



Bolt Video Membership Master Terms

Last Revised: April 20, 2020

Customer hereby agrees to the following Master Terms Of Service (“Master Terms”), which will be entered into with **Vizoodeo, LLC, a Colorado limited liability company dba Bolt Video (“Bolt Video”)**, as of the Customer checking the box on the online sign up form agreeing to the Master Terms Of Service and completing the Customer’s sign up for the Bolt Video Membership.

1. HOW BOLT VIDEO WORKS

Bolt Video is a Monthly Membership Service whereby Customer pays a Monthly Membership Fee, which entitles Customer to special discounted rates for video production services.

A) What are the Bolt Video Membership Options?

- **Business Membership:** For any business, a license to use Bolt Video services within that single business entity alone. **The Business Membership Fee is \$10 per month.**
- **Networker Membership:** For any business, a license to use Bolt Video services AND share Bolt Video services and discounted rates (including any Bolt Video Pricing Rewards earned) with up to 5 other businesses each year. **The Networker Membership Fee is \$50 per month.**
- **Agency Membership:** For any business or agency, a license to use Bolt Video services AND share Bolt Video services and discounted rates (including any Bolt Video Pricing Rewards earned) with up to 15 other businesses each year. **The Agency Membership Fee is \$100 per month.**
- **Unlimited Membership:** For any business, agency or consortium, a license to use Bolt Video services AND share Bolt Video services and discounted rates (including any Bolt Video Pricing Rewards earned) with an unlimited number of businesses each year. **The Unlimited Membership Fee is \$200 per month.**



B) What are the membership rates for Videography?

Bolt Video Members pay a low rate of **\$200 per hour for professional videography**, so long as Customer uses Bolt Video's editing services to create at least one Edited Video. If Customer wants **only videography services for a given video shoot, then the rate is \$250 per hour**. These rates are for one videographer. Each video shoot will count for a minimum of 1 hour.

- Customer will be charged for any scheduled videography services 72 hours before the scheduled video shoot. In the event that Customer cancels or reschedules the shoot in under 72 hours, the cancellation/rescheduling fees described in Section 2E shall apply and the remaining balance shall be the credited to the Customer's account towards a future video shoot.

C) What are the membership rates for creating Edited Videos?

Pricing for Edited Videos is based on the complexity of each video, which we measure by *Sizes*. A video's Size is determined by the number of *Elements* an edited video contains. An Element is anything that used to make the video that you see or hear when watching the video, including: video clips, images, music tracks, text blocks, motion graphics, etc.

- Small Video = up to 20 elements = \$50
 - Medium Video = up to 40 elements = \$100
 - Large Video = up to 60 elements = \$150
 - XL Video = up to 80 elements = \$200
 - Videos bigger than 80 elements are priced at an additional \$50 per each additional 20 elements
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- Customer will be charged for any requested Edited Videos upon finalizing the Edited Videos or upon 30 days of delivery of the initial video proofs, whichever is sooner.



D) What else does a Bolt Video Membership come with when we sign up?

In addition to the reduced rates described in the previous section, the Customer's Bolt Video Membership comes with the following...

- Bolt Video Pricing Rewards
 - After each 10 hours of videography that Customer buys with their active Bolt Video Membership, Customer shall receive one free hour of professional videography (up to \$200 value) as a reward.
 - After each 10 Edited Videos that Customer buys with their active Bolt Video Membership, Customer shall receive one free edited video. The size of the free edited video will be based on the average size of the 10 edited videos that the Customer has paid for with their active Bolt Video Membership.
- Customer Onboarding Meeting
 - Bolt Video will conduct a Customer Onboarding Meeting with each new Customer upon signing for the Bolt Video Membership. This is a video call, lasting up to 60 minutes, between Bolt Video personnel and Customer personnel. The objectives of the meeting are as follows:
 - Discuss Customer's business goals.
 - Talk through some ways to use Bolt Video Membership to achieve those goals.
 - Orientate Customer to customer portal.
 - Answer questions.
 - Following this meeting, Bolt Video will put together a Video Roadmap for Customer, which will be a living collaborative document. This document will be accessible through the customer portal.
 - Note that if Customer signs up for a Networker, Agency, or Unlimited Membership, that Bolt Video will only conduct this meeting once, with the original Customer who signed up for the Bolt Video Membership.
- Optional Pre-Production Meetings
 - Prior to scheduling a video shoot with Bolt Video, the Customer has the option to schedule a pre-production call or video call with Bolt Video to discuss potential video ideas and to get help with making a plan to properly prepare for a given video shoot. **Customer will be charged a non-refundable \$50 at the completion of the pre-production meeting, but that \$50 will be credited back to Customer when Customer schedules their video shoot following the pre-production meeting.**



