

## TETN VIDEOCONFERENCE SERVICE AGREEMENT

The Texas Education Telecommunications Network (TETN), a statewide consortium, enters into Agreement with (the Client) for the purchase of videoconferencing services under the terms and conditions specified in this agreement. Signature of the Client and RESC Appointee below indicate acceptance of these terms and conditions. TETN agrees to provide the Client with videoconferencing service originating between selected Region Education Service Centers at the locations indicated on the reverse of this Agreement.

1. Agency. Region Education Service Center XIII (RESC-13) acts as the agent for TETN. RESC-13 will appoint a person to assist the Client with scheduling a videoconference, setting up facilities, and operation of videoconferencing equipment. The RESC appointee will be the Client's point of contact for TETN.

2. Scheduling. This Agreement entitles the Client to a specified amount of videoconferencing time at certain selected sites. This Agreement does not provide a guarantee that the Client's videoconference will be conducted at the date and time scheduled. The Client understands that the date and time may need to be rescheduled in the sole discretion of TETN. In the event of rescheduling, TETN will notify the Client of the need to reschedule and work with the Client on an alternate date and time. If this cannot be worked out to the satisfaction of the Client, no fees for videoconferencing services will be assessed.

3. Fees/Terms of Payment.

A. Charter Member Sites. Use of the TETN Videoconference System will be invoiced as follows: \$100.00 per hour/per location, Monday through Friday, 08:00 a.m. Central Standard Time (CST) through 05:00 p.m. (CST); \$150.00 per hour/per location for all other times. Terms: \$200.00 downpayment payable this date, with balance due and payable in full within thirty (30) days of each scheduled videoconference. All payments for Client services shall be made to RESC-13.

B. Integrated Data Services Network (ISDN) Service. TETN may permit the client's use of ISDN videoconferencing equipment to dial into the TETN network. All telecommunications costs for establishing and maintaining the ISDN dial-in connection to TETN shall be the client's responsibility. If other considerations require TETN to dial out to the client's videoconferencing equipment, TETN will submit an invoice to the client for all telecommunications costs for establishing and maintaining the ISDN dial-out connection. The TETN ISDN dial-out service invoice will be billed separately and is due immediately upon receipt.

4. Cancellation. The Client may cancel a scheduled videoconferencing session without penalty by giving notice to the RESC at least seven (7) calendar days before the scheduled date. Any cancellation by the Client without seven (7) days notice will require a Cancellation Fee of \$200.

5. Technical Difficulties. In the event of technical difficulties, TETN will continue to attempt to conduct the Client's videoconference for no more than 15 minutes past the scheduled start time. If technical difficulties persist for more than 15 minutes past the scheduled start time, the videoconference will be considered canceled on a site-by-site basis due to technical difficulties, and the Client will not be charged for the videoconference at the affected site(s). TETN will refund to the Client fees for affected Charter Member sites only. ISDN fees are not refundable. The Client shall be responsible for any ISDN dial-in fees. TETN will invoice the Client for all dial-out ISDN fees. If the entire videoconference event fails, TETN will arrange with the Client an alternative date and time for the videoconference. THE CLIENT AGREES NOT TO HOLD TETN, THE RESC OR ANY OF THEIR AGENTS OR EMPLOYEES RESPONSIBLE FOR COSTS INCURRED OR INCONVENIENCES IN THE EVENT OF A VIDEOCONFERENCE WHICH IS DELAYED OR CANCELED DUE TO TECHNICAL DIFFICULTIES.

6. Proper Use. BY SIGNING THIS AGREEMENT, THE CLIENT MAKES THE FOLLOWING ASSURANCES:

A. THE CLIENT UNDERSTANDS THAT THE VIDEOCONFERENCE SYSTEM CONTAINS NO "REDUNDANT COMPONENTS" (i.e., backup systems) AND THAT TRANSMISSIONS WHICH ARE LOST OR DEFECTIVE CANNOT BE RECOVERED OR REPAIRED. CONSEQUENTLY THE CLIENT AGREES NOT TO USE THE SYSTEM FOR CRITICAL MEDICAL SITUATIONS OR ANY OTHER TIME CRITICAL BUSINESS TRANSACTIONS.

B. THE CLIENT UNDERSTANDS THAT NEITHER TETN NOR THE RESC ARE HELD RESPONSIBLE FOR THE CONTENT OR ACCURACY OF ANY INFORMATION DISCUSSED OR DISTRIBUTED IN A VIDEOCONFERENCE. THE CLIENT AGREES NOT TO ATTEMPT TO HOLD TETN OR THE RESC RESPONSIBLE FOR ANY LEGAL CLAIM ARISING FROM THE VIDEOCONFERENCE, INCLUDING BUT NOT LIMITED TO CLAIMS OF DEFAMATION, SLANDER, LIBEL, AND INVASION OF PRIVACY. MOREOVER, THE CLIENT AGREES TO INDEMNIFY TETN AND THE RESC FROM ANY COSTS OR LOSSES INCURRED ARISING FROM SUCH CLAIMS MADE BY THIRD PARTIES, INCLUDING PARTICIPANTS IN VIDEOCONFERENCE SESSIONS.

C. THE CLIENT TAKES SOLE RESPONSIBILITY FOR THE PROTECTION OF ANY COPYRIGHTED MATERIAL. THE CLIENT AGREES NOT TO ATTEMPT TO HOLD TETN OR THE RESC RESPONSIBLE FOR ANY COPYRIGHT INFRINGEMENT, WHETHER SUCH OCCURS DELIBERATELY OR INADVERTENTLY. MOREOVER, THE CLIENT AGREES TO INDEMNIFY TETN AND THE RESC FROM ANY COSTS OR LOSSES INCURRED ARISING FROM CLAIMS OF COPYRIGHT INFRINGEMENT FROM THIRD PARTIES, INCLUDING PARTICIPANTS IN VIDEOCONFERENCE SESSIONS.

D. THE CLIENT ACKNOWLEDGES AND AGREES TO BROADCAST AND TALENT RELEASES FOR ALL PARTICIPANTS. THE CLIENT WILL SECURE ADULT PARENT/GUARDIAN CONSENT FOR SUCH RELEASES FOR PARTICIPANTS UNDER 18 YEARS OF AGE.

E. THE CLIENT WILL INFORM ALL PARTICIPANTS IN ANY VIDEOCONFERENCE SESSION THAT THEY MAY BE SEEN AND/OR HEARD BY OTHER PARTICIPANTS AT ANY TIME DURING THE VIDEOCONFERENCE. THE CLIENT WILL ALSO INFORM ALL PARTICIPANTS THAT PARTICIPANTS AT ANOTHER SITE MAY BE CREATING A VIDEO OR AUDIO COPY OF THE VIDEOCONFERENCE. THE CLIENT WILL ALSO INFORM ALL PARTICIPANTS THAT AUDIO OR VIDEO COPIES OF THE VIDEOCONFERENCES MAY BE AVAILABLE TO THE PUBLIC AND THE MEDIA UNDER THE TEXAS PUBLIC INFORMATION ACT.

7. Client Eligibility. The Client may use the videoconferencing system for educational and educational administrative purposes only. TETN reserves the right to discontinue immediately any videoconferencing service for any client who violates this eligibility requirement. In the event of an eligibility violation, the Client agrees not to seek any recourse or reimbursement of fees from TETN.

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Signature of Client/Date

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Signature of RESC Appointee/Date