

Appendix A

Agreement Terms and Conditions

- 1 When using our *Professional Video Services*, a 50% deposit is required to reserve your date. Balance of payment is due upon final delivery of fully produced DVD(s) and/or Blu-ray disks.
- 2 When using our *Professional Video Services*, your signature ensures your date and time is reserved as agreed upon. For this reason, all deposits must be non-refundable if the wedding has been cancelled for any reason, or if the wedding date has been changed.
- 3 Equally, if we (**SMI**) are unable to perform the services agreed upon for whatever reason, we will refund your deposit in full.
- 4 It is the responsibility of the client to secure permission of the church, synagogue or other locations where the ceremony/wedding will take place, and the relevant officials to record the ceremony. The deposit is non-refundable if such officials prevent *Swarm Multimedia Inc.*, (**SMI**) from recording the wedding event in any way, after signing this contract.
- 5 *Swarm Multimedia Inc.*, will abide by the rules of the church, synagogue or other place of ceremony, regarding camera placement or roving movement during the course of the ceremony. Permission of the officiate(s) is required before the camera(s) and microphones are set up.
- 6 *Swarm Multimedia Inc.*, will retain the 'project' materials that created the finished video production on our computers for a period of two months from date of final product delivery to the client. The client must comment on issues relating to the production within 2 weeks of receiving the final DVD/Blu-ray production. After the two month period the 'project' will be removed from our hard disks. Equally, should changes to the DVD/Blu-ray production be undertaken after this time period, applicable charges may apply to rebuild or re-create the 'project'.
- 7 The final (production) delivered on DVD/Blu-ray (VHS is no longer supported) to the client is considered the 'master' copy. **SMI** may or may not retain a copy or copies of a 'master' for backup or demo purposes.
- 8 *Swarm Multimedia Inc.*, will not be responsible for circumstances beyond our control, including but not limited to power failures, equipment malfunction, dependency on third party equipment, which may fail, and/or defective tape stock. If recording is prevented under such and other prohibitive occurrences, the deposit will be refunded with exception to a consideration of a 10% work in progress fee.
- 9 *Swarm Multimedia Inc.*, makes no other guarantees, either expressed or implied, in regard to the aesthetic qualities of the completed video production (See our *Warranty* policy).
- 10 Under any and all circumstances, *Swarm Multimedia Inc.*, for any and all liabilities are limited to the refund of the deposit only.
- 11 *Swarm Multimedia Inc.*, reserves the right to use portions of the video production for promotional purposes.
- 12 Our videographer(s) must be provided with a meal with non-alcoholic drinks if staying for the reception. We are unable to leave the premises for a meal as we must be present to cover the ongoing event. If possible arrange to have a spot by the DJ, as we must have ready access to our equipment when necessary.

- 13 The client must arrange for adequate parking as close to the event as possible. Any parking charges are to be covered by *SMI*.
- 14 Issues of **copyrighted** material: -- all of *SMI*'s productions will only include our original and/or other licensed material such as audio tracks, graphic images, animations, video portions or any other '*cleared*' media assets available in our media library. We will not include any unauthorized material in our productions as they would violate agreed on international treaties regarding use of protected materials created by third party '*artists*' without their or their licensors express permission. We cannot and will not include such materials in our productions, unless the client has written permission from the copyright holder(s), of which copies of approvals/permissions will be kept on file.
- 15 A '*draft copy*' of the final production can be made available for the client to view (*on a draft DVD*) for the express purpose of:
- 1) detecting transcription errors to any of the originally supplied text, (ie: spelling of names, omissions/incorrect inclusions bridal party credit mistakes, etc.,) so they can be corrected,
 - 2) determining that omissions of content specifically requested; **within the agreed on wishes stated in the original or amended contract**, be included, (*if it is available or if it is/was possible to collect or to record*),
 - 3) determining that content when specifically requested; **within the agreed on wishes stated in the original or amended contract**, not to be included, be removed.

All of the above points (Section 13, parts 1 through 3) are considered *SMI* production issues to resolve and will be done at no charge to the client. The review process ensures that prior to committing to the final production DVD/Blu-ray, the production maintains its expected intent and production value.

Otherwise all other changes suggested by the client will be treated as subjective; --(*"I would like these new changes"* or *"include this sound track"* or *"take that video clip out"* or *"edit this to give this effect..."*). These suggested changes may/will impact certain aspects of your video production and thus potentially erode the intended emotional/artistic message or visual impact of the production. *SMI* expends a great deal of time and effort during the production phase to work within the scope of the materials at hand to create a professional and highly memorable production. Every effort to incorporate the wishes of the client will be expended during the early production phase; if, when and where possible, ---not during or after the draft production phase has been completed. All subjective changes have an associated cost over and above the originally agreed upon contract arrangement.

If these subjective changes must be incorporated, cost estimates will be made based on the scope of the changes and charged at our current labour rate(s). Once the changes and costs have been agreed upon, the original contract will be amended and the work carried out, with the same preview and provision rules used during the first draft phase on the revised materials.

Appendix B

SMI Warranty Policy

SMI warrants that our work and the materials used for your wedding production are of the best quality obtainable. We use state of the art video and production tools to create compatible DVD and Blu-ray products that will work on established name brand players of the day. If your wedding production does not work **'at all'** on the disc player you currently own, we will offer to convert the production to either VHS or MiniDV videotape at no charge. The original DVD or Blu-ray disks must be returned as credit for the tape(s).

The DVD or Blu-ray disk, that exhibits consistent video skips, jumps, jerkiness, poor audio or other objectionable artifacts occurring in the same scenes, will be replaced with a fresh copy of the production on another compatible disk(s) at no charge. The original *defective* media must be returned as credit for exchange. All related shipping charges if applicable will be carried by SMI.

Video shot in **unusually** low light conditions may produce image content that may be of very poor quality. We normally do not use any external lighting as it distracts from the atmosphere of the ceremony. The results of video produced in unexpected low light conditions, could be enhanced using certain digital processing techniques to reasonable levels if it is possible. Equally, audio captured in environments of exceptionally high or low audible volumes or that, which restrict audio levels or microphone placement may also exhibit one or all of: distortion, high noise, echo, or loss of dynamics. The results of these conditions must be accepted as a condition of our contract. SMI will make every reasonable effort to minimize these effects during our both the shooting and production cycle, should they occur and if technically reasonable/possible to correct or undertake.

Swarm Multimedia Inc., warrants that production materials (ie: limited to, any of SMI's purchased 3rd party graphics, animations, videos, software code and software objects) used in those video or software productions delivered to the client, are fully licensed and offer royalty free distribution rights for the licensed content in the production. Licensing for distribution and duplication rights for these distinct individual materials extend to SMI only for its content only. You (*the client*) however, do have the right to duplicate and to distribute the delivered production in whole only. The production cannot be *reverse engineered* to extract the production components, such as pictures, audio tracks or other multimedia content for purposes other than that beyond the original delivered production.

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