



SAAS SERVICES ORDER FORM

Client: [Insert full legal name of entity]	Contact:
Address:	Phone:
	E-Mail:
Services: Access to and use of (the “Services”) a customizable SaaS-based platform that enables customers or potential customers to meet Client’s sales and/or service representatives via video conference on demand (the “System”).	
Service Capacity: Access to the System by total Authorized Users per location. Client will be charged for each additional Authorized User in accordance with Section 4 and Exhibit A.	Initial Service Term: Twelve (12) Months
Services “Access Method”: ☐ _____ ☒ Client’s domain(s): _____	“Packages”: ☐ \$299 (1) ☐ \$799 (10) ☐ \$ 95 (1) _____ ☐ Enterprise
Implementation Services: VidCalls will use commercially reasonable efforts to provide Client the services described in the Statement of Work (“SOW”) attached as <u>Exhibit A</u> hereto (“Implementation Services”).	

SAAS SERVICES AGREEMENT

This SaaS Services Agreement (this “Agreement”) is entered into on this _____ day of [_____, 2025] (the “Effective Date”) between **Video Call Services LLC** (“VidCalls”), and the Client listed above (“Client”). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

VIDEO CALL SERVICES LLC:

[INSERT FULL LEGAL NAME]:

By: _____
Joel Benson, President

By: _____
Name: _____
Title: _____

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, VidCalls will use commercially reasonable efforts to provide Client the Services. As part of the registration process, Client will identify an administrative username and password for Client's account. VidCalls reserves the right to refuse registration of, or cancel, Authorized Users, user names, and/or passwords it deems inappropriate.

1.2 Subject to the terms hereof, VidCalls will provide Client with reasonable technical support services in accordance with VidCalls' standard practice.

2. OWNERSHIP; GRANT OF LIMITED LICENSE

2.1 All right, title, and interest in and to the Services, including, but not limited to, the System, and Confidential Information (as defined below) of VidCalls shall be and at all times remain with VidCalls and its licensors, and nothing herein shall confer upon Client any right, title, or interest in or to the Services, the System or any Confidential Information of VidCalls unless expressly set forth herein. Except as otherwise set forth in a separate statement of work, all discoveries, improvements, inventions, and trade secrets, made or conceived in the performance of this Agreement shall be the sole and exclusive property of VidCalls or its licensor(s), and VidCalls and/or its licensors, as applicable, shall retain any and all rights therein, including, without limitation, the right to file any patent, trademark, or copyright applications thereon. All right, title, and interest in and to the Client Data (as defined below) and all of Client's Confidential Information, any other written or electronic material provided by Client, and any other written or electronic material that, although not provided by Client, had been owned by them prior to them prior to or after the Effective Date or developed by Client independently of this Agreement on or after the Effective Date (collectively, "Client Data") shall be and at all times remain with Client, and nothing herein shall confer upon VidCalls any right, title, or interest in or to the Client Data unless expressly set forth herein. Subject to the terms of this Agreement, all discoveries, improvements, inventions, and trade secrets, made or conceived by Client with respect to the Services, the System or any component thereof shall be the sole and exclusive property of VidCalls or its licensor(s).

2.2 For the Term, VidCalls hereby grants Client a limited, nonexclusive and non-transferable sublicense, without the right of further sublicense to access and use of the Services and the System, in object code form, via the Services Access Method(s) specified in the Order Form within the Licensed Territory specified in the Order Form by (a) up to [REDACTED] employees or agents of Client that are assigned a username and password by Client and registered with VidCalls ("Authorized Users"), in order to enable customers and potential customers of Client's customers to be connected and communicate in an on-demand video call with the first Authorized User that responds to a request to connect with

an Authorized User via the Services, subject to the terms and conditions of this Agreement and, each Authorized User's compliance with VidCalls' standard terms of service (which shall be provided to Client or otherwise be made available at www.vidcalls.com and may be incorporated into Client's standard terms of service provided that VidCalls and its licensors shall expressly be third party beneficiaries with the right to enforce such terms of service). All rights not expressly granted hereunder are reserved to VidCalls and its licensors. Client will: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all use of the Services by Client and any Authorized User; (b) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services and the System, and notify VidCalls promptly after becoming aware of any such unauthorized access or use; and (c) comply with all applicable local, state, federal, and foreign laws in using the Services and the System.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Client will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services (including, but not limited to, the System) or any software, documentation or data related to the Services (including, but not limited to, the System) ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by VidCalls and its licensors or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