- Customer Portal
 - Customer will have access to a custom branded customer portal where they can review their video proofs, request video edits, download videos that have been finalized, schedule a video shoot, and get access to educational video resources to help your business get the most out of its Bolt Video production plan.
- Raw Footage Access
 - Each plan includes Raw Footage access, whereby all of the raw footage captured by Bolt Video while Customer's Monthly Membership is active will be uploaded and available to Customer via their customer portal within a reasonable timeframe following each paid video shoot.
- Video Idea Library
 - Accessible through the customer portal, the Video Idea Library provides video ideas and step by step instructions for how to script and storyboard specific custom videos for a business.

2. HOW VIDEOGRAPHY SERVICES WORK

While Customer's Monthly Membership remains active, Customer can choose to schedule a video shoot at a date and time of their choosing in any of the locations (cities) in which Bolt Video operates at the time.

A) What is the minimum amount of time needed to schedule a video shoot?

Each video shoot will be charged for at least 1 hour of videography time.

B) When will Customer be charged for a video shoot?

Customer will be charged for any scheduled videography services 72 hours before the scheduled video shoot. In the event that Customer cancels or reschedules the shoot in under 72 hours, the cancellation/rescheduling fees described in Section 2E shall apply and the remaining balance shall be credited to the Customer's account towards a future video shoot.

C) How does Customer schedule a video shoot?

Customer should schedule, reschedule, and/or cancel video shoots with Bolt Video using the Bolt Video online scheduling calendar, which is accessible through the Customer's customer portal.



D) How does Customer schedule an optional pre-production meeting?

Customer can schedule a pre-production meeting by clicking on the “Schedule Pre-Production Meeting” button at the top of the main scheduling page (which is accessible through your Customer Portal).

E) Is there a penalty for cancelling or scheduling a video shoot?

Bolt Video understands that sometimes a video shoot will need to be cancelled or rescheduled for a myriad of reasons. With enough notice we won't charge a penalty for cancelling or rescheduling a video shoot. However, if a video shoot is cancelled at the last minute, we do reserve the right to charge the following:

- A video shoot cancelled or rescheduled between 1-3 days of the scheduled video shoot (24-72 hours) = \$20 deducted from the Customer's down payment for the video shoot (the remainder will remain as a credit that Customer can use in the future).
- A video shoot cancelled or rescheduled within 24 hours of the scheduled video shoot (0-24 hours) = \$100 deducted from the Customer's down payment for the video shoot (the remainder will remain as a credit that Customer can use in the future).
- If Customer does not show up as agreed for a scheduled video shoot and the Bolt Video videographer does = \$200 deducted from the Customer's down payment for the video shoot (the remainder will remain as a credit that Customer can use in the future).

Note that if the video shoot is scheduled to occur outdoors, and bad weather is in the forecast, please cancel within 24 hours and there will be no penalty.

F) How is video shoot time calculated?

The clock starts on video shoot time at the start time of the scheduled video shoot, or sooner if the videographer starts shooting at the Customer's request sooner than the scheduled start time.

The clock stops when either the Bolt Video videographer has run out of time or when the Customer lets the Bolt Video professional know that they are satisfied with everything captured.

If a situation occurs that causes a delay in the video shoot that is caused by the Bolt Video videographer (for example there are equipment issues that need to be fixed or calibrated), that time shall not count against the Customer's time.

Conversely, if a delay occurs that is a result of a situation or an interruption that happens at the Customer's video shoot location that is out of the control of the Bolt



Video videographer, then that time shall count towards the Customer's time (even if the interruption or delay was unintended by the Customer...i.e. a patron walks in and needs some help or the Customer receives an unexpected phone call). It is up to the Customer to try to minimize delays and distractions as much as possible and also to be prepared in advance of each video shoot. Tear down time at the end of a video shoot does not count against the Customer's time.

- Bolt Video reserves the right to not charge the Customer for time if a situation occurs that we feel warrants some flexibility in our policy.

G) How many cameras and videographers will there be at a video shoot?

As a standard practice, Bolt Video will send only one videographer and one camera to each video shoot.

