



Getting Started with G2 Solution Video Auditing

Welcome to **G2 Solution** Video auditing where you will see your video converted to results through:

- Improved business liability risk management
- Reduced shrink
- Improved employee compliance with corporate policies
- Improved training and customer service

Table of Contents

Types of Services.....	2
Developing Metrics.....	3
Free Pilot or Contract?.....	4
Appendix A – General Customer Information.....	5
Appendix B – Specific Customer Requirements	6
Appendix C - Confidentiality Agreement.....	8
G2 Solution LLC GENERAL TERMS.....	9



Types of Services

Services	Description
Pilot Program	A test of our auditing services. G2 will provide 12 free reports on video provided by the customer. Reports will be limited to 8 basic metrics. This will give you a no cost, no obligation review of our services.
G2 RVA	Audit of customer provided video, scored against your specific metrics. Web based reports are generated for current and historical use.
G2 RVA Plus	The Plus program includes many possible enhancements and additions to our basic RVA service. These include (but are not limited to) additional metrics, monthly/quarterly/annual trend reports, marketing data, video storage options, video destruction services

Developing Metrics

Accurately analyzing what is actually happening at locations throughout your organization will depend upon what you want us to measure – we call these your “metrics”. **G2** works with you to develop metrics relevant to your particular circumstances and needs that could best address your areas of concern, for instance:

- ❑ Theft – What does this mean for your company? Is it a breach of cash-handling procedures, unpaid merchandise, inappropriate discounts, misuse of company time etc?
- ❑ Customer service – What are the key parameters for customer service for your organization and how well are your employees performing against them? What level of courtesy and up-selling do you train for?
- ❑ Operations – Are there any critical procedures and protocols that must be adhered to in general or in specific situations, such as”
 - handling cash/large bills?
 - checking the age of a customer for alcohol or tobacco sales?
 - compliance with food handling, patient care, other customer service protocols?
 - What activities do employees need to be doing on a daily basis?
- ❑ Marketing – What products or services are an area of concern?
- ❑ Other – If your video can capture it...we can measure it. Let us know what other areas we can help devise a metric to audit for you.

Process for Developing Metrics

- ❑ Initial phone conference to discuss needs.
- ❑ Review of customer procedures and processes.
- ❑ Determine frequency, volume, video length and distribution method.
- ❑ Recommendation and fee quote.
- ❑ Redesign as needed.
- ❑ Begin auditing.



Free Pilot or Contract?

We recommend you undertake our no obligation Free Pilot first. It is an easy way for us to get to know your needs better and to understand your operations. At the same time you will get a free preview of our services.

Our Contract Agreement has a minimum term of 12 months. Number of metrics to audit, difficulty of auditing a specific metric, volume of video to audit, frequency of audits, and the method by which access to the video is provided to G2 are some of the factors governing the per-report fee. Any of the RVA *Plus* enhancements of our service (page 2) can be added through an addendum to our [Contract Agreement](#) at any time with the expectation that the provision of those services will usually become effective within 30 days.



Appendix A – General Customer Information

Name of Customer:
Street:
City:
State:
Zip:

Primary Point of Contact Name:
Primary POC Phone Number:
Primary POC Email:
Primary POC Fax:

Type of Organization:

States of Locations to Audit:

Number of Places to Audit:

Brands of DVR's and Software:



Appendix B – Specific Customer Requirements

Customer Objectives for this engagement (check all that apply):

General questions to help G2 tailor our services to your company:

1. What would you like to see improved in the area of:
 - a. General Business Liability Risk Management
 - b. Asset Protection/Loss Prevention?
 - c. Employee compliance/productivity/training
 - d. Customer service
 - e. Sales/marketing
 - f. Store layouts

2. How is your current video being used or reviewed?

3. Who currently views stored video?

4. Is standardizing employee training across locations important?

5. What historical data trends from individual locations would be most helpful for your company?



Check the boxes of the areas your company would like to see improved or audited.

Theft

- Reduce employee theft
- Reduce vendor theft
- Reduce customer theft

Merchandising:

- Register displays
- Placement of high value merchandise or current sales merchandise
- Improve placement of current advertisements and flyers

Operations

- Register procedures (logging in, logging out, (no sales, voids, returns etc)
- Cash handling procedures (safe drops, large bills, checks, credit, coupons)
- Uniform or name tag use
- Closing procedures
- Inventory, stocking procedures
- Cleaning procedures, what is the state of a store at certain times
- Accident handling procedures
- Idle-time procedures
- Age-verification procedures
- Emergency procedures

Customer Service

- Customer courtesy (greetings, thanking, phone use etc)
- Up-selling procedures.