3.2 Further, Client may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

3.3 Client represents, covenants, and warrants that Client will use the Services only in compliance with all applicable laws and regulations. The Services provide a function that allows Client, Client's customers or Authorized Users to record

individual video conversations. The laws regarding the notice, notification, and consent requirements for recording and/or using conversations vary from state to state. Some states require the consent of all parties to record a conversation. Client is solely responsible for complying with (and ensuring that its customers and all Authorized Users comply with) all federal, state, and local laws in any relevant jurisdiction when using this feature. VidCalls and its licensors expressly disclaim all liability with respect to recording of conversations. Client hereby agrees to fully, finally, and forever release, discharge, hold harmless, and fully indemnify VidCalls and its licensors from and against any damages or liabilities of any kind related to Client's (or any of Client's customers' or Authorized Users') recording of any video conversations using the Services. For VidCalls' quality control purposes, you agree that VidCalls may, in its sole discretion, record any conversation between VidCalls and Client, including any of Client's customers and/or Authorized Users.

3.4 Client will be liable for any and all liability that may arise out of the content transmitted by Client, its customers, any Authorized Users or any other person, whether authorized or unauthorized, using the Services. Client shall assure that use of the Services and content by Client, its customers and all Authorized Users complies at all times with all applicable laws, regulations and written and electronic instructions for use. VidCalls reserves the right to terminate or suspend the Services and remove any content from the Services, if VidCalls determines, in its sole and absolute discretion, that such use or content does not conform to the requirements set forth in this Agreement, violates applicable law or interferes with VidCalls' ability to provide the Services to Client or others. VidCalls' action or inaction under this Section will not constitute any review or approval of Client's, its customers' or any Authorized User's use or content.

3.5 Client shall not (and shall not permit any of its customers or Authorized Users to) use the Services in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior. VidCalls reserves the right to immediately terminate the Services if, in their sole and absolute discretion, VidCalls determine that the Services have been used in any of the aforementioned ways. In the event of such termination, in addition to all other rights and remedies available to VidCalls or its licensors, Client will be responsible for the full month's charges to the end of the Initial Service Term or then-current Renewal Service Term, as applicable, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon termination of the Services. If VidCalls believe that the Services have been used in any of the ways prohibited hereunder, VidCalls may forward the relevant communication and other information, including the offending party's(ies') identity, to the appropriate authorities for investigation and prosecution. Client hereby consents to the forwarding of any such communications and information to these authorities. In addition, and without limiting the foregoing, VidCalls and its licensors will provide information in response to law enforcement requests, subpoenas, court orders, to protect its

rights and property and in the case where failure to disclose the information may lead to imminent harm.

3.6 Client hereby agrees to indemnify and hold harmless VidCalls and its licensors against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Client's use of Services. Although neither VidCalls nor its licensors have any obligation to monitor Client's (including, but not limited to, Client's customers and all Authorized Users) use of the Services, VidCalls or its licensors may do so and may prohibit any use of the Services either believes may be (or alleged to be) in violation of the foregoing.

3.7 Client shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Client shall also be responsible for maintaining the security of the Equipment, Client account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Client account or the Equipment with or without Client's knowledge or consent.

4. CONFIDENTIALITY; PROPRIETARY RIGHTS

4.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of VidCalls includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Client includes that portion of the Client Data that includes non-public data provided by Client to VidCalls (including its licensors) to enable the provision of the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

4.2 Client shall own all right, title and interest in and to the Client Data. VidCalls' and/or licensors, as applicable, shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

4.3 Notwithstanding anything to the contrary, VidCalls and its licensors shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Client Data and data derived therefrom), and VidCalls and its licensors will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1 Client will pay VidCalls the fees described on Exhibit A hereto (“Service Fees”). In addition, Client shall pay VidCalls for any customizations or other additional services requested by Client and agreed to by VidCalls (“Additional Services”) at such rates as are set forth in a separate statement of work (“Additional Fees;” and together with the Service Fees, “Fees”). Client shall pay VidCalls for Service Fees on a monthly basis in advance on or before the first (1st) day of each month for each location and each Authorized User in the subsequent month.