If Customer wishes to have more than one camera and/or more than one videographer to shoot footage concurrently, then Customer may request it. **Rates for an additional videographer simply double the videography cost per hour. Rates for a single videographer with an additional camera add an additional \$100 per hour per camera cost to the videographer rate.**

Bolt Video provides no guarantee that we'll be able to secure multiple videographers or multiple cameras in every location in which Bolt Video operates.

H) What is Customer responsible for at each video shoot?

- **Securing The Video Shoot Location:** Video shoots will occur in locations in which Bolt Video has current operations. Bolt Video must agree in writing with Customer on the location of each video shoot. Bolt Video, at its sole discretion, has the option to choose not to accommodate a particular video shoot location and/or has the option to quote the Customer an additional fee or charge for accommodating a particular video shoot location that the Customer has requested (an example of when Bolt Video could request an additional charge to accommodate a video shoot location could be if the location of the video shoot is further away than is cost effective for Bolt Video to accommodate). **Any fees or charges incurred for shooting video at Customer's preferred location(s), including expenses incurred for paid parking, will be the direct responsibility of the Customer. Customer will be provided a receipt (or proof of charge) and will be charged for those expenses.**
- **Video Shoot Preparation:** It is in the best interest of the Customer to be as efficient as possible and to get the highest quality content. In order to get the highest quality content in the most efficient manner, Customer agrees that it will provide proper preparation to Bolt Video within the reasonable requested time prior to each video shoot.



- **Video Authorization:** Customer agrees that it alone will receive the necessary authorizations and consent to use any private space that will be used for the filming of the videos, to use any actor(s) (employees, customers, etc.) images, voices, and/or likenesses in any of the Customer's videos, and to represent any products in the videos that the Customer does not directly own or have license to use in this capacity. Customer agrees that it is fully responsible for securing any authorizations and fully liable for any lawsuit that may result from any unauthorized video content that derives from any Customer video shoot. Bolt Video has provided a standard video release form, which can be downloaded [here](#). Customer must use this form, or another form that is approved by Bolt Video in writing, to gain consent from Customer's employees, customers and bystanders. Customer is solely responsible for managing, receiving, and storing these authorizations and will fully indemnify and hold Bolt Video harmless from any claim, threatened litigation, or lawsuit that arises from the Customer's failure to receive the necessary authorizations for the Video(s) to be used by the Customer and/or by Bolt Video for its own publicity purposes as outlined in this Master Terms document.

3) HOW EDITING SERVICES WORK

A) How are the different Video Sizes determined?

Video Size and therefore the cost required to edit each video is dependent on the complexity of the video. Less complex videos cost less than more complex videos. A video's complexity is determined by the number of elements that the finalized video contains. An element is anything that appears in our video editor's timeline in our editing software. Examples of items that count as a single element include:

- Any video clips that are used in the finalized video count as an element. Note that there are times when a single raw video clip may be spliced into more than one video clip that is used to create the video. Each separate video clip used counts as an element.
- Any separate audio tracks (for example, a voiceover narration that is not linked directly to the video clip).
- Any musical tracks.
- Any motion graphics templates.
- Any images or graphics.
- Any logos.
- Any blocks of text.

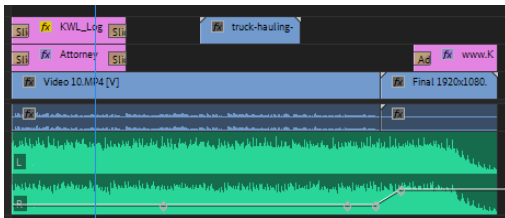


Based on the number of elements used to create the video, videos are then charged for the corresponding Video Size according to the chart below...

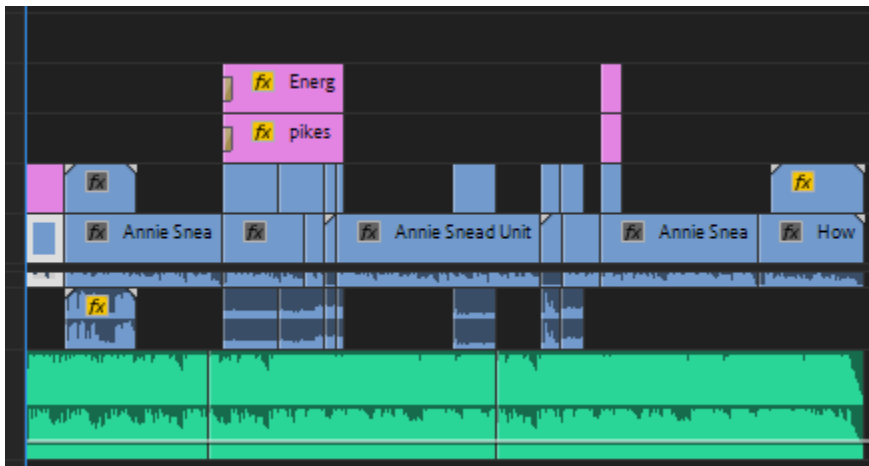
Small Video	Up to 20 elements used to create it
Medium Video	Up to 40 elements used to create it
Large Video	Up to 60 elements used to create it
XL Video	Up to 80 elements used to create it
Even Bigger Videos	Video sizes go up in increments of 20 elements.

