

VidiPax, LLC - Terms and Conditions

This agreement is made effective _____, 2007 by and between (Client Name) _____ of (address) _____ and VidiPax, LLC, of 30-00 47th Ave, 6th Floor, Long Island City, NY 11101.

This agreement, by and between VidiPax, LLC (hereinafter referred to as VidiPax) and the party who is contracting to receive services (hereinafter referred to as Client) agree to the following Terms and Conditions:

1. Description of Services At Client's request we will perform services and/or deliver products relating to Moving Image, Sound and Data services. Client acknowledges that a statement of Services has been provided by VidiPax, either verbally or in writing.

2. Invoicing and Payment VidiPax at its sole option may require Client, upon signing this Agreement, to pay a deposit of fifty percent (50%) of the Cost Estimate and/or Proposal price upon signing of the contract. If the Agreement is amended by the mutual written agreement of the parties, and results in an increase in the Terms and Conditions price, such increase shall be paid by Client within seven (7) days of the effective date of the amendment. VidiPax's obligation to perform the amended services is subject to receipt of the increase in the Terms and Conditions price. Any delay in receipt of the increased price amount, may result in a delay of any agreed upon, amended or additional deliverable dates.

VidiPax will bill Client for completed work according to prices quoted by VidiPax either verbally or in writing. Client agrees to pay VidiPax the remaining amount due immediately upon invoicing, for all services and products associated with the client's work unless other terms are agreed upon in writing. If we agree to extend credit, payments shall be made within 30 days of the date of invoicing. Late payments will be subject to a late fee of .75% per month (9%APR) or maximum permitted by law.

If the Client is found to have made a payment for a lesser amount than the total correct invoice amount, it shall be deemed a "payment on account" and any endorsement or statement on any check (or letter accompanying any check or payment) shall not be deemed to effect or evidence an accord or satisfaction, and VidiPax may accept such a check or payment without prejudice to VidiPax's right to recover the balance or pursue any other remedy allowed by law. If we incur costs to collect your past due account, you agree to be responsible for reimbursement of all costs of collection, including reasonable attorney's fees and/or collection agency fees.

If the price quoted for the services to be performed under this Terms and Conditions, does not include any additional charge(s) related to a condition assessment or necessary cleaning of the media provided by Client, the costs of cleaning, repairing, or other work related to the condition of media, will be provided to the Client, and the Terms and Conditions price amended to provide for any additional service costs."

3. Abandoned Property Client will make arrangements for the return of their materials from VidiPax within (30) days of notification by VidiPax that work has been completed. Any materials not claimed by the client within 45 days of notification by VidiPax that work has

been completed will be subject to storage fees and New York State laws regarding abandoned property. At the time of notification, VidiPax will include current storage rates.

4. Risk of Loss or Damage Client warrants that all material provided to VidiPax is fully insured by Client against all loss or damage while in VidiPax's possession or control without any subrogation rights against VidiPax. All Client materials are accepted on the assumption that they are fully insured. The sole remedy by Client for loss or damage to Client material shall be as follows: VidiPax will voluntarily, without admission of liability, reimburse Client for the cost of the raw stock that contained the Client material. VidiPax accepts no other liability express or implied. Any claim by Client for reimbursement must be made in writing to VidiPax within 20 days after actual or constructive notice of the loss or damage.

5. Title Client warrants that it has lawful title to any Client material, and that it possesses all rights necessary for the performance of VidiPax's services. Client warrants that the provision of any VidiPax services will not violate any law or the rights or any person or entity, including without limitation any laws regulating copyright, trademark, or intellectual property.

In the event of any claim, action, or demand against VidiPax or its officers, agents, parents, subsidiaries or affiliates by any third party arising out of the provision of any services or products by VidiPax, Client will defend VidiPax and its officers, agents, parents, subsidiaries, and affiliates and will indemnify and hold VidiPax and its officers, agents, parents, subsidiaries, and affiliates harmless from all claims, damages, liabilities, losses and costs, including attorneys fees.

