



FocusVision Facility Operator Standard Agreement

The terms of this Facility Operator Agreement (“Agreement”), together with the Facility Acceptable Use Policy in section 2 below and the relevant Install or Revenue Share Order Form (“Order Form”), is made as of the Term Start date in the Order Form , by and between FocusVision Worldwide, Inc., a Delaware corporation (“FocusVision”) and the Facility Operator.

Participation in the FocusVision Facility Operator program, use of FocusVision Video Collection Solutions, including but not limited to, Live Video 360, FV Classic Live and FV Classic Live Plus (hereinafter “Services”) are provided by FocusVision Worldwide, Inc.

For purposes of this agreement, “FocusVision” shall mean FocusVision Worldwide, Inc. and its affiliates and subsidiaries and their officers, directors, managing directors, partners, and employees. The term “Facility Operator” as used herein refers to you and all individuals and/or entities accessing the Services for any reason.

This Agreement revises and supersedes any existing agreement between FocusVision and Facility Operator and all revenue share payments will be paid per terms of any prior existing and active agreement.

The terms of this Agreement and the Order Form to which it applies (together the “Agreement”) describes your rights and responsibilities and states the terms and conditions under which you may use the Services. **PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING THE AGREEMENT, YOU ARE INDICATING YOUR ACCEPTANCE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT BETWEEN YOU AND FOCUSVISION AND YOU HAVE THE AUTHORITY TO ENTER THIS AGREEMENT ON BEHALF OF FACILITY OPERATOR. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS STATED HEREIN, FOCUSVISION IS NOT WILLING TO ALLOW PARTICIPATION IN NOR USE OF THE SERVICES.**

The Parties hereby agree to the following Terms and Conditions, which will not be construed as creating a partnership joint venture or otherwise:

1. FocusVision System Equipment. FocusVision agrees to provide, or has provided, the commercial, tangible personal property necessary to conduct standard VideoStreaming projects within Facility Operator’s designated facility, including installation, support and maintenance of necessary audio-visual equipment; henceforth known as the “Streaming System” defined in Schedule 1. Such installation will not include the costs of any additional wiring that may be required within the designated facility to accommodate the Streaming system.

- (a) Fee Details. All Facilities with existing Streaming Systems will not incur any additional fees unless specified in an Order Form. Initial setup and hardware for each new install of FOCUSVISION equipment is listed in the Order Form,
- (b) Damage to or Loss of Streaming System. Facility Operator shall be responsible for any damage to or replacement of the Streaming System should the damage be caused by Facility Operator's negligence or should the Streaming System be stolen or misplaced.
- (c) Ownership. FocusVision retains all rights, title and interest in Streaming System in perpetuity. Upon expiration and/or termination of this agreement, FocusVision retains the right to enter the premises and reclaim all equipment.
- (d) Repurposing. Facility Operator may only use Streaming System for FocusVision operated and commissioned projects except that Facility Operator shall have the right to use the Equipment for any "Non-Streaming Purpose." Non Streaming Purpose means use only for internal meetings and shall not include any reselling or any other commercial purpose to any third party. Facility Operator may not use the Streaming System for any other purposes without the prior written consent of FocusVision.

At the end of the Term or Renewal Term, whichever is later ("Termination Date"), FocusVision shall remove the Equipment. Facility Operator shall be responsible for any and all Fees up to and until the Termination Date.

2. Acceptable Use Policy. Facility Operator agrees to comply with all applicable laws regarding when accessing or using the Proprietary Services and agrees to adhere to FocusVision's Qualitative Acceptable Use Policy (the "AUP") found here: <https://www.focusvision.com/terms-and-conditions/qualitative-acceptable-use-policy/>

3. Payment Terms

3.1 Facility Operator's Fees. Facility Operator shall remit payment of any Fees within thirty (30) days of invoice, unless otherwise specified in the Order Form.

4. Competitive Offering

In order to be eligible for the above Revenue Share Percentage, Facility Operator will not offer any service for a fee, or otherwise, that competes with the FocusVision Live Video Collection Solutions. The offering of a competing service may be cause for termination of the agreement.

5. Project Support.

5.1 Internet Access. Facility Operator shall provide high-speed Internet access with at least 1.2 MB guaranteed upstream bandwidth for each installed Video encoder. Internet access method must be approved in writing by FOCUSVISION in advance. Facility Operator must provide Internet access termination to the FocusVision equipment at the Facility.

5.2 Live Project Support. Facility Operator shall provide any necessary level of support and cooperation toward the successful completion of each FocusVision streaming project, including, without limitation, equipment setup, equipment testing at least 30 minutes prior to projects and assisting FocusVision, when requested by FocusVision, during projects.

5.3 Project Confidentiality and Security. Project Confidentiality and Security. Facility Operator acknowledges that the security and confidentiality of client research transmitted by FocusVision must be safeguarded and that Facility Operator is solely responsible for identifying that the FocusVision transmission is originating from the correct room via the approved security pre-check procedure which includes on-camera confirmation by Facility Operator personnel of specific identifiers unique to the project including, but not limited to, the FocusVision project number provided in the confirmation emailed by FocusVision to Facility Operator prior to the project, name of research agency and moderator associated with the project and project topic. Facility further agrees to notify FocusVision immediately of any changes to room assignments before or during the scheduled project times and escalate any concerns with client identification, room assignment, or transmission confidentiality, to the FocusVision Technical department @ 203-961-1715, option #5.

