

## Video Insight Integrator Agreement

THIS INTEGRATOR AGREEMENT ("**Agreement**"), dated and effective as of the \_\_\_\_\_, is made and entered into by and between Video Insight, Inc, a Texas company ("**Video Insight**"), and \_\_\_\_\_, a \_\_\_\_\_ corporation ("**Integrator**" or "**You**").

1. PRODUCTS. This Agreement applies to your order and purchase of software and hardware products ("Products") for resale to businesses or residences in the United States from Video Insight. Along with this Agreement, you are also bound by the terms and conditions set forth in the Video Insight license Agreement provided with the software, which is incorporated into this Agreement as if set forth fully herein.
2. CONSIDERATION. Video Insight agrees to provide You Products and you agree to purchase Products pursuant to the provisions of this Agreement. Video Insight further agrees to provide Integrator, product training and literature and priority technical support pursuant to the terms of this Agreement.
3. PAYMENT TERMS. The first order accepted by Video Insight will require immediate payment via a credit card, (Visa, MasterCard or American Express) or shipment COD via United Parcel Service. The Parties agree that payment terms will be established in writing upon credit (1) approval of the Integrator and (2) the Integrator's second order request.
4. RETURN POLICY. Integrator orders can be returned with a (20%) restocking fee for 30 days after the date of purchase. After 30 days, returns will be considered on a case-by-case basis. Shipping charges are non refundable.
5. NON-EXCLUSIVE TERRITORY. This Agreement is not confined to any specific territory or geographic region. Video Insight reserves the right to have multiple Integrator relationships in an area.
6. TERM. Unless terminated as provided herein, the term of the Agreement begins on the date You executed this Agreement and will continue 12 months thereafter, automatically renewing for successive 12 month periods. Either party may terminate this Agreement for convenience, without liability, by providing the other party 30 days prior written notice. If either party breaches this Agreement, the non-breaching party may immediately terminate this Agreement upon written notice to the breaching party.
7. ORDERS. When Video Insight accepts an order, Video Insight will designate all shipping option(s) and provide You with estimated shipping date(s). If Video Insight ships Products freight collect or freight prepaid by You, You will bear the risk of loss of or any damage to the Products during shipping. Except for Video Insight software, title to Products passes from VIDEO INSIGHT to You when VIDEO INSIGHT or its supplier(s) ships the Products from its location. Shipping dates provided by VIDEO INSIGHT are estimates only. You and Your end-user are bound by and agree to abide by the terms of the License Agreement, which is distributed with the software and incorporated into this Agreement. In order to receive tax exemption on the sale of products, You must provide VIDEO INSIGHT with a valid tax exemption certificate at the time the order is placed for companies located in the state of Texas and any other states where VIDEO INSIGHT has offices.
8. USE OF INFORMATION All software and documentation, technical information, and Confidential Information (as defined below), in whatever form recorded ("Information") that VIDEO INSIGHT may furnish to Integrator in contemplation of or under this Agreement, shall remain the property of VIDEO INSIGHT. VIDEO INSIGHT grants Integrator a personal, non-transferable and nonexclusive right to use such Information in the United States subject to the following conditions: Such Information (i) shall be used by Integrator only to order Products and VIDEO INSIGHT services or to add value to, install, operate and maintain the particular Products for which such Information was initially furnished; (ii) shall not be reproduced or copied, in whole or in part, except as necessary for use as authorized herein; and (iii) shall, together with any copies thereof, be returned or destroyed when no longer needed or may if recorded on an erasable storage medium be erased. Unless VIDEO INSIGHT consents in writing, such Information shall be treated in confidence by Integrator. Such Information may be disclosed to other persons, upon VIDEO INSIGHT's written authorization, solely for the purpose of adding value to, installing, operating, or maintaining the Products supplied hereunder, provided such other person agrees in writing (a copy

of which writing will be provided to VIDEO INSIGHT) to the same conditions respecting use of Information contained in this section.

