changes to the Services). You agree that you will notify us immediately of any Loss of Service or other problems with any of the Services.

6. Term and Termination

6.1 This Agreement is effective upon signing by both parties. This Agreement will continue in effect for the Service Period (“Contract Term”) specified on the Service Order Form. At the end of the Service Period, this Agreement will renew automatically for additional periods (“Renewal Term”) of one month each until either party gives written notice to terminate this Agreement not less than 15 days before the end of the Initial Term or any Renewal Term. In the case of any renewal, you will be responsible to pay the charges and terms in effect on the day before renewal, plus the applicable fees, taxes and other charges as described in Section 6.6.

6.2 During the first ninety (90) days of service following installation of the initial Service, you may terminate the Video and/or Audio Recording Services portion of this agreement for any reason, without further obligation, and pay only those charges for installation and Video and/or Audio Recording Services including all usage charges for the period of use prior to termination under this section 6.1. The termination of Network Access Services will result in Early Termination Fees regardless of when the Services are terminated provided that the initial Contact Period has not been met.

6.3 You may terminate any Services provided under this Agreement without liability for early termination charges if you experience a loss of service for that particular Service of more than 7 consecutive hours on two occasions or more in any 30 consecutive days and you notified us of each loss of service (of any duration) or any other problem with that Service immediately after that loss of service or problem first occurred (in each instance). You may also terminate this Agreement if we fail to comply with any other SCV obligations under this Agreement for 30 consecutive days after receiving notice from you. In either case, you may terminate the affected Service only if your account is current before termination (i.e. no balance due more than 30 days) and you, your equipment, or 3rd party supplementary services did not contribute to the loss of service or to our failure to comply with this Agreement, either directly or indirectly. You may not cancel this Agreement for any loss of service except as permitted in this Section 6.3. You must pay all charges due for each Service received until that Service is disconnected.

6.4 You may perform a one-time cancellation of Services amounting to 15% or less of your original Contract Amount without liability of Early Termination Fees. You may also terminate your Services at any time (with liability for Early Termination Fees) by properly notifying us by submitting a Service Cancellation Request Form on SCV’s website (www.securecloudvideo.com/cancellation).

6.5 SCV may terminate this Agreement or suspend all or any Services if:

(a) you fail to take any action that we have requested in order for SCV to install or activate the Services;

(b) you fail to pay any amount owing to us when due, and fail to correct any discrepancies within 10 days after notice from us;

(c) you, or anyone using any of the Services, use or operate any Services in a manner that, in our sole determination, is or could violate our Acceptable Use Policy described in Section 12 below or applicable law or the intended business use of that Service; or;



- (d) you fail to provide a new or increased deposit when requested;
- (e) you fail to perform or comply with any other obligation under this Agreement, and to remedy that failure within 30 days after notice from us;
- (f) you are involved in or are the subject of any change-in-control, including any sale of your stock or assets, reorganization or merger;
- (g) you, or anyone using any of the Services, use or operate any Services in a manner that could, in our sole determination, result in harm to us, our network, our reputation, and/or other customers; or
- (h) we determine at any time (in our sole discretion) that your payment record, ability to make timely payments or creditworthiness has become unsatisfactory. If we elect to terminate this Agreement or any Services, you must pay Early Termination Fees as described in Section 7 below.

6.6 If we suspend Services under any circumstances pursuant to this Agreement, then to resume those Services, you must first pay all past due and other applicable charges, including the late payment fees and costs described in Section 4.3 above. Before we resume your Services, we may also request satisfactory assurances from you on your future ability to pay for Services timely, even if you have paid the required resumption fee and other amounts. Those assurances may include a new or increased deposit to guarantee payment for future Services, among other things.

6.7 SCV reserves the right to apply any deposit to any amounts owing under this Agreement (including, without limitation, Early Termination Fees), and will return the remainder of any deposit to you at the end of the term of this Agreement. You must immediately make all Service equipment available to us or pay us the replacement value of all equipment and other property that you do not make immediately available to us, promptly upon receipt of invoice. You must also pay all costs that we incur in retrieving or attempting to retrieve our equipment and property, promptly upon receipt of invoice.

7. Early Termination Fees

7.1 Except for your proper termination of this Agreement under Section 6.2 above, in every other instance in which this Agreement terminates before the end of the applicable Contract Term or Renewal Term, you are responsible to pay an Early Termination Fee as liquidated damages and a reasonable approximation of our loss from early termination. The amount of the Early Termination Fee will be calculated as fifty percent (50%) of the average billed monthly charges, including usage, due for each remaining month of the term of this Agreement. Customer may also be responsible for the remaining balance on all Equipment that is provided, which will be determined by a pro-rated amount of the current Equipment fair market value.

8. Disclaimer of Warranties

8.1 SCV is providing the Services and Services related products to you on an "as is" basis without any warranty, express or implied. SCV disclaims all implied warranties, including warranties of merchantability and fitness for a particular purpose, and any warranty from usage or trade, course of dealing, or course of performance, among others. You are solely responsible to select, use and determine the suitability of Services and Services related products, and SCV will have no liability for that selection, use or suitability. SCV does not warrant the Services will be uninterrupted or error-free. SCV does not represent that the Services or Services related products will meet your requirement or prevent unauthorized access to your computers, network, servers, and other equipment or to any data, information, or files on any of them.

