

MetroVideoMonitor

Video Monitoring for Better Managed and Safer Cities

The Leading Source of Information on Public Video Monitoring Infrastructure and Applications

April Site Launch Lead Generation Trial

MetroVideoMonitor.com

MetroVideoMonitor

Video Monitoring for Better Managed and Safer Cities

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Advanced Technology

TSA VIDEO ANALYTICS
POCKET WIRELESS CAMS
HYBRID NETWORKS
SELF HEALING HUBS
THROUGHPUT OPTIMIZERS



Hot Topics

VIDEO SURVEILLANCE: ABILITY TO SCALE AND EVOLVE IS KEY

Christine Forget

INTEROPERABILITY CURE? VERIZON OFFERS CISCO'S IP BASED SOLUTION

Hot Topics

WIRELESS VIDEO SURVEILLANCE AT DNC AND RNC CONVENTIONS

In the Spotlight

Federal Grants for Speed Monitoring



Video Records Legislation

Miniature High Def. Cam

New State Approach to Privacy

Environment Award to video monitoring

10 Steps For A Successful Procurement

USER NEEDS ASSESSMENT > AWARENESS RAISING > MULTI-AGENCY APPS > LEGAL > BUDGETING > GRANTS & FINANCING > PROCUREMENT TOOLS > PROJECT MANAGEMENT > PERMITTING > USERS TRAINING

Apps Hands-on



Case Studies



Products



Events



MetroVideoMonitor

The new MetroVideoMonitor web site, dedicated to video surveillance funding and procurement processes is launching first week of April with:

- A highly qualified audience recruitment drive.
- A **FREE** lead generation campaign open to all vendors interested in government and public venue video surveillance market including but not limited to:
 - Cameras
 - Transmission
 - Command and control systems
 - Analytics
 - Systems integrators, Vars and consultants
 - Video Surveillance Service providers

What you get:

- **Free white paper posting** in the MetroVideoMonitor “featured white paper” section for one month or until 10 free leads are generated which ever comes first
- **First 10 leads from white paper downloads free** (\$750 value)
- **Free banner run-of-site advertising** on the MetroVideoMonitor site (\$1,250 value)
- **Free logo** in the “Yellow Pages” section of the MetroVideoMonitor web site with link back to your white paper posting

What you need to do to enroll:

- Provide us with a product or application white paper in PDF format before April 30, 2009
- Provide us with a 728x 90 JPEG banner ad
- Provide us with a hi-resolution JPEG of your logo
- Post a reciprocal link to the MetroVideoMonitor home page in the news or event section of your web site
- Sign the attached Purchase Order to be invoiced on the 15th day following the delivery of your 10 leads unless cancelled prior to such date via email to cmleblois@w2i.com

MetroVideoMonitor

Video Monitoring for Better Managed and Safer Cities

<http://www.metrovideomonitor.com>

MetroVideoMonitor **FREE TRIAL ORDER***

Company Information					
Name					
Company Name					
Street Address					
City, State, Zip Code					
Phone					
Fax					
Sponsorship Program	Start & End Date	Monthly Rate(s)			Total
ROS Advertising on: ➤ MetroVideoMonitor			Monthly	Quarterly	Annual
		Home Page IMU	\$2,500	\$2,250	\$2,000
		Top Leader Board ROS	\$1,500	\$1,250	\$1,000
		IMU	\$1,750	\$1,500	\$1,250
		Skyscraper	\$2,000	\$1,750	\$1,500
		Lower Leader Board	\$1,250	\$1,000	\$750
MetroVideoMonitor E-Newsletter			4 drops	13 drops	52 drops
		Top Leader Board	\$875	\$750	\$625
		IMU	\$1,000	\$875	\$750
		Skyscraper	\$1,250	\$1,125	\$1,000
		Lower Leader Board	\$750	\$625	\$500
Post Publications & Reports ➤ Monthly lead reports ➤ Minimum commitment 1qtr		Featured white paper section posting	Option 1: \$4,500/100 leads Option 2: \$1,000/20 leads + \$75/ additional lead		\$4,500
Case Study Database Search Result Sponsorship (Minimum commitment 1yr)		\$3,000 Per quarter, per search category			
Webinars			1	3	12
			\$15,000	\$12,500	\$10,000
Total					\$4,500

*** Special provisions:**

- This PO can be cancelled at any time within one month or within one week of delivery of 10 (ten) free leads which ever comes first via email to cmleblois@w2i.com
- All white paper posting purchase order will include complementary posting of the purchasing company's logo in the "Yellow Pages" section the MetroVideoMonitor web site along with a link pointing to the purchasing company's white paper

