

Videstra LLC Terms of Service ("Terms") - Sept 1, 2020

This Document

Videstra® is a registered trademark belonging to the Limited Liability Corporation Videstra, LLC of Wisconsin. All text in this document is ©2017-2020 Videstra, LLC. Products covered in this document include VestraView™, V-Manager™ and V-Streamer™ (PRODUCTS). Other products mentioned in this document are trademarks of their respective owners.

Please read these Terms of Service ("Terms", "Terms of Service") carefully before using products from Videstra, LLC.

Your access to and use of PRODUCTS is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all users and others who access or use PRODUCTS.

By using the PRODUCTS, you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not use the PRODUCTS.

Virus Protection

Videstra asserts that, upon initial delivery, all software and firmware are free of known viruses; however, Videstra accepts no responsibility for viruses, Trojan horses, Worms, Logic Bombs, Spyware or any malicious computer programs in the form of binary executable code, or scripts that cause harm to devices provided by Videstra or devices owned and operated within CUSTOMERS control or facilities. It is the CUSTOMERS sole responsibility to provide adequate protection against all forms of malicious programs that can or do harm the CUSTOMERS ongoing business interests or property. Videstra will accept no responsibility for problems caused by changes to third party software (including updates, upgrades, downgrades and patches) on Videstra provided computers and devices.

Shipping and Handling

All shipments to CUSTOMER are FOB Origin, freight prepaid and charged back. Payment for shipping charges will be billed to CUSTOMER after shipments are made so Videstra can provide fair and accurate costs to CUSTOMER. Actual shipping cost(s) will be invoiced separately or added to any unpaid balance owed by CUSTOMER. Shipping insurance is the responsibility of CUSTOMER and shall not be purchased by Videstra on behalf of CUSTOMER unless prior arrangements are made in writing and an authorized purchase order is issued to cover the additional cost of insurance.

Service and Warranty

Systems typically include the first year of service (as stipulated in the contract or proposal against which a purchase order has been generated). This provides full replacement of a defective V-Manager™ and/or V-Streamer® (either in part or in whole) during the first year for customers in good financial standing with Videstra (see Late Payments later in this document). Additional years of service (AKA Maintenance) are billed annually at the current rate or the rate specified in the original proposal on the first anniversary date of the original sale. During the term of service all software updates – including new features, enhancements and bug fixes are provided at no charge for customers in good financial standing with Videstra. If new features or bug-fixes require updated hardware the cost of the new hardware will be paid for by CUSTOMER. Service (AKA Maintenance) may be purchased for up to 3 years from Videstra, LLC – Hardware and Software service and support after 3 years may be available but

Videstra, LLC reserves the right to discontinue or limit service availability when 3rd party hardware or software libraries become obsolete.

Hardware Replacement(s)

All hardware will be replaced with hardware of the same or more current version depending upon availability and expediency. Hardware updates/upgrades are not part of any in-warranty or service-agreement replacements. Hardware version replacements are at the sole discretion of Videstra.

Service Contract Renewals

As previously stated, (see Service and Warranty) a customer may renew a service contract at the current price or at the price stated in the original sales proposal. Service Renewal Prices quoted in the original proposal are valid for up to one year after the original service agreement expires. If no term is specified, then the current price shall apply. If the current price is less than the price on the quotation the lower price shall take precedence. Service agreements can be purchased at any time, however if a service agreement is purchased after expiration of the original service agreement then hardware support is only offered "at cost" for the *first 30 days*. Software and firmware support are offered immediately upon receipt of a signed purchase order.

Warranty Shipping Costs

Shipping costs for all warranty shipments are billable to the CUSTOMER at the actual shipping rate as charged by the carrier used.