Appendix C - Confidentiality Agreement

G2 Solution LLC pledges to keep confidential and not disclose to anyone not affiliated with your organization or **G2 Solution LLC**, the following:

- ✓ Any documents that you mark confidential; and,
- ✓ All customer processes and procedures; and,
- ✓ All information you provide **G2 Solution LLC** that is not known to the public or otherwise disclosed to the public.

G2 Solution further agrees to keep all of your video stored by methods approved by you.

By signing below, you agree to keep confidential and not disclose to anyone not affiliated with your organization or **G2 Solution** the following:

- ✓ Any documents that **G2 Solution LLC** marks confidential; and,
- ✓ All **G2 Solution** methodologies, processes and procedures for viewing, analyzing and auditing video; and,
- ✓ All information **G2 Solution LLC** provides you that is not known to the public or otherwise disclosed to the public.

This Confidentiality Agreement will have a term of three (3) years and should there be any dispute about its terms, we agree to arbitrate the dispute in accordance with the rules for Commercial Arbitration of the American Arbitration Association in a hearing located in Indianapolis, IN, Columbus, OH or Louisville, KY.

G2 Solution LLC	Error! Reference source not found. Customer's Name:
By:	By:
Title:	Title:
Signature:	Signature:
PO Box 290	Street
Columbus, IN 47202	City, St, Zip



G2 Solution LLC GENERAL TERMS

1. CONTRACT DOCUMENTS:

The agreement between the parties consists of the one page 'Key Terms' and these General Terms together with any Quotation(s) that may be provided by **G2 Solution** to CUSTOMER in respect of specific project(s), as both may be amended, modified or supplemented from time to time (collectively, the Agreement). This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations and agreements, either written or oral. In the event of a conflict between the terms of this Agreement and the terms of any document delivered to **G2 Solution** by CUSTOMER, the terms of this Agreement shall prevail.

2. DEFINITIONS:

- a. **Post Dated Audit:** Viewing and analyzing recorded video at a **G2 Solution** location and scoring against customer metrics as represented in a Report. All video is delivered to **G2 Solution** in an agreed media at Customer's cost and Reports are delivered to a Customer within 7 working days of receipt. Delivery is either by email or making the Report accessible by the web. There is no physical delivery of Reports other than as provided herein. As pertains to Post Dated Audit, the following terms have the following definitions:
 - i. **Location:** Customer's physical location from where the Customer's video is recorded, such as a store, a restaurant or a vehicle.
 - ii. **Shift:** Eight or less continuous hours of video.
 - iii. **Rate:** The dollar amount charged per location per shift.

- b. **Spot Check:** Viewing and analyzing video remotely as recorded on a Customer's digital video recorder at its Location and scoring against customer metrics as represented in a Report. The Customer is responsible for ensuring **G2 Solution** has remote access to the Customer's digital video recorder. As pertains to Spot Check, the following terms have the following meaning:
 - i. **Duration:** the time period for each Spot Check.
 - ii. **Duration:** The time period covered by any Spot Check
 - iii. **Number:** the number of Spot Checks per month.
 - iv. **Charge:** amount charged for each Spot Check.
- c. **Amount Due Each Month:** The cash amount due each month for services provided herein.
- d. **Locations** means the number of discrete cameras **G2 Solution** is auditing. Locations can be increased over the term of the contract, but not decreased from the original number.
- e. **Metrics:** the standard against which **G2 Solution** is auditing the Customer's observable activity.
- f. **Set-Up Fees:** One-time fees for developing specialized metrics or other information needed to undertake accurate auditing of Customer video. Set-Up fees are due at contract signing.
- g. **Specialized Service:** as described in Section C above.
- h. **Report:** the sole deliverable resulting from **G2 Solution** services will be a report or scorecard delivered in an agreed format in agreed media showing such metrics as agreed by **G2 Solution** and the Customer. This is the sole deliverable from the services tendered herein.

3. DESCRIPTION OF WORK AND DELIVERABLE:

G2 Solution shall provide the services as described under Section **Error! Reference source not found.** of Key Terms and in any Quotation by **G2 Solution** accepted by Customer (the Work). Customer understands that **G2 Solution's** sole deliverable under this Agreement is the Report as defined herein.

4. PAYMENT:

CUSTOMER shall pay the fees as provided in Section **Error! Reference source not found.** of Key Terms If payment is not received by **G2 Solution** within thirty



(30) days after the due date, CUSTOMER shall pay **G2 Solution** interest on the unpaid balance at the rate of 1.5% per month or, if less, the maximum rate legally permitted from the due date until paid in full.