Signature: _____ Date: _____

TERMS AND CONDITIONS FOR W2I INTERNET ADVERTISING

I. INSERTION ORDERS AND INVENTORY AVAILABILITY

- a. From time to time, parties may negotiate insertion orders ("IO"s) under which The Wireless Internet Institute ("Media Company") A Massachusetts LLC, located at 225 Franklin Street, 26th floor, Boston, 02110 MA will deliver advertisements provided by -----
----- ("Advertiser") located at -----
----- to Media Company's site(s) (the "Site") for the benefit of Advertiser. At Advertiser's discretion, an IO may either be submitted by Advertiser to Media Company or be submitted by Media Company, signed by Advertiser and returned to Media Company. In either case, an IO will be binding only if accepted as provided in Section I(b) below. Each IO shall specify:
- the type(s) and amount(s) of inventory to be delivered (e.g. white papers, sectional advertising, expert zone) (the "Deliverables");
 - the price(s) for such Deliverables;
 - the start and end dates of the campaign, and
 - reporting requirements such as qualified leads from white paper downloads
 - any special Ad delivery scheduling and/or Ad placement requirements
- b. Media Company will make commercially reasonable efforts to notify Advertiser within two business days of receipt of an IO signed by Advertiser if the specified inventory is not available. Acceptance of the IO and these Terms and Conditions will be made upon the earlier of:
- email approval of the IO by Media Company and Advertiser; or
 - the display of the first Ad impression by Media Company, unless otherwise agreed upon in the IO. Notwithstanding the foregoing, modifications to the originally submitted IO will not be binding unless signed by both parties.
- c. Revisions to accepted IOs must be made in writing and acknowledged by the other party in writing.

II. AD PLACEMENT AND POSITIONING

- a. Media Company must comply with the IO, including all Ad placement restrictions, requirements to create a reasonably balanced delivery schedule, and provide within the scope of the IO, an Ad to the Site specified on the IO when such Site is called up by an Internet user. Any exceptions must be approved by Advertiser in writing.
- b. Media Company will use commercially reasonable efforts to provide Advertiser at least 10 business days, prior notification of any material changes to the Site that would change the target audience or significantly affect the size or placement of the Ad specified in the affected IO. Should such a modification occur with or without notice, as Advertiser's and Advertiser's sole remedy for change or notice, Advertiser may immediately cancel the remainder of the IO without penalty within the 10-day notice period. If Media Company has failed to provide such notification, Advertiser may cancel the remainder of the IO within 30 days of such modification, and in such case shall not be charged for any affected Ads delivered after such modification.
- c. Media Company will submit or otherwise make electronically accessible to Advertiser within two business days of acceptance of an IO final technical specifications, as agreed upon by the parties. Changes to the specifications of the already purchased Ads after that two business day period will allow Advertiser to suspend (without impacting the end date unless otherwise agreed by the parties) delivery of the affected Ad for a reasonable time in order to either:
- send revised artwork, copy, or active URLs ("Advertising Materials");
 - request that Media Company resize the Ad at Media Company's cost, and with final creative approval of Advertiser, within a reasonable time period to fulfill the guaranteed levels of the IO;
 - accept a comparable replacement; or
 - if the parties are unable to negotiate an alternate or comparable replacement in good faith within 5 business days,

immediately cancel the remainder of the IO for the affected Ad without penalty.

- d. Ad delivery shall comply with editorial adjacencies guidelines stated on the IO. As Advertiser's sole remedy for a violation of the foregoing sentence:
- Ads that run in violation of such editorial adjacencies guidelines, if Media Company is notified of such violation within 30 days of the violation, shall be non-billable; and
 - after Advertiser notifies Media Company that specific Ads are in violation of such editorial adjacencies guidelines, Media Company will make commercially reasonable efforts to correct within 24 hours such violation. In the event that such correction materially and adversely impacts such IO, the parties will negotiate in good faith mutually agreed changes to such IO to address such impacts. In the event that the parties cannot reach agreement on such changes within five business days from the implementation of such correction, Advertiser or Media Company may, upon the conclusion of such 5 business day period, immediately cancel such IO, without penalty.