- a. All Product artwork, diagrams, firmware, source code, applications, documentation, and technology is the sole property of VIDEO INSIGHT.
  - b. Trademark and Copyright Legal Notices, Video Insight, the Video Insight logo, among others, are registered trademarks and/or registered service marks of Video Insight Inc., or one of its subsidiaries. Video-Insight.com, Videoinsight.net, and demovi.com, among others, are trademarks and/or service marks of Video Insight Inc. Other brands or product names are trademarks or service marks of their respective owners, should be treated as such, and may be registered in various jurisdictions. Microsoft, Windows, XP, SQL are trademarks of Microsoft Corporation, registered in the United States and other countries. Dell, PowerEdge are trademarks of Dell Corporation, registered in the United States and other countries.
9. CONFIDENTIALITY. Video Insight will provide the Integrator with confidential information and trade secrets in order for Integrator to perform under this Agreement and Integrator agrees that Video Insight's confidential information and trade secrets concerning its business, which would include, but is not limited to dealer price lists, finances, marketing plans or strategies, business plans, forecasts and strategies, policies, procedures, information relating to product research and development, training plans, pricing arrangements with its suppliers or customers, and the identity of customers, information belonging to customers, potential customers, joint venture partners, institutions and associations ("Confidential Information") is valuable, vital information belonging exclusively to Video Insight. The Integrator acknowledges and agrees that the disclosure of any Confidential Information to others would be highly detrimental to the best interests of Video Insight and that Video Insight is entitled to protect its proprietary interest in the Confidential Information and the good will of its business. This section on Confidentiality shall survive the termination of this Agreement and the Integrator and its employees and agents understand that the obligations of confidentiality in this section may remain in effect for a lifetime.
- a. Without Video Insight's prior written authorization, the Integrator will not, and will not permit its employees, agents or representatives to:
    - i. disclose or otherwise make available any Confidential Information to any persons other than Integrator's employees, agents or representatives who have a need to use such Confidential Information for purposes expressly permitted by this Agreement and who are advised of the existence of this Agreement and the Integrator's obligations hereunder;
    - ii. copy, recreate or otherwise reproduce any Confidential Information in whole or in part, except as necessary to use such Confidential Information for purposes expressly permitted by this Agreement; or
    - iii. use any Confidential Information for any purposes not expressly permitted by this Agreement.
  - b. Integrator shall take all necessary steps to ensure that any person to whom Confidential Information is disclosed is aware of the receiving party's obligations hereunder and is bound by the same obligations of confidentiality and nondisclosure as the receiving party.
  - c. Return of Materials. All Confidential Information disclosed hereunder shall remain the sole and exclusive property of Video Insight. Upon Video Insight's request, the Integrator will promptly deliver to the disclosing party: (a) all materials in written or other tangible form, whether or not containing Confidential Information, furnished by Video Insight (including, without limitation, computer disks, computer software programs or documentation, business plans, marketing plans and product samples, designs, drawings and specifications) and all copies, notes, summaries, abstracts, drawings, sketches, reproductions, models and other materials produced from such materials or from Confidential Information; and (b) all materials containing Confidential Information which are in the possession or under the control of the Integrator. The Integrator's obligations under this Agreement shall survive compliance with any such request or the termination of this Agreement.