5.2 All Fees are non-refundable. Client may pay by either credit card (including applicable processing fees and charges) or ACH. If Client selects ACH, Client hereby authorizes VidCalls to issue an ACH transaction for the Fees plus all applicable ACH transaction fees payable by VidCalls. If Client’s use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires Additional Services requiring the payment of Additional Fees (per the terms of this Agreement), Client shall be billed for such usage and Client agrees to pay the Additional Fees in the manner provided herein, unless otherwise set forth in a separate statement of work with respect to such Additional Fees. VidCalls reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Client (which may be sent by email). If Client believes that VidCalls has billed Client incorrectly, Client must contact VidCalls no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to VidCalls’ customer support department.

6. TERM AND TERMINATION

6.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the “Term”), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

6.2 VidCalls may terminate this Agreement at any time upon thirty (30) days’ prior written notice to Client.

6.3 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days’ notice

(or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement and fails to cure such breach within fifteen (15) days of receipt of written notice specifying such breach in reasonable detail.

6.4 Notwithstanding any termination of this Agreement, Client will pay in full for the Services and all additional services up to and including the last day on which the Services are provided. Upon any termination, VidCalls will make all Client Data available to Client for electronic retrieval for a period of thirty (30) days, but thereafter VidCalls may, but is not obligated to, delete stored Client Data.

6.5 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, restrictive covenants, and limitations of liability.

7. CUSTOMER DUTIES AND REPRESENTATIONS.

Client represents and warrants to VidCalls that:

7.1 Client either owns all right title and interest in and to the Client Data or has all rights and licenses necessary to collect, store and use the Client Data as contemplated in this Agreement, and to grant VidCalls the right to access, store, and use the Client Data to the extent required to perform its obligations under this Agreement. Client further represents and warrants that Client shall comply at all times with the terms of both (a) Client’s privacy policy, and (b) all applicable privacy and other laws regarding the collection and use of all Client Data.

7.2 Client or, to the extent that Client’s customers are responsible for branding any link to connect the Services, Client’s customer, has the right and/or license to use the marks and images associated with such link, including, but not limited to, trademarks, service marks, copyrights and other the intellectual property associated with such marks (the “Marks”).

7.3 Client acknowledges and agrees that the Services are not intended for the storage of any Sensitive Personal Information (as defined below) or receipt of any Sensitive Personal Information, in any form, and Client will be responsible for reasonable costs and other amounts VidCalls and its licensors may incur relating to any such information provided to VidCalls and its licensors or the loss or disclosure of such information by VidCalls and its licensors, including those arising out of any third-party claims. “Sensitive Personal Information” is: 1) personal data, the loss of which would trigger a data breach notification requirement or is so identified by law or regulation, and includes, but is not limited to financial information, country identification number (e.g. Social Insurance Number (SIN), Social Security Number (SSN)) or other governmentally issued identification number such as driver’s license or passport number, bank account number, credit card or debit card number; 2) personal data relating to racial or ethnic origin, sexual orientation, or political opinions or religious, ideological or philosophical beliefs or activities or trade union membership; 3) a natural person’s name, street address, telephone number, e-mail address, photograph, credit card number, or any

other piece of information that allows the identification of a natural person; and 4) any protected health information.

8. WARRANTY AND DISCLAIMER

VidCalls shall use reasonable efforts consistent with prevailing industry standards to cause the Services to be maintained in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by VidCalls or by third-party providers, or because of other causes beyond VidCalls' reasonable control, but VidCalls shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, VidCalls does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

9. INDEMNITY

9.1 VidCalls shall hold Client harmless from liability to third parties resulting from infringement by the Service of any valid United States patent or copyright, or misappropriation of any trade secret, provided that VidCalls is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; VidCalls will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by VidCalls, (ii) made in whole or in part in accordance with Client specifications, (iii) that are modified after delivery by VidCalls, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Client continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Client's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by VidCalls to be infringing, VidCalls may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Client a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Client's rights hereunder and provide Client a refund of any prepaid, unused fees for the Service.

9.2 Client shall hold VidCalls and its licensors harmless from liability to third parties resulting from (1) infringement by the

Service of any United States patent or any copyright or misappropriation of any trade secret to the extent arising out of or relating to portions or components of the Service (including the System) (i) not supplied by VidCalls, (ii) made in whole or in part in accordance with Client specifications, (iii) that are modified by any party other than VidCalls or its licensors, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Client continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Client's use of the Service is not strictly in accordance with this Agreement, (2) infringement by the Client Data or Marks of any intellectual property right of any third party, (3) any breach of any privacy or other applicable law with respect to collection, use or storage of Sensitive Personal Information by Client, or (4) any breach of this agreement by Client, its customers or Authorized Users, including, without limitation, any violation of applicable law, in each case provided Client is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement.