III. PAYMENT AND PAYMENT LIABILITY

- a. **Invoices-** The initial invoice will be sent upon completion of the first month's delivery or within 30 days of completion of the IO, whichever is earlier. Invoices are to be sent to: Advertiser's billing address as set forth in the IO and must include information reasonably specified by Advertiser such as the IO number, Advertiser name, brand name or campaign name, and any number or other identifiable reference stated as required for invoicing on the IO. All invoices pursuant to the IO must be received within 180 days of delivery of all Deliverables. Failure by Media Company to send such invoice or make such request shall be considered a waiver of right to payment for delivery of Ads for which no invoice was sent. Media Company should provide invoices accompanied by proof of performance for the invoiced period, which may include access to online or electronic reporting as addressed in this document, subject to the notice and cure provisions of Section IV. Media Company should invoice Advertiser for the services provided on a calendar month basis with the net cost based on actual delivery or based on prorated distribution of delivery over the term of the IO, as specified in the applicable IO.
- b. **Payment Date** Advertiser will make payment 30 days from receipt of invoice, or as otherwise stated in a payment schedule set forth in the IO.

IV. CANCELLATION AND TERMINATION

- a. At any time prior to the serving of the first impression of the IO, Advertiser may cancel the IO with 30 days prior written notice, without penalty. For clarity and by way of example, if Advertiser cancels the IO 15 days prior to the serving of the first impression, Advertiser will only be responsible for the first 15 days of the IO.
- b. Upon the serving of the first impression of the IO, Advertiser may cancel the IO for any reason, without penalty, by providing Media Company written notice of cancellation which will be effective after the later of:
- 30 days after serving the first impression of the IO; or
 - 14 days after providing Media Company with such written notice.
- c. Either party may terminate an IO at any time if the other party is in material breach of its obligations hereunder that is not cured within 10 days after written notice thereof from the non-breaching party, except as otherwise stated in this Agreement with regard to specific breaches. Additionally, if Advertiser commit a violation of the same Policy (as defined below), where such Policy had been provided by Media Company to Advertiser, on three separate occasions after having received timely notice of each such breach, even if such breach has been cured by Advertiser, then Media Company may terminate the IO associated with such breach upon written notice. If Advertiser do not cure a violation of a Policy within the applicable ten day cure period after written notice, where such

Policy had been provided by Media Company to Advertiser, then Media Company may terminate the IO associated with such breach upon written notice.

- d. Short rates will apply to cancelled buys to the degree stated on the IO

VI. AD MATERIALS.

- a. It is Advertiser's obligation to submit Advertising Materials in accordance with Media Company's then existing advertising criteria or specifications, other editorial or advertising policies, and material due dates (collectively "Policies") in accordance with Section II(c). Media Company's sole remedy for a breach of this provision is set forth in paragraphs (b and c) below, Section V(c), and Section X
- b. If Advertising Materials are late, Advertiser is still responsible for the media purchased pursuant to IO. b. Media Company reserves the right within its discretion to reject or remove from its Site any Ads where the Advertising Materials or the site to which the Ad is linked do not comply with its Policies, or that in Media Company's sole reasonable judgment, do not comply with any applicable law, regulation or other judicial or administrative order. In addition, Media Company reserves the right within its discretion to reject or remove from its Site any Ads where the Advertising Materials or the site to which the Ad is linked are or may tend to bring disparagement, ridicule, or scorn upon Media Company or any of its Affiliates (as defined below), provided that if Media Company has reviewed and approved such Ads prior to their use on the Site, Media Company will not immediately remove such Ads before making commercially reasonable efforts to acquire mutually acceptable alternative Advertising Materials from Advertiser.
- c. If Advertising Materials provided by Advertiser are damaged, not to Media Company's specifications, or otherwise unacceptable, Media Company will use commercially reasonable efforts to notify Advertiser within two business days of its receipt of such Advertising Materials.
- d. Media Company will not edit or modify the submitted Ads in any way, including, but without limitation, resizing the Ad, without Advertiser approval. Media Company shall use all such Ads in strict compliance with these Terms and Conditions and any written instructions provided by Advertiser.
- e. Media Company, on one hand, and Advertiser, on the other, will not use the other's trade name, trademarks, logos or Ads in a public announcement (including, but not limited to, through any press release) regarding the existence or content of these Terms and Conditions or an IO without the other's prior written approval.