Below are a few examples of timelines in Bolt Video's editing software, along with what the corresponding Video Size of each would be...

Video Elements Example #1: The following example represents a timeline with 7 elements. Therefore, this video would be a Small Video and charged the rate for a Small Video.

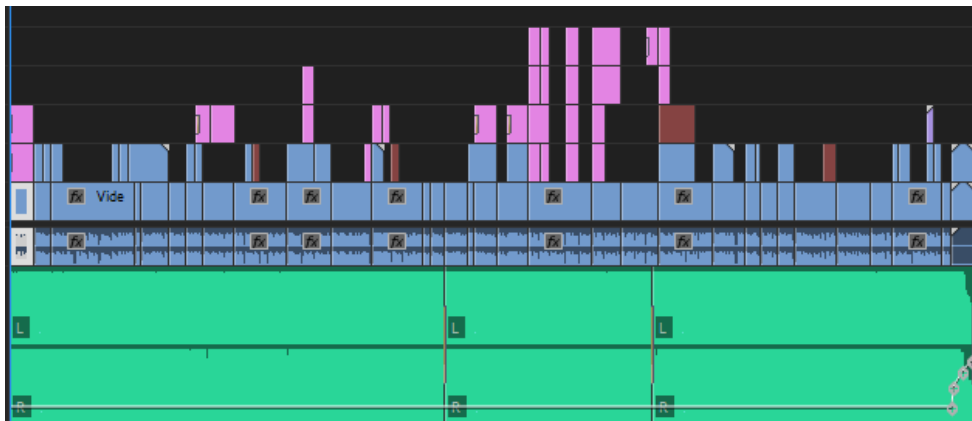


Video Elements Example #2: The following example represents a timeline with 26 elements. Therefore, this video would be a Medium Video and charged the rate for a Medium Video.





Video Elements Example #3: The following example represents a timeline with 92 elements. Therefore, this video would be an XXL Video, and the price for this video will be \$250.



B) Can we determine what Video Size we want a video to be in advance?

Yes, there are a few options that Customer has to be able to determine what each video's Video Size should be....

- Customer may request that Bolt Video limit a video to a certain Video Size or between one Video Size or another.
- Customer may ask for Bolt Video to provide a recommended Video Size in advance of beginning to edit a video.
- Customer may just wish for Bolt Video to make the best judgment possible and Customer agrees that it will be OK with any outcome.

C) When will a Customer be charged for an Edited Video?

Customer will be charged for an Edited Video(s) after Bolt Video publishes each finalized Customer video, or upon 30 days of the Customer receiving the first edited proof video, whichever comes first.

Upon request, Bolt Video will provide a screen capture of the editing timeline for any video to Customer.

D) Other times Customer will be charged for editing services

• **Additional Aspect Ratios**

Anytime Customer requests a video to be created in a different aspect ratio (for example a square video vs a widescreen video) than the original video was created in...the Customer will be charged 20% of the cost that Customer paid for the video based on the Customer's current Edited Video pricing.

- For example, the Customer paid \$100 to have a Medium Video created in a widescreen version and would like a square version as well. The cost for the square version would be \$20 (20% of the \$100).



- **Additional Aspect Ratios With Subtitles Added**

Anytime Customer requests a video to be created in a different aspect ratio AND to have subtitles added to the new videos (for example a square video with subtitles added based on an original widescreen version of the video), the Customer will be charged 40% of the cost that Customer paid for the video based on the Customer's current Edited Video cost.