6. Warranty VidiPax disclaims any express or implied warranty with respect to products or services under this agreement, including without limitation, any express or implied warranty of merchantability or fitness for any use or purpose. VidiPax does not make any warranty whatsoever to Client or to any end user or other person.

VidiPax will review, at its discretion, any Client dissatisfaction with services or products provided a claim is made in writing within 30 days or return shipment. Review does not constitute any warranty whatsoever. VidiPax shall in no way be liable for special, incidental, or consequential damages.

7. Toxic Substances Any Client material found to contain mold, which can be an allergen and in rare cases toxic to humans, will be sent for mold analysis at the client's expense before any VidiPax employee performs work on the material. Clients who detect mold on their material should first send the tape for mold analysis before shipping to VidiPax to avoid addition charges.

8. Storage: After the Client has received the completed materials from VidiPax, VidiPax will store for Client, both the physical and digital content without charge for

a 45 day period. The 45 day period starts from the date VidiPax ships the completed materials to Client. Around the thirtieth (30th) day of the 45 day period, VidiPax will notify the Client, in writing, of the applicable physical and/or digital storage fee, based on VidiPax's then current fees. The storage billing cycle will begin on the 46th day.

9. Further Credit for Services As additional consideration for the work performed by VidiPax under this Agreement, the Client agrees to include the following credit, for any distribution in broadcasting, physical media or other electronic means. Depending on the type of work performed the credit shall be notated in either the credit roll or VidiPax custom slate as follows:

- a) "Re-mastering performed by VidiPax, LLC
OR
- b) "Color-Correction performed by VidiPax, LLC"
OR
- c) "Restoration and Preservation Services performed by VidiPax, LLC"

10. Destination Media To insure quality and safety of migrated media, all destination media shall be solely provided for by VidiPax, LLC.

11. Confidentiality Each party recognizes that the other has the following information: Products, prices, costs, discounts, future plans, business affairs, process information, technical information, and other proprietary information. (Collectively, "Confidential Information") which are valuable, special, and unique assets. Each party will protect the Confidential Information of the other and treat it as strictly confidential. Each party's obligations under this section shall not apply to any proprietary information (I) which is already in or comes into the public domain (other than through a violation of this Agreement), or (II) which is required to be disclosed pursuant to the order of an administrative agency or court.

12. Shipment Unless otherwise specifically stated and agreed by both parties, all costs of shipping are the responsibility of the Client. For Client's protection of their media, all return shipments of media to Client are made as follows:

- a) See "3. Abandoned Property" Client must contact VidiPax within thirty (30) days to designate their desire of return of original media.
- b) Upon completion of work herein under contracted for, transferred media is shipped by VidiPax to Client, via method of its preference.
- c) Original media, received by VidiPax from Client, will be shipped, if agreed upon by both parties, to the Client at a subsequent date to insure the safety of the Client's property.

Furthermore, all associated costs of shipping original media to Client must be paid to VidiPax prior to the date of such shipment.

13. Delivery VidiPax, LLC will endeavor to meet its delivery dates, but accepts no liability for any delivery dates, including direct or consequential loss arising from late delivery for any reason. The Client is not entitled to cancel the order by reason of late delivery.

14. Amendment This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties

15. Severability If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provision shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be construed as so limited.

16. Waiver of Contractual Right The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

17. Applicable Law This Agreement shall be governed by the laws of the State of New York. The parties hereby consent to the exclusive jurisdiction of any state or federal court located within the State of New York.

18. Client's Warranty The party named below, by affixing their signature to this Agreement, does hereby warrant he/she is a duly authorized representative of the company named as Client, and he/she is fully authorized to entertain this Agreement and execute said Agreement on behalf of Client. Furthermore, by signing this agreement, Client acknowledges receipt of the VidiPax, LLC Cost Estimate previously provided to it by VidiPax, and agrees to the terms and conditions contained therein.

Company: _____

By: _____
(Authorized Signature)

(Print name and title)

Date: _____

VidiPax, LLC:

By: _____

Date: _____