VII. INDEMNIFICATION

- a. Media Company agrees to defend, indemnify and hold harmless Advertiser, its Affiliates (as defined below) and its respective directors, officers, employees and agents from any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) (collectively "Losses") incurred as a result of a Third Party (as defined below) claim, judgment or proceeding relating to or arising out of Media Company's breach of Section XII, Media Company's display or delivery of any Ad in breach of these Terms and Conditions or the terms of an IO, or that materials provided by Media Company (and not by Advertiser) for an Ad violate the right of a Third Party, are defamatory or obscene, or violate any law, regulations or other judicial or administrative action, except to the extent:
- that such claim, judgment or proceeding resulted from such materials fulfilling Advertiser's unique specifications provided that Media Company did not know or should not have reasonably known that such specifications would give rise to the Loss or
 - that such materials are provided to Advertiser for review and the Advertiser knew or should have reasonably known from the visual or sonic expression of the Advertisement, while Media Company did not know or should not have reasonably known, that such material violated any law, regulations or other judicial or administrative action, violate the right of a Third Party or are defamatory or obscene. An Affiliate means, with respect to either party, any corporation, firm, partnership, person or other entity, whether de jure or de facto, which directly or indirectly owns, is owned by or is under common ownership with such party to the extent of at least 50% of the equity having the power to vote on or direct the affairs of the entity, and any person, firm, partnership,

corporation or other entity actually controlled by, controlling or under common control with such party. A "Third Party" means an entity other than the parties to this Agreement, their respective Affiliates, and each of their respective directors, officers, employees and agents.

- b. Advertiser agrees to defend, indemnify and hold harmless Media Company its Affiliates and their respective directors, officers, employees and agents from any and all Losses incurred as a result of a Third Party claim, judgment or proceeding relating to or arising out of Advertiser's breach of Section XII, violation of Policies (to the extent the applicable terms of such Policies have been provided to Advertiser at least ten days prior to the violation giving rise to the claim), or the content or subject matter of any Ad or Advertising Materials to the extent used by Media Company in accordance with these Terms and Conditions or an IO, including but not limited allegations that such content or subject matter violate the right of a Third Party, are defamatory or obscene, or violate any law, regulations or other judicial or administrative action. If any action will be brought against either party (the "Indemnified Party") in respect to any allegation for which indemnity may be sought from the other party ("Indemnifying Party"), the Indemnified Party will promptly notify the Indemnifying Party of any such claim of which it becomes aware and will:

- provide reasonable cooperation to the Indemnifying Party at the Indemnifying Party's expense in connection with the defense or settlement of any such claim; and
- be entitled to participate at its own expense in the defense of any such claim. The Indemnified Party agrees that the Indemnifying Party will have sole and exclusive control over the defense and settlement of any such third party claim. However, the Indemnifying Party will not acquiesce to any judgment or enter into any settlement that adversely affects the Indemnified Party's rights or interests without the prior written consent of the Indemnified Party.

Notwithstanding the foregoing, in the event that any Indemnifying Party is required to defend, indemnify or hold harmless an Indemnified Party from a claim, judgment or proceeding of a Related Party (as defined below) of such Indemnified Party pursuant to this Section X, Losses incurred in connection with such claim, judgment or proceeding will be limited to those that are reasonably foreseeable. A "Related Party" is a party in a contractual relationship with the Indemnified Party where such specific contractual relationship relates to the Loss being asserted by that Related Party.

VII. LIMITATION OF LIABILITY

Excluding the parties obligations under Section X or damages that result from a breach of Section XII or intentional misconduct by the parties, in no event will either party be liable for any consequential, indirect, incidental, punitive, special or exemplary damages whatsoever, including without limitation, damages for loss of profits, business interruption, loss of information and the like, incurred by the other party arising out of this Agreement, even if such party has been advised of the possibility of such damages.

VIII. NON-DISCLOSURE, DATA OWNERSHIP, PRIVACY AND LAWS

- a. Any marked confidential information and proprietary data provided by one party, including the Ad description, and the pricing of the Ad, set forth in the IO, shall be deemed "Confidential Information" of the disclosing party. Confidential Information shall also include information provided by one party, which under the circumstances surrounding the disclosure would be reasonably deemed confidential or proprietary. Confidential Information shall not be released by the receiving party to anyone except an employee, or agent who has a need to know same, and who is bound by confidentiality obligations. Neither party will use any portion of Confidential Information provided by the other party hereunder for any purpose other than those provided for under this Agreement.
- b. For purposes of this Section, Advertiser and Advertiser shall be considered one party. Notwithstanding anything contained herein to the contrary, the term "Confidential Information" shall not include information which:
- was previously known to a party;
 - was or becomes generally available to the public through no fault of the receiving party ("Recipient");