 - For example, the Customer paid \$200 to have a XL Video created in a widescreen version and would like a square version with subtitles added as well. The cost for the square version would be \$80 (40% of the \$200).
- **Minor Changes To Existing Videos**

There may be occasions where Customer requests minor changes or adjustments to a video that has already been produced and finalized. For example, Customer wants to change the text in the title slide of the video to reflect a different audience for the video. Until further notice these types of edits will be handled on a one-off basis.
- **After Effects Templates**

From time to time it may be requested by the Customer or suggested by Bolt Video to use some more complex animations through Adobe After Effects templates. Bolt Video may be able to accommodate these requests for an additional cost, which will be quoted to the Customer at the time.

4) ADDITIONAL VIDEO PRODUCTION INFORMATION

A) How quickly will Edited Videos be turned around?

Bolt Video will always strive to turn Edited Videos back to Customer after a video shoot as quickly as possible. Provided the Customer has supplied Bolt Video with all of the necessary items to complete a video (i.e. the Customer's logo, requested images, etc), Bolt Video will strive to turn at least one video proof from each video shoot to the Customer within 72 business hours (Mon-Fri 8am to 5pm) of the end of the video shoot.

For all other requested videos, provided Customer has shared all of the necessary information and assets for such requested videos, Bolt Video will strive to send Customer at least one requested video (either a newly edited proof or a new version of an edited proof with requested edits) at least every three business days.

B) What quality will the videos be?

Videos created by Bolt Video for Customer will be of a reasonably high quality and of a professional standard that can be reasonably associated with the price point of the video(s).



C) What if we need to make edits or changes to our videos?

For any edits/changes Customer wishes to make to any produced video(s), Customer will be asked to give Bolt Video specific details on what edits that Customer would like to see made to the video(s). Bolt Video will strive to turn back each round of requested edits within 72 business hours.

D) Can we request a new video at any time?

Yes, Customer may request to have new videos created at any time. These videos may or may not contain footage that was captured at previous video shoots. Customer will need to provide a detailed description, using the Bolt Video forms and tools available at the time, to request the creation of each video.

E) Can Bolt Video incorporate videos or images that Customer sends to Bolt Video?

Yes, Customer may possess its own video footage, images, or graphics and request that such footage be incorporated into a finished video that Bolt Video produces for Customer. Any Customer video footage that is used in the editing process will be counted as an element(s) as described in these Master Terms.

F) Can Bolt Video incorporate stock footage, stock images, or stock audio into our videos?

Yes, in many cases we may be able to incorporate stock items at no additional charge to the Customer, if they are included in the stock libraries we subscribe to at the time. Special requests for stock footage, photography, or audio to include in Customer Video(s) **may incur an additional charge to the Customer, but must first be approved by Customer in writing before the charge is incurred.**

5) AUTOMATIC CHARGES

Customer authorizes Bolt Video to automatically charge Customer's Credit Card for any Fees that are incurred, as described in these Master Terms.

For any sharable Bolt Video Memberships (Networker, Agency, or Unlimited), all charges must go through the original Customer who signed up for Bolt Video.



6) MEMBERSHIP RENEWAL AND CANCELLATION

Customer's Bolt Video Membership will automatically renew each month unless Customer notifies Bolt Video in writing of its intent to cancel its Membership. Renewing or cancelling a Membership will do the following:

- a. **AUTO-RENEWING MEMBERSHIP.** Each month that the Customer's Bolt Video Membership renews, the Customer will continue to receive the benefit of a reduced rates for videography and Edited Videos, including any Bolt Video Pricing Rewards that Customer has earned.
- b. **CANCELLING MEMBERSHIP:** If the Customer chooses not to renew its Bolt Video Membership in any given month, Customer's Bolt Video Pricing Rewards for videography or editing shall be reset to 0 and Customer shall never be able to recover credit for having earned those Bolt Video Pricing Rewards, in the event that Customer wishes to activate a Bolt Video Membership again in the future.

In addition, Customer's customer portal, Edited Videos, and raw footage access will be deleted. Customer should download any and all Edited Videos and raw footage that it wishes to keep prior to the expiration of the Membership.

Lastly, if at any time Customer wishes to activate a Bolt Video Membership in the future after cancelling an active membership, Customer will need to repay the onboarding fee.



7) OTHER IMPORTANT LEGAL TERMS

A) OWNERSHIP

Any video work products (videos) which are created by Bolt Video specifically for Customer under the terms of these Master Terms shall be the sole ownership of the Customer. All videos are the Customers to use and distribute freely forever (on their website, social media channels, traditional media channels, etc.).