9. SCV Liability Limitations

9.1 You agree that your sole remedy against SCV for our failure to comply with this Agreement will be to obtain



the credit(s) for prepaid, unused Services or, if applicable, to terminate the affected Service as described in Section 6 above.

9.2 SCV is not liable for any indirect, incidental, consequential, punitive or special damages, or any damages relating to loss of data, profit, revenue or business, or loss, damage or destruction of any property, whether you, your assignee or any other transferee suffer that loss or damage and whether or not SCV is informed in advance of the possibility of such loss or damage. SCV is not liable for the content, accuracy or quality of information transmitted through its equipment, facilities or Services, or Services Related Products and you agree to assume the risk of transmitting, receiving or using any such content or information.

9.3 SCV's sole liability to you for any claims, losses or damages caused by the Services or equipment or otherwise under this Agreement is limited as described in this Section 10. You further agree that the limitations on SCV's liability in this Section 10 will apply in any action or proceeding against SCV, whether based in Agreement, tort (including negligence or strict liability) or under any statute, law, rule or otherwise.

10. Force Majeure

10.1 Neither party will be in violation of this Agreement or otherwise liable for any delay, failure to perform or equipment or property damage, loss, destruction or malfunction, or any consequence thereof, caused by anything beyond our reasonable control, including, without limitation, fire; earthquake; flood; weather; acts of God; labor disputes; utility curtailments; power failures; cable cuts; failure caused by telecommunications or other Internet provider(s); Handsets or other Services Related Products (including Mobile Related Products); worms, Trojan horses, viruses or other destructive code or software; explosions; civil disturbances; terrorism; vandalism; governmental actions; or shortages of equipment or supplies [collectively, "Events of Force Majeure"].

11. Acceptable Use Policy

12.1 You agree to comply at all times with our Acceptable Use Policy ["AUP"] which is posted online at <http://securecloudvideo.com/index.php/policy> and is incorporated in this Agreement by this reference. We may change the AUP at any time without prior notice to you and any AUP amendments will be effective upon posting on our website.

12. Additional Services

12.1 You may order additional or different SCV Services after the date of this Agreement through our website, or by email, facsimile or telephone call to us. Except to the extent expressly governed by another agreement you sign with us, any additional Services that you order through whatever means will be governed by these Terms and Conditions, as modified by explicit terms for such additional Services posted on the Internet at www.securecloudvideo.com and incorporated herein by reference. Your use of any additional Services will be deemed to be your consent to comply with any additional terms and conditions.

13. Recording and Storage

13.1 SCV reserves the right to establish or modify general practices and limits concerning use of Recording and other Services and Software, including without limitation, the maximum number of days that content will be retained by SCV's platform.

13.2 Customer acknowledges and understands that there are federal and state statutes governing the electronic recording of telephone conversations and that SCV will not be liable for any illegal use of the Service. Because Customer circumstances vary widely, Customers should carefully review their own circumstances when deciding whether to use any recording features with SCV Services and it is the



Customer's responsibility to determine if the electronic recordings are legal under applicable federal and state laws. SCV is not responsible for any misinterpretation, lack of understanding or lack of knowledge regarding the use of electronic recordings or the use of its products by the Customer, whether legal or illegal, and Customer will indemnify and hold SCV harmless for any claims, damages, fines, or penalties arising out of your failure to adhere to applicable electronic recording laws.

14. General

- 14.1 You may assign your rights under this Agreement as part of a change in control or ownership of your business or the entity that has signed this Agreement with us (whether by sale of stock or assets, reorganization, merger or otherwise) provided that
- (a) you are current on all payments (i.e. no balance older than 30 days) and
 - (b) the person(s) to obtain your rights under this Agreement agree(s) with us in writing to assume all of your obligations under this Agreement and
 - (c) meet(s) the creditworthiness and other preconditions that would apply at the time to a new customer under similar circumstances. If all preconditions are not met, we may treat the Agreement as terminated and, in addition to all other rights, charge you Early Termination Fees as of the date of the change of control or ownership.
- 14.2 You acknowledge that future rules, tariffs, regulations, orders, treaties or other laws promulgated, enacted, or entered into by international, federal, state or local legislatures, agencies, governments or other regulatory bodies may affect our respective rights or obligations under this Agreement. If any such future action adversely affects SCV's rights or obligations under this Agreement, then we may require, upon thirty (30) days notice to you, that the parties renegotiate this Agreement in good faith to address the effect of such actions. Your failure to do so will be deemed to be your Customer Acceptance termination of this Agreement, subjecting you to Early Termination Fees.
- 14.3 If an arbitrator or court should declare any one provision of this Agreement to be invalid, then the other provisions will remain in effect and the parties will work in good faith to agree to a replacement provision that has the same or similar intent as the original provision. This Agreement is for the sole benefit of you and SCV, and no other person.
- 14.4 All notices under this Agreement must be in writing, with all notices to us to be sent to: **Secure Cloud Video, 2465 Centerline Industrial Dr, Maryland Heights, Missouri, 63043, orders@securecloudvideo.com**, or to any other address that we may notify you or post on our website.
- 14.5 The Section headings used herein are for reference only and will not enter into the interpretation of this Agreement.