5. CHANGES IN WORK:

In the event CUSTOMER modifies or supplements the services as described under Section **Error! Reference source not found.** of Key Terms, or the assumptions set forth in the Quotation prove to be incorrect, CUSTOMER agrees to pay **G2 Solution** for any additional work at **G2 Solution's** then-current standard rates for time and materials.

6. STORAGE AND SAFE-KEEPING OF VIDEO:

G2 Solution will retain any video provided by Customer for thirty (30) days after a Report is delivered to the Customer. Thereafter, **G2 Solution** will (i) return the video to Customer if Customer has specifically requested the return of the video at Customer's cost; or, (ii) destroy all physical media on which video is stored; or (iii) delete all video stored on computer memory by writing over in accordance with its standard procedures.

7. TAXES AND FREIGHT:

All charges shall be exclusive of any taxes levied (excluding taxes based on **G2 Solution's** net income), and freight charges incurred, as a result of this Agreement or the Work here under. Any such taxes and freight will be paid by CUSTOMER or by **G2 Solution** for Customer's account, in which case CUSTOMER shall reimburse **G2 Solution** for amounts so paid. **G2 Solution** shall add all such associated taxes and freight to the invoices when billed.

8. OWNERSHIP OF INTELLECTUAL PROPERTY:

Customer shall own all video it delivers to **G2 Solution** and the Report as found in the media it is delivered in, for example, MS Excel file, PDF of database query. Customer shall not own any pre-Report drafts, data collections or

summaries prepared by **G2 Solution** in order to deliver the Report.

In the event Customer contracts for specialized services as found in Section **Error! Reference source not found.** of Key Terms and it pays for these specialized service, it shall own any deliverables resulting from these specialized services.

As to all other intellectual properties owned by **G2 Solution** prior to the execution of this agreement, all intellectual properties developed for third parties by **G2 Solution** and all intellectual properties that are part of or are associated with the methodologies, processes, procedures, software or hardware that **G2 Solution** uses to provide services in accordance with this Agreement, as between Customer and **G2 Solution**, **G2 Solution** is the sole and exclusive owner; provided that Customer has not acquired these intellectual properties on its own behalf or from third parties not in violation of this Agreement or other agreements the third party may have with **G2 Solution** (example: employee confidentiality agreement.)

9. WARRANTY: LIMITATION OF LIABILITY:

- a. Warranty. Subject to Section 8b, **G2 Solution** warrants for three months from the date **G2 Solution** delivers a Report to the Customer (the Warranty Period) that the Report will be free from defects in products and workmanship. **G2 Solution's** sole obligation, and Customer's exclusive remedy, arising out of this warranty shall be for **G2 Solution** to use its reasonable efforts to correct any non-conformities in a Report of which CUSTOMER has notified **G2 Solution**, in writing, during the Warranty Period. If **G2 Solution** deems, for any reason, that correction of such non-conformities is not commercially feasible, **G2 Solution** will notify CUSTOMER in writing and CUSTOMER may either accept the Report as is or take a monetary credit for each Report that did not conform with the next payment to **G2 Solution**. The monetary credit must be proportional to that portion of the Report that did not conform to this Limited Warranty. As an example, if **G2 Solution** was providing a report with five metrics and the reporting on



two of the five metrics had not been completed and this failure was the fault of **G2 Solution**, then the monetary credit shall be 40% of the amount paid for that report. THIS SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

- b. **G2 Solution** MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, FOR THE WORK OR REPORT, AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- c. Limitation of Liability. CUSTOMER AGREES THAT **G2 Solution's** LIABILITY ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO A REFUND OF ANY AMOUNTS PAID TO **G2 Solution** AS PROVIDED IN THIS SECTION 8. IN NO EVENT SHALL **G2 Solution** BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO BUSINESS INTERRUPTION OR LOST PROFITS, BASED ON ANY ACT OR OMISSION ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES PROVIDED HERE UNDER, OR ANY ALLEGED BREACH THEREOF. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.
- d. Time for Making Claims. ANY SUIT OF ACTION BY CUSTOMER AGAINST **G2 Solution**, ITS AFFILIATES, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS, OR ASSIGNS, BASED ON ANY ACT OR OMISSION ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICE PROVIDED HEREUNDER, OR ANY ALLEGED BREACH THEREOF, SHALL BE COMMENCED WITHIN TWO (2) YEARS OF THE FIRST OCCURRENCE GIVING RISE TO SUCH CLAIM OR BE FOREVER BARRED. THIS PROVISION DOES NOT MODIFY OR OTHERWISE AFFECT THE LIMITATIONS OF **G2 Solution's** LIABILITY SET FORTH IN SECTION 7 OR ELSEWHERE IN THIS AGREEMENT.