10. RELATIONSHIP OF THE PARTIES. It is understood and agreed that You shall not be considered an employee or agent of Video Insight during the term of the Agreement, and that neither You nor Your employees shall be entitled to any compensation or benefits under this Agreement. You assume all legal and contractual obligations arising out of and relating to the performance of Your duties. Video Insight and You do not intend for this Agreement to establish any relationship between the parties as partners, joint venturers, joint employers or employees or each other. No inspection, advice or suggestion by Video Insight shall operate to control the method of performance of any and all Products sold or services rendered by You to end users.
11. LIMITED WARRANTY. Because of uncertain or unknown conditions and incidental hazards under which the Products are used, Video Insight does not warrant or guarantee that any particular result will be achieved. With regard to the software provided, the sole and exclusive warranty provided by Video Insight is that (1) the media on which the software is furnished will be free of defects in materials and workmanship; and (2) the software will substantially conform to its published specifications. With regard to any hardware provided by Video Insight, the sole and exclusive warranty provided is that the hardware provided will be free from material defects in workmanship, manufacture and materials. This limited warranties for software and hardware (collectively, the "Limited Warranties") shall survive inspection of, payment for and acceptance of the Products, but in any event shall expire ninety (90) days after the date you receive the Products, unless prohibited by law. As to any defects discovered after ninety days from receipt, there is no warranty or condition of any kind. Any supplements or updates to the software, including without limitation any (if any) service packs or hot fixes provided to You after the expiration of the ninety-day warranty period are not covered by any warranty or condition, express, implied or statutory. **Except for the Limited Warranties and to the maximum extent permitted by applicable law, Video Insight provides the Products and support services (if any) "AS IS" AND WITH ALL FAULTS. THERE ARE NO OTHER WARRANTIES (NOR REPRESENTATIONS) HEREUNDER OR ELSEWHERE MADE BY VIDEO INSIGHT, EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OF GOOD AND WORKMANLIKE PERFORMANCE, ALL WITH REGARD TO THE PRODUCTS AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, ARE DISCLAIMED BY VIDEO INSIGHT AND EXCLUDED FROM THIS AGREEMENT. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE PRODUCTS. NO AFFIRMATION WHETHER BY WORDS OR ACTIONS BY VIDEO INSIGHT, ITS AGENTS, EMPLOYEES OR REPRESENTATIVES SHALL CONSTITUTE A WARRANTY.**
12. LIMITED AND EXCLUSIVE REMEDY. Video Insight's sole responsibility and Your exclusive remedy for any nonconformance or defect is expressly limited to the refund of the purchase price paid, if any, or the replacement of the Products determined by Video Insight, in its sole discretion, to possess such a defect. As a condition precedent to any remedy described herein, or otherwise available to You, You shall seek and accept Video Insight's reasonable effort to replace the allegedly defective or nonconforming Products. In furtherance of such undertaking, if You reasonably believe that the Products contain a defect or nonconformity for which Video Insight is responsible, You shall inform Video Insight immediately by telephone at (713) 621-9779 and by providing written notification to Video Insight within forty-eight (48) hours of discovery. All returned Products shall be shipped at customer's expense. This Limited Warranty is void if failure of the Products have resulted from accident, abuse, misapplication, abnormal use, or a virus. Any replacement Products will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.
13. NO CONSEQUENTIAL OR OTHER DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXPRESS OR IMPLIED, (1) VIDEO INSIGHT'S LIABILITY FOR ANY CLAIM OR ACTION OF ANY KIND ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, TRANSFER, USE OR REPAIR OF THE PRODUCTS OR SERVICES RENDERED BY VIDEO INSIGHT SHALL NOT EXCEED THE PRICE, IF ANY, YOU PAID FOR THE SOFTWARE OR \$5.00, WHICHEVER IS GREATER; AND (2) VIDEO INSIGHT SHALL IN NO EVENT BE LIABLE FOR SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR CONTINGENT LIABILITIES ARISING OUT OF THIS LICENSE AGREEMENT OR THE FAILURE OF THE SOFTWARE TO OPERATE PROPERLY, INCLUDING BUT NOT LIMITED TO ANY DAMAGE OCCASIONED BY DELAY, DOWNTIME, LOST BUSINESS OPPORTUNITY, LOSS OF CONFIDENTIAL INFORMATION, LOSS OF PRIVACY, LOST PROFITS OR OTHERWISE (NOTWITHSTANDING THE CAUSE OF SUCH DAMAGE AND WHETHER OR NOT CAUSED BY VIDEO INSIGHT'S NEGLIGENCE, FAULT OR STRICT LIABILITY). CUSTOMER ASSUMES THE RISK FOR AND INDEMNIFIES

VIDEO INSIGHT FROM AND AGAINST ALL LIABILITIES FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE USE OF OR INABILITY TO USE THE PRODUCTS, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR THE POSSESSION, USE OR APPLICATION OF THE PRODUCTS, EITHER ALONE OR IN COMBINATION WITH OTHER PRODUCTS. VIDEO INSIGHT ASSUMES NO RESPONSIBILITY OR LIABILITY, WHETHER EXPRESS OR IMPLIED, WHETHER IN TORT OR IN CONTRACT, AS TO THE CAPACITY OF THE SOFTWARE TO SATISFY THE REQUIREMENT OF ANY LAW, RULE, SPECIFICATION, OR CONTRACT PERTAINING THERETO, INCLUDING, BUT NOT LIMITED TO, ANY CONTRACT BETWEEN ANY CUSTOMER OF ITS PRODUCTS AND PARTIES WITH WHOM SUCH CUSTOMER HAS CONTRACTED.