California Withholding Fee

As of October of 2019, California tax code requires California based entities to withhold 7% from payments to out of state vendors who do not qualify for tax exemption based on California form 590. Videstra LLC is a Wisconsin based for-profit based Limited Liability Corporation with no physical presence nor current economic nexus in California. The California taxation policy necessitates a 7.5% California Withholding fee to be applied to all invoices issued to California entities. California entities may deduct 7% of the total invoice and use the money to satisfy the California Withholding requirement.

Customer Service

During the first year and during subsequent purchase of service (AKA Maintenance) Videstra Customer Service is available M-F 9 AM to 5 PM CST (Central Standard Time). We may be reached by telephone or email. Our Customer Service Telephone number is (608) 999-9003. Our support email is support@videstra.com. After-hours support is available only on an as-available basis. At any time, calls may be redirected to an answering service and support will then be provided within a reasonable period via call-back.

Videstra uses licensed *TeamViewer™* exclusively for support sessions. Support sessions are primarily done on the V-Manager, but may also be initiated on any computer on which you have installed one of your VestraView™ seat licenses by opening a web browser to <http://www.videstra.com/tv>

If you already have licensed TeamViewer Videstra always uses the latest available version – which, historically, has been compatible for basic functionality going back to at least TeamViewer version 6.

If IT policies prevent use of TeamViewer, we will be happy to use an alternate screen-sharing application at the sole expense of the customer. If no screen-sharing application is available Videstra will not be able to provide service for complex issues or training.

Axis Cameras

Videstra, LLC is an Axis Development Partner (ADP) as well as an Axis Partner and Reseller. If Axis cameras are purchased from Videstra they automatically come with a 3-year warranty. Warranty service on Axis cameras must be obtained directly from Axis. Videstra, LLC will be happy to help secure warranty service for your camera(s), however Axis may wish to work directly with you. You may contact Axis using the following web site: <https://www.axis.com/us/en/support/warranty-and-rma>

Backups

Videstra recommends you backup your systems. For the V-Streamer we recommend [Clonezilla](#). For the V-Manager we recommend [Macrium Reflect 7 Free Edition](#). Macrium Reflect 7 is indeed free for *commercial use* after registering (See details in link). Videstra is happy to provide you with backups of both the V-Streamer and V-Manager as initially shipped should you ever require them.

Local IT Policies

You are welcome to apply your IT policies to the V-Manager provided they do not interfere with the operation of the system. IT policies can vary greatly so this is pretty much in the *try-it-and-see* category. As much as can be reasonably expected, Videstra will be happy to work with you should any IT policies conflict with the operation of the Videstra system. If adjustments to our system cannot be made to accommodate these policies, then only functionality available under those policies can be supported.

Late Payments

Customers who are extended payment terms (e.g. 30 days) must remit full payment *inside* of the time period specified in the payment terms either by check or direct bank transfer. Late payments may result in additional charges not to exceed 15% of the original invoice provided the overdue amount has not been turned over to a collection agency. If payment is procured through the services of a collection agency this will result in the immediate cancellation of any service and maintenance agreements for software, firmware and hardware. Under no circumstances will software, firmware or hardware be supported by Videstra while outstanding payments are overdue. Payments are overdue on the first day following the date implied by the terms extended to the customer from the date of the original invoice. Subsequent invoices consisting of changes based on errors, pricing updates or negotiated adjustments do not change the initial due date for any invoice issued by Videstra.

Overdue charges and consequences include:

- Greater than 30 days overdue: +5% of original invoice plus no maintenance and support will be provided
- Greater than 60 days overdue: +10% of original invoice plus no maintenance and support will be provided
- 90 days overdue: +15% of original invoice plus permanent cancellation of maintenance and support
- 120 days overdue: + 20% of original invoice plus permanent cancellation of maintenance and support and the overdue amount will be turned over for collection

In all cases future terms for customers shall be evaluated as a credit risk to Videstra and future purchases may require full payment prior to delivery.

Changes

Videstra reserves the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide reasonable notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

Contact Us

If you have any questions about these Terms, please contact us.