In the event of a breach of confidentiality or security, unauthorized access or disclosures or unintended access (an “Incident”) due to, but not limited to, incorrect room identification, disclosure, unintended transmissions, or third party interference, Facility Operator will bear all responsibility, including reimbursement for any cost and expenses arising from or related to the investigation, remediation, and notification of the Incident (including fines and penalties assessed by governments or regulators, pecuniary harm suffered by affected individuals, legal fees) and take actions FocusVision reasonably requires of Facility Operator to mitigate the effects of the Incident.

5.4 Transmission issues – if the FOCUSVISION transmission experience issues, Focus Operator agrees to assist FOCUSVISION by providing any available back-up recordings which may be used to complete the online recording FOCUSVISION provides as part of its Service to Client. Facility Operator agrees to provide this recording at no additional cost.

5.5 Transmission Failure. Facility Operator shall not hold FOCUSVISION responsible under any circumstances for any loss of revenue associated with the failure of a FOCUSVISION transmission.

6. Transmission Fees. Facility Operator will not charge any fees or “upcharges” related solely to the Client’s use of FOCUSVISION services and any such action may be cause for termination of the agreement.

7. Insurance. Facility Operator shall maintain the requisite insurance to cover any loss by theft or other means or damage to Streaming System equipment. Facility Operator shall list FocusVision, Worldwide Inc. as an additional insurer and provide a certificate of insurance (“COI”) to FocusVision prior to any of the equipment being installed. If the certificate of insurance is not provided, FocusVision may elect to terminate this Agreement pursuant to section 1 and collect any deficiency owed pursuant to section 3.1. In no event, shall the commencement of services or provision of equipment without the COI be a waiver of any claim or relief.

8. No License. This Agreement, the terms hereof and all information disclosed by FocusVision relating to it or its Facility Operators shall be treated as confidential by Facility Operator. Nothing in this Agreement shall be construed as granting Facility Operator whether expressly, by implication, estoppel or otherwise, any license, right, title or interest in any proprietary or confidential information received from FocusVision or its Facility Operators, or license, right, title or interest or use of any patent, trademark, intellectual property, trade secrets, copyright, know-how, or similar right now or hereafter owned or controlled by FocusVision.

9. Indemnity. Each party (each, in such capacity, the “indemnifying party”) shall defend, indemnify and hold harmless the other party, its affiliates and its agents, and successors and permitted assigns thereof (each, in such capacity, the “indemnified parties”), against any and all claims, and resulting damages, losses and expenses, to the extent arising out of the following by the indemnifying party or its personnel, agents or representatives (i) a breach of this Agreement including “5.3 Project Confidentiality and Security” requirements or (ii) the negligence or willful misconduct in connection with this Agreement. The indemnified parties shall give the indemnifying party prompt written notice of any matter upon which the indemnified parties intend to base a claim for indemnification under this section.

10. Limit on Amount of Direct Liability. The liability of FocusVision to Facility Operator (or any other third party claiming through Facility Operator via indemnity or otherwise) arising from the Services, use of the Deliverables or FocusVision’s breach of this Agreement, however caused and whether the claim arises in contract, tort, breach of warranty, strict liability or other theory of liability, will, to the maximum extent permitted by law, be limited to direct damages actually incurred and will not exceed the Fees collected by FocusVision for the specific Services giving rise to the liability and the value of the equipment. In no event will FocusVision have any liability for claims to the extent attributable to the acts or omissions of Facility Operator or any third party claiming through Facility Operator via indemnity or otherwise.

10.1 In no event will either Party be liable (or any other third party claiming through Facility Operator via indemnity or otherwise) for any indirect, incidental, special or consequential damages, including damages for loss of profits, revenue, data or data use, even if the Party is or was advised of the possibility of such damages.

11. Existing Agreement Off-sets. FocusVision reserves the right to offset payments due Facility Operator under this Agreement in the event an undisputed liability is due FocusVision by Facility Operator pursuant to any other Agreement between the Parties (collectively “Separate Agreements”). Such offset shall apply to payments owed under both expired and active Separate Agreements, and shall relieve Facility Operator of any further payment attributable to such now satisfied delinquency under the Separate Agreements.

12. Choice of Law & Jurisdiction: This Agreement will be governed by and construed exclusively in accordance with the laws of the State of Delaware excluding its conflicts of law provisions. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The locale of the arbitration shall be Delaware.

13. Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

14. Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

15. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

16. Amendment. This Agreement may not be amended except through a written agreement by authorized representatives of each party.

17. No Waiver. No failure or delay of either party to exercise any rights or remedies under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any rights or remedies preclude any further or other exercise of the same or any other rights or remedies, nor shall any waiver of any rights or remedies with respect to any circumstances be construed as a waiver thereof with respect to any other circumstances.