14. **INDEMNIFICATION:** YOU AGREE TO PROTECT, INDEMNIFY, HOLD HARMLESS AND DEFEND VIDEO INSIGHT FROM AND AGAINST ANY CLAIMS, DEMANDS, LIENS, CAUSES OF ACTION, JUDGMENTS, LOSSES AND LIABILITIES OF ANY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH OR IN THE COURSE OF OR INCIDENTAL TO (1) YOUR WORK OR OPERATIONS WITH THE PRODUCTS REGARDLESS OF CAUSE OR OF THE SOLE, CONCURRENT OR CONTINUING FAULT OR NEGLIGENCE OF VIDEO INSIGHT OR ITS EMPLOYEES OR AGENTS; OR (2) ANY BREACH OR FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OF THIS AGREEMENT OR THE LICENSE AGREEMENT. YOU AGREE TO PROTECT, INDEMNIFY, HOLD HARMLESS AND DEFEND VIDEO INSIGHT FROM AND AGAINST ANY CLAIMS, DEMANDS, LIENS, CAUSES OF ACTION, JUDGMENTS, LOSSES AND LIABILITIES FOR INJURY TO OR DEATH OF YOU, YOUR AGENTS OR EMPLOYEES OR ANY EMPLOYEE OR AGENTS OF ANY CO-VENTURER, CONTRACTOR, SUBCONTRACTOR OR PERSONS ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH OR IN THE COURSE OF OR INCIDENTAL TO YOUR WORK OR OPERATIONS WITH THE PRODUCTS, REGARDLESS OF CAUSE OR OF ANY FAULT OR NEGLIGENCE OF VIDEO INSIGHT OR ITS EMPLOYEES OR AGENTS.
15. **SEVERANCE:** Should any provision of this Agreement, or a portion thereof, be unenforceable or in conflict with the laws of the United States of America or of any state or jurisdiction which governs any transaction between Video Insight and You, then the validity of the remaining provisions, and any portion thereof, shall not be affected by such unenforceability or conflict, and this Agreement shall be considered as if such provision, or portion thereof, were not contained herein.
16. **UNLAWFUL PURPOSE.** Use of the Products for any unlawful purpose or in any unlawful manner, use for any improper or unintended use, or use by anyone other than You is strictly prohibited and constitutes a material breach of this Agreement.
17. **APPLICABLE LAW.** This Agreement is governed by the laws of the State of Texas. Video Insight and You hereby agree that exclusive jurisdiction of any, controversy, claim, suit or proceeding arising out of or relating in any way to the Products or this Agreement or the breach, termination or invalidity thereof shall lie within the courts of the State of Texas or within the courts of the United States of America located within the Southern District of Texas. Video Insight and Integrator consent to venue and jurisdiction within the Courts of Harris County, Texas.
18. **NO WAIVER:** Failure to enforce any or all of this Agreement in a particular instance shall not act as a waiver or preclude subsequent enforcement.
19. **ENTIRE AGREEMENT.** This Agreement (including the License Agreement which is included with the Software) constitutes the entire agreement between You and Video Insight relating to the Products and any support services, and this Agreement supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to the Products or any other subject matter covered by the Agreement. To the extent the terms of any Video Insight policies or programs for support services conflict with the terms of this Agreement or the License Agreement, the terms of the License Agreement shall control.

IN WITNESS WHEREOF, each of the parties has executed this Agreement effective as of the date first written above.

Integrator:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Video Insight, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Return Complete Signed Agreement to  
Video Insight

Mail: 5555 San Felipe, Suite 650  
Houston, TX 77056

Fax: 713-621-7281