10. RESTRICTIVE COVENANTS

10.1 During the Restricted Period (as defined below), Client shall not, and shall cause Client's affiliates not to, directly or indirectly (i) own, manage, control, participate in, consult with, be a lender to, render services for, or in any manner engage in or represent any business within the Restricted Territory (as defined below) that is a Competitive Business (as defined below); (ii) solicit, induce or attempt to solicit or induce any employee or contractor of VidCalls to leave the employ of VidCalls; (ii) hire any person who is or was an employee of VidCalls until twenty-four (24) months after such individual's employment or contractor relationship with VidCalls has terminated; or (iii) encourage, solicit, induce, or attempt to solicit or induce any customer, supplier, licensee or other business relation of VidCalls to cease or reduce doing business with VidCalls or in any way intentionally interfere or attempt to interfere with the relationship between any such customer, supplier, licensee or business relation and VidCalls with respect to a Competitive Business. Client acknowledges that the nature and scope of the Business is both national and international and, as an online platform, available to parties anywhere in the world.

10.2 As used in this Agreement, the term: (i) "Competitive Business" means any on demand video or video conferencing services; (ii) "Restricted Period" means the period commencing on the date this Agreement is executed and expiring on the third (3rd) anniversary of the effective date of the termination of this Agreement for any reason ; and (iii) "Restricted Territory" means the world.

10.3 Client agrees that the restrictions contained in Sections 3, 4, and 10 (the "Restrictive Covenants") are reasonable and necessary in scope and duration and are necessary to protect VidCalls legitimate business interests, are valid and enforceable under Florida law and the law of any other state either party may claim applies, do not impose a greater restraint than necessary to

protect VidCalls' and its licensors' legitimate business interests, and are a necessary component of VidCalls' consideration for entering into this Agreement. The parties to this Agreement intend that the Restrictive Covenants be enforceable to the maximum extent permitted by law and severable. If, at the time of enforcement of any of the Restrictive Covenants, a court holds that the restrictions stated herein are unreasonable under the circumstances then existing, the parties agree that the maximum period, scope or geographical area reasonable under such circumstances shall be substituted for the stated period, scope or area so as to protect VidCalls and its affiliates to the greatest extent possible under applicable law from improper competition. If any provision or component of the Restrictive Covenants as applied to any party or to any circumstance, is adjudged by a court of competent jurisdiction to be invalid or unenforceable, such provision will in no way affect any other circumstance or the validity or enforceability of the remainder of Restrictive Covenants or the remainder of this Agreement. The parties to this Agreement agree and acknowledge that the breach of any of the Restrictive Covenants will cause irreparable damage to VidCalls and/or its licensors and affiliates and money damages would be an inadequate remedy. Thus, upon any breach thereof either VidCalls, its affiliates, or its licensors as intended third party beneficiaries, shall be entitled to seek injunctive relief, specific performance or other equitable relief without being required to post a bond or demonstrate actual damages (provided, that if a court determines that a bond is required, the parties agree that \$1,000 shall be a reasonable bond); provided, however, that the foregoing remedies shall in no way limit any other remedies which such parties may have (including the right to monetary damage). The provisions of this Restrictive Covenants and this Section 10 shall expressly survive any termination of this Agreement.

11. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, VIDCALLS, ITS LICENSORS, AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND VIDCALLS' REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO VIDCALLS FOR THE SERVICES UNDER THIS AGREEMENT IN THE 6 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT

COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Client except with VidCalls' prior written consent. VidCalls may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No express or implied waiver by either party of any breach of any term, condition or obligation of this Agreement by the other party shall be construed as a waiver of any subsequent breach of that term, condition or obligation or of any other term, condition or obligation of this Agreement of the same or of a different nature. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Client does not have any authority of any kind to bind VidCalls in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Florida without regard to its conflict of laws provisions. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. Confirmation of execution by electronic transmission of a facsimile signature page (including email transmission of a PDF) shall be binding upon any party so confirming.

EXHIBIT A

Statement of Work

Description of Implementation Services and associated pricing (if any):

Initial Pricing:

- US[] per location for up to [] Authorized Users (associated with such location), plus
- A monthly fee per seat/Authorized User as follows:

Monthly Seats/Authorized Users	Monthly Fee per Seat/Authorized User
[]+	\$[]