B) CONFIDENTIALITY & PROPRIETARY RIGHTS

Each party will likely communicate confidential information to the other party during the performance of these Master Terms. Each party therefore agrees not to disclose, use, copy, display, relicense or otherwise publish any such confidential information, including without limitation the terms of these Master Terms, without the prior written consent of the other party.

C) TERM

The Master Terms shall remain in effect as long as Customer's Monthly Membership is active, and then for one year thereafter.

D) PUBLICITY

Customer agrees to let Bolt Video use the videos that are produced for Customer for Bolt Video's own promotion purposes. This includes showcasing the Customer's video(s) on Bolt Video's website, posting to social media, and sending to other potential Bolt Video clients directly. Bolt Video shall retain the right to use the video(s) in perpetuity. Customer may request that Bolt Video not use a particular video for such promotions by notifying Bolt Video in writing.

E) NON-SOLICITATION

Customer agrees that during the Membership Term and for a period of one year after the termination of its Membership Term, Customer will not (a) directly or indirectly solicit or induce any employee or sub-contractor of Bolt Video to do similar video production, videography, or editing work for Customer outside of these Master Terms.



F) WARRANTY

BOLT VIDEO WARRANTS THAT ITS SERVICES WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH INDUSTRY STANDARDS.

G) LIMITATION OF LIABILITY

Bolt Video's liability hereunder, regardless of the form of action, shall not exceed the total amount paid for the Services included in these Master Terms.

H) ASSIGNMENT

Neither party may assign any rights or delegate any obligations created by these Master Terms without the prior written consent of the other party, which consent shall not be unreasonably withheld. Except that Bolt Video may choose to use Contractors, working on behalf of Bolt Video, to complete some or all of the work for Customer.

I) FORCE MAJEURE

Neither party shall be considered in default in the performance of any obligation hereunder to the extent that the performance of such obligation is prevented or delayed by a Force Majeure Event, which is defined to include a fire, flood, explosion, strike, war, insurrection, embargo, government requirement, act of civil or military authority, act of God, or any similar event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The parties shall take all reasonable action to minimize the effects of a Force Majeure Event. If a Force Majeure Event prevents or delays the performance of a party for thirty (30) days, the other party shall thereafter have the right to terminate each affected Software Service upon written notice at any time before such performance resumes.

J) SEVERABILITY

If any provision of these Master Terms is found invalid or unenforceable by a court of law or an arbitration panel, the remainder of these Master Terms shall continue in full force and effect.



K) RESERVATION OF RIGHTS

A delay or failure in enforcing any right or remedy afforded hereunder or by law shall not prejudice or operate to waive that right or remedy or any other right or remedy, whether of a similar or different character.

L) GOVERNING LAW; VENUE

The validity and interpretation of these Master Terms and the rights and obligations of the parties hereunder will be governed by the laws of the state of Colorado, notwithstanding any conflict-of-law doctrines of Colorado or any other jurisdiction to the contrary. Each party hereby: (a) agrees that any legal proceeding arising out of or relating to these Master Terms will be instituted in any court of general jurisdiction in El Paso County, Colorado or if such court does not have jurisdiction or will not accept jurisdiction, then in the United States District Court for the District of Colorado; (b) consents to the personal and exclusive jurisdiction of such court; and (c) waives any objection that it may have to the selection of venue of any such proceeding and any claim or defense of inconvenient forum.

M) NOTICES

Any notice hereunder by either party will be given by personal delivery or by sending such notice by certified mail, postage pre-paid, to the other party at its address set forth in these Master Terms or at such other address designated by notice in the manner provided in this Article to the attention of an authorized representative of such party or sent by confirmed facsimile or confirmed e-mail. Notice will be deemed to have been received upon the date of actual delivery if personally delivered or, in the case of certified mailing, two (2) days after deposit in the mail, or in the case of facsimile or e-mail upon confirmation of transmission by the receiving parties equipment.

N) COUNTERPARTS.

These Master Terms may be executed in counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument. Signatures may be exchanged electronically.

O) ATTORNEYS' FEES

The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing these Master Terms.



P) WAIVER OF JURY TRIAL

CUSTOMER AND BOLT WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THESE MASTER TERMS.

Q) UPDATES TO MASTER TERMS

Customer and Bolt Video agree that Bolt Video may update these Master Terms from time to time and will provide a notification in writing to the Customer in the event that these Master Terms have been updated, including providing a link to the updated Master Terms.