

VIDIZMO Subscription Service Agreement

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This Subscription Service Agreement ("Agreement") governs the subscription-based access and use of VIDIZMO Software and related services by the Customer.

Definitions

Service: "Services" means the subscription-based access to VIDIZMO Software provided to the Customer under this Agreement.

Customer Data: Data uploaded, migrated, or transferred by the Customer through the Service.

Uptime: The total time within a calendar month that the Service is available to the Customer, excluding scheduled maintenance and force majeure.

Billing Cycle: The recurring period for Service charges, as chosen by the Customer (e.g., monthly or annually).

VIDIZMO Software: VIDIZMO's cloud-based Software-as-a-Service (SaaS) products, including VIDIZMO AI Platform, VIDIZMO EnterpriseTube, VIDIZMO Digital Evidence Management System (DEMS), and VIDIZMO Redactor. Each is a standalone solution accessible via web browser or VIDIZMO desktop application as specified in the applicable Service order, including future updates. The Customer may subscribe to one or more products at a time.

Acceptance of Terms

By signing up for an account, using the VIDIZMO Service, or continuing to use the Service, you agree to this Agreement. You confirm that you are of legal age and have the authority to bind your organization. If you do not agree or lack such authority, you must stop using VIDIZMO's products and services.

Customer Obligations

Accurate Information: The Customer must provide accurate billing and contact details and update them within seven (7) days of changes. VIDIZMO may terminate access without returning Customer Data if fraudulent details are provided.

Account Security: The Customer is responsible for all activities under its account(s), keeping passwords confidential, and reporting unauthorized use immediately.

Customer Data

Ownership & Responsibility: Customer Data remains the Customer's intellectual property. The Customer is solely responsible for accuracy, legality, and rights to the data. VIDIZMO is not liable for data loss, deletion, or copyright claims.

Confidentiality: Customer Data, contact details, and usage analytics are confidential. VIDIZMO will not sell or share them, except to provide the Service, support, or as required by law.

Backup & Security: VIDIZMO uses industry-standard security measures. Optional daily backups (retained 30 days) are available as an add-on service. Customers must maintain their own backups.

Data Processing & Compliance: VIDIZMO processes data in Microsoft Azure data centers, with compliance to applicable laws (e.g., GDPR, CCPA). The VIDIZMO Data Processing Agreement forms part of this Agreement.

Prohibited Use

Customers must not use the Service to transmit unlawful, harassing, obscene, or spam material. The Customer will indemnify VIDIZMO for violations.

Customer Support

Support is provided per the plan included with the subscription or purchased separately.

Service Models

SaaS Model (Azure USA EAST Region)

Bring Your Own Cloud (BYOC): VIDIZMO Software runs in the Customer's Own Cloud (Azure, AWS, GCP or Your Own Cloud/Infrastructure) as a separate instance, managed by customer or VIDIZMO.ai; requires a separate licensing agreement.

Alternative Deployment Option: If this Subscription Service Agreement does not fit your needs, you are encouraged to consider a dedicated cloud or on-premises instance under mutually agreed licensing terms. Please contact VIDIZMO for details.

Service Availability

Uptime SLA: 99.9% uptime guarantee; planned maintenance excluded.

Refunds: Outages beyond SLA require written notice within 10 days; refunds are prorated based on downtime.

Scheduled Maintenance: Minimum 48 hours' notice, conducted during off-peak hours (6am–6pm EST).

Intellectual Property

VIDIZMO retains exclusive ownership of its Software. Customers receive a limited, non-exclusive, non-transferable license. Reverse engineering, resale, and derivative works are prohibited.

Subscriptions

Free Trial: 7-day free trial; continued use after trial converts to paid subscription under agreed plan.

Paid Plans & Overage Fees: Usage limits are set in the Subscription Plan. Exceeding limits (storage, bandwidth, AI usage, user count) incurs overage fees per current rates. Reports are provided for monitoring.

Billing & Payment

Website Purchases: Paid in advance by credit card (monthly/annual).

Purchase Orders: Invoiced; payment due in 30 days.

Disputes: Must be raised within 15 days of invoice.

Late Payment: 1.5% monthly interest (or maximum allowed by law).

Taxes

Subscription fees exclude applicable taxes; the Customer is responsible for paying them.

Termination of Service Agreement & Post-Termination Services

Either party may terminate an order form or Subscription Plan by giving at least thirty (30) days' written notice before the next billing cycle.

Upon termination:

- Access to the Service will be disabled on the termination date.
- Customer Data will be retained in a secure, read-only state for thirty (30) days after termination ("Retention Period").
 - Data downloads during the Retention Period are subject to applicable charges and will count against the storage, bandwidth, or usage limits of the Customer's last purchased plan, with overages billed at current rates.
 - After the Retention Period, all Customer Data will be permanently deleted unless otherwise required by law or agreed in writing.
 - All amounts due, including overages and retrieval charges, must be paid before final account closure.
 - For termination due to VIDIZMO's material breach, prepaid unused fees will be refunded on a prorated basis.
 - No refunds for termination by the Customer for convenience.

Customer Content & Copyright

The Customer warrants it has rights to all uploaded data and grants VIDIZMO a limited license to process it solely to provide the Service. VIDIZMO complies with the DMCA and may remove infringing content.

Compliance with Laws

Both parties must comply with applicable laws, including U.S. export controls.

VIDIZMO is committed to safeguarding customer data and ensuring the highest standards of platform security. For detailed information on security measures, certifications, and best practices, please refer to our Security Overview at: <https://vidizmo.ai/security-overview>

Security

General Provisions

Assignment: Requires written consent, except in mergers or asset sales.

Suggestions: VIDIZMO may use feedback without obligation.

Venue & Law: Governed by Virginia law.

Dispute Resolution: Binding arbitration in Virginia, under AAA rules (or mutually agreed mediator for international customers).

Modification: VIDIZMO may update policies with notice; material changes allow customer termination with refund for unused prepaid fees.

Notices: Must be in writing and sent via certified mail or courier to the addresses provided.

Force Majeure: Neither party liable for delays due to uncontrollable events; termination allowed if such events persist over 60 days.

Representations & Warranties

VIDIZMO warrants it has the rights, skills, and authority to enter this Agreement and that Services will be performed professionally. All other warranties are disclaimed; Services are provided “as is.”

Limitation of Liability

No party is liable for indirect, incidental, or consequential damages except for:

- Breach of confidentiality,
- Indemnification obligations, or
- Gross negligence/willful misconduct.

VIDIZMO's total liability is limited to the fees paid in the preceding twelve (12) months.

Indemnification

VIDIZMO will indemnify the Customer for third-party claims arising from VIDIZMO's breach, misconduct, or IP infringement, subject to notice and defense cooperation. Liability is capped at amounts paid in the preceding year.

Using Your VIDIZMO AI Bundle

With the VIDIZMO AI Platform, you get access to powerful AI tools tailored to your needs. We offer custom AI bundles designed around your specific use cases, so you only pay for what you actually need. Each bundle includes a set amount of AI usage — for example, inference calls, model runs, API requests, processing minutes or hours, data processed, and the compute, storage, transcoding, or bandwidth needed to make it all work. We'll work with you to choose the right bundle for your organization. If you use more than what's included in your bundle during your billing period, extra usage will be charged at our current rates. We'll calculate this separately for each type of resource (like processing minutes or gigabytes processed) so you can see exactly where the overages happened. You can check your usage anytime in your account portal, which is updated daily. This helps you stay on top of your consumption and avoid surprises. From time to time, we may introduce new AI features or models. These may have different usage rules and rates, but we'll always let you know before they're available to you.

Contact Information

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