10. FORCE MAJEURE:

Neither party shall be liable for nonperformance of any obligation under this

Agreement caused by acts of God, flood, fire, power interruption, employee absenteeism due to sickness or general catastrophe, strikes, governments act or regulation, or similar causes beyond such party's control. Neither party shall be liable for any delay or failure in the performance of its obligations under this Agreement that results from any failure of the other party to perform its related obligations as set forth in this Agreement, provided the affected party promptly notifies the other party of such other Party's failure to perform its related obligation.

11. INDEMNIFICATION:

CUSTOMER agrees to indemnify, defend and hold **G2 Solution** and its directors, officers, agents and employees harmless from and against any liability, loss, damage or expense (including without limitation costs and fees of litigation) from a claim, suit or proceeding by a third party or any **G2 Solution** employee, agent or representative relating to Customer's negligence, intentional acts or omissions or Customer's premises.

12. TERMINATION:

- a. In the event either party commits a material breach of this Agreement, the other party may by written notice terminate this Agreement if the breaching party fails to cure such breach within thirty (30) days after receiving written notice thereof.
- b. **G2 Solution** may terminate this Agreement in the event (i) CUSTOMER fails to pay any fees under this Agreement within thirty (30) days after its receipt of **G2 Solution's** invoice or (ii) it determines that the completion of services under this Agreement is impossible or commercially unfeasible. CUSTOMER shall still pay **G2 Solution** the fees associated with any satisfactorily completed portion of this Agreement and costs incurred by **G2 Solution** under this Agreement. **G2 Solution** shall have no further obligations under this Agreement.
- c. Except as otherwise provided herein, the right of any party to terminate this Agreement pursuant to Section 12 and the remedies set forth therein are in addition to and not in limitation of any other remedies, including



damages, which such party may have under this Agreement.

13. DISPUTE RESOLUTION: ARBITRATION:

a. For purposes of this Section, a dispute is a disagreement that the parties have been unable to resolve by the normal channels ordinarily used for such matters. Before any dispute arising under this Agreement may be submitted to arbitration, the parties shall follow the following procedures; the complaining party shall notify the other party in writing of the dispute, and the non-complaining party shall exercise good faith efforts to resolve the matter as expeditiously as possible. In the event such matter remains unresolved thirty (30) days after the receipt of the complaining party's written notice, a senior representative of each party shall promptly meet to resolve such matter. If the parties are unable to reach a resolution of the dispute after following the above procedure, or if either party fails to participate as requested, the parties may proceed in accordance with Section 13b.

b. Any dispute or claim which arises out of or in connection with this Agreement that cannot be resolved pursuant to Section 13a shall be determined by binding arbitration. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association by an arbitrator sitting in Indianapolis, IN. Any decision or award by the arbitrator may be entered as a judgment by a court of competent jurisdiction. The arbitrator will not have authority to award punitive or other non-compensatory damages to either party. Each party will bear its own attorneys fees and related costs associated with the arbitration. The CUSTOMER and G2 Solution will pay all other costs and expenses of the arbitration as the rules of the AAA provide. Except as permitted in this Section, neither party may bring a case in court. If either party disregards this restriction, files a court case and fails to dismiss it promptly upon being notified of this provision, that party will pay the other party's costs and expenses, including

attorneys fees, incurred after the notice in defending the court case.

14. GENERAL:

- a. Assignment. CUSTOMER may not assign this Agreement without the prior written consent of G2 Solution. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.
- b. Independent Contractor Relationship. The parties are and shall remain independent contractors. Nothing herein shall be deemed to establish a partnership, joint venture or agency relationship between the parties. Neither party shall have the right to obligate or bind the other party in any manner to any third party.
- c. Notices. Any notice required to be given under this Agreement shall be in writing and shall be deemed to have been given if served personally, if sent by certified mail, postage prepaid, or if sent by facsimile to the parties at the address or facsimile number shown on the Quotation or such other address or number as either party may hereafter designate by notice to the other.
- d. Amendments. No modification of this agreement shall be effective unless the same is in writing and signed by both parties.
- e. Governing Law; Severability. This Agreement shall be governed by the law of the State of Indiana without regard to the provisions of such law concerning conflicts of law. If any provision of this Agreement is found to be illegal or unenforceable, then, notwithstanding such finding, this Agreement shall remain in full force and effect and such provision shall be deemed stricken.
- f. Waiver. The fact that one party excuses or overlooks a breach of any provision of this Agreement by the other party does not mean that party excuses any other breach or waives its right to remedy another breach by the other party.
- g. Headings. The headings of this Agreement are for convenience only and shall not be used to alter or limit the interpretation of any provision