- was rightfully in Recipient's possession free of any obligation of confidence at, or subsequent to, the time it was communicated to Recipient by the disclosing party ("Discloser");
 - was developed by employees or agents of Recipient independently of and without reference to any information communicated to Recipient by Discloser; or
 - was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. Notwithstanding the foregoing, either party may disclose Confidential Information in response to a valid order by a court or other governmental body, as otherwise required by law or the rules of any applicable securities exchange or as necessary to establish the rights of either party under this Agreement; provided, however, that both parties will stipulate to any orders necessary to protect said information from public disclosure.
- c. All personally identifiable information provided by individual web users who are informed that such information is being gathered solely on behalf of Advertiser pursuant to the Advertiser's posted privacy policy is the property of Advertiser, is subject to the Advertiser's posted privacy policy, and is considered Confidential Information. Any other use of such information must be set forth in the IO signed by both parties.
- d. Media Company and Advertiser shall post on their respective Web sites their privacy policies and adhere to their privacy policies, which abide by the applicable laws. Failure by Media Company, on one hand, or Agency or Advertiser, on the other, to continue to post a privacy policy or nonadherence to its own privacy policy is grounds for immediate cancellation of the IO by the other parties.
- e. Agency, Advertiser and Media Company will comply with at all times, all applicable federal, state and local law, ordinances, regulations and codes which are relevant to their performance of their respective obligations under this Agreement.

IX. FORCE MAJEURE

- a. Excluding payment obligations, neither party will be liable for delay or default in the performance of its obligations under this Agreement if such delay or default is caused by conditions beyond its reasonable control, including but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, acts of God, or labor disputes. In the event that Media Company suffers such a delay or default, Media Company shall make reasonable efforts within five business days to recommend a substitute transmission for the Ad or time period for the transmission. If no such substitute time period or makegood is reasonably acceptable to Advertiser, Media Company shall allow Advertiser a pro rata reduction in the space, time and/or program charges hereunder in the amount of money assigned to the space, time and/or program charges at time of purchase. In addition, Advertiser shall have the benefit of the same discounts that would have been earned had there been no default or delay.
- b. If Advertiser's ability to transfer funds to third parties has been materially negatively impacted by an event beyond the Advertiser's reasonable control, including, but not limited to, failure of banking clearing systems or a state of emergency, then Advertiser shall make every reasonable effort to make payments on a timely basis to Media Company, but any delays caused by such condition shall be excused for the duration of such condition. Subject to the foregoing, such excuse for delay shall not in any way relieve Advertiser from

any of its obligations as to the amount of money that would have been due and paid without such condition.

- c. To the extent that a force majeure has continued for 5 business days, Media Company or Advertiser has the right to cancel the remainder of the IO without penalty.

X. MISCELLANEOUS

Media Company represents and warrants that Media Company has all necessary permits, licenses, and clearances to sell the inventory represented in the IO subject to the terms and conditions of this agreement, including any applicable Policies. Advertiser represents and warrants that Advertiser has all necessary licenses and clearances to use the content contained in their Ads and Advertising Materials.

Neither Advertiser nor Advertiser may resell, assign or transfer any of its rights or obligations hereunder, and any attempt to resell, assign or transfer such rights or obligations without Media Company's prior written approval will be null and void. All terms and provisions of these Terms and Conditions and each IO will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors and assigns.

These Terms and Conditions and the related IO constitute the entire agreement of the parties with respect to the subject matter and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to the subject matter of the IO. The IO may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same document.

In the event of any inconsistency between the terms of an IO and these Terms and Conditions, the terms of the IO shall prevail. All IOs shall be governed by the laws of the State of Massachusetts. Media Company and Advertiser agree that any claims, legal proceeding or litigation arising in connection with the IO (including these Terms and Conditions) will be brought solely in Massachusetts, and the parties consent to the jurisdiction of such courts. No modification of these Terms and Conditions or any IO shall be binding unless in writing and signed by both parties. If any provision herein is held to be unenforceable, the remaining provisions shall remain in full force and effect. All rights and remedies hereunder are cumulative.

Any notice required to be delivered hereunder shall be delivered three days after deposit in U.S. mail, return receipt requested, one business day if sent by overnight courier service, and immediately if sent electronically or by fax. All notices to Media Company and Advertiser shall be sent to the contact as noted in the IO with a copy to the Legal Department. All notices to Advertiser shall be sent to the address specified on the IO. Sections III, VI, X, XI, XII, and XIV shall survive termination or expiration of this Agreement and Section IV shall survive for 30 days after the termination or expiration of this Agreement. In addition, each party shall return or destroy the other party's Confidential Information and remove Advertising Materials and Ad tags.

Daniel Aghion
Executive Director
Date:
Signature:

Name:
Title:
Date:
Signature