

CreationVideo Ltd. Web TV / Webcasting Terms & Conditions of Service

By executing one or more purchase orders (each a "Purchase Order") for products and services provided by CreationVideo Ltd. ("CreationVideo"), You ("You" or "Your") agree that the following terms and conditions of service (these "Terms and Conditions") apply. CreationVideo may at its discretion modify these Terms and Conditions at any time. The most recent version of these Terms and Conditions can be found at www.creationvideo.co.uk/info/webtv-terms.pdf

PAYMENT & INVOICING:

Your Purchase Order is required. Set Up fee and the agreed total of your 12 / 6 / 3 months' package are required on commencement of service unless agreed otherwise; over-use of transcoding, storage or bandwidth will be invoiced retrospectively and are due within 14 days.

Payments are accepted by cheque, credit card at <http://www.creationvideo.co.uk/info/worldpay> or bank transfer:

Barclays Business Direct

Sort: 20-45-45 Account: 20417408

IBAN: GB20 BARC 2045 4520 4174 08

SWIFTBIC: BARCGB22

TERMINATION: Either party may terminate a Purchase Order with ninety (90) days (or other period if agreed on commencement of contract) prior written notice to the other party (the "Elective Termination Notice"). CreationVideo may also terminate a Purchase Order upon five (5) days prior written notice to You immediately following the Invoice Late Date and Your failure to pay all amounts due under such Purchase Order. You will remain responsible for and pay all amounts due under such Purchase Order for services provided prior to the date of termination.

CONTENT: For the purposes of these Terms and Conditions, the term "Content" means Your graphics, text, video content and audio content and includes, without limitation, any other graphics, text, video content and audio content that is to be used, modified, copied, adapted, exhibited, published, transmitted and distributed by CreationVideo pursuant to a Purchase Order. Content may not contain (a) illegal, immoral, profane, defamatory, pornographic, obscene language or material or (b) race, sex or ethnic based derogatory or inflammatory material. CreationVideo will notify You in writing of any Content that does not meet the foregoing criteria and, following the provision of such notice to You, CreationVideo shall have the right to not use, modify, copy, adapt, exhibit, publish, transmit or distribute such Content. In addition, YOU AGREE TO PAY, WAIVE OR HAVE WAIVED BY THE APPLICABLE THIRD PARTY ANY AND ALL ROYALTIES AND/OR LICENSE FEES (E.G. BMI, ASCAP, SESAC, ETC.) APPLICABLE TO THE BROADCAST OF THE CONTENT AS SPECIFIED BY A PURCHASE ORDER AND FURTHER AGREE INDEMNIFY AND DEFEND CREATIONVIDEO WITH RESPECT TO ALL SUCH ROYALTIES AND/OR LICENSE FEES APPLICABLE TO YOUR CONTENT.

MEDIA BASED VIDEO & AUDIO CONTENT: All media based audio and/or video Content should be provided to CreationVideo on either DVD, DVCAM or Mini-DV media; or in the following digital

formats: .avi, .dv, .mov, .qt, .mpg, .mpg2, .mpeg, .mpeg2, .mpeg4, .mp3, .mp4, .3gp, .asf, or .wmv. Additional media formats may be acceptable, but only upon written acceptance from CreationVideo.

If any video or audio Content is provided to CreationVideo on media other than those specified in the preceding paragraph, You may, at CreationVideo's discretion, be charged dubbing and handling fees for the transfer of the applicable Content to media specified by this paragraph. CreationVideo will have no liability to You for delays or service interruptions caused by Your provision of Content to CreationVideo on media not specified in the preceding paragraph.

ENCODED VIDEO & AUDIO CONTENT: All previously encoded video and audio Content

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provided by You to CreationVideo should be provided on either CD-ROM or DVD-ROM media or uploaded directly to CreationVideo's systems using such ftp or extranet systems as specified to You by CreationVideo. The only accepted formats for pre-encoded video and audio content are as follows: Windows Media 7, 8, 9 & 10; Real Media 8 & 9; MPEG-1; MPEG-2; MPEG-4; AVI; Apple QuickTime 5, 6 & 7; Flash Video, WAV and MP3. Encoded content delivered by You in any format other than those specified by this paragraph may still be accepted by CreationVideo, but You may, at CreationVideo's discretion, be charged dubbing and handling fees for the transfer of the applicable Content to media specified by this paragraph.

CreationVideo will have no obligation to provide any services to You pursuant to a Purchase Order with respect to any such Content. In addition, CreationVideo is and will not be responsible for any problems or issues resulting from Your own encoding of the Content including, without limitation, any problems encountered in the transcoding of such Content by CreationVideo or the quality of the resulting transcoded Content

TEXT & GRAPHICS: All graphics should be provided to CreationVideo in either JPEG, TIFF, Flash (.fla's only) or Adobe PhotoShop format. All text should be provided to CreationVideo in either TEXT, RTF or Microsoft Word format. Any graphics delivered by You in formats other than those specified by this paragraph may not be accepted by CreationVideo and CreationVideo will have no liability or obligation to You with respect to any such graphics or text.

CONTENT OWNERSHIP & LICENSE: All content, including all copies of Content resulting from encoding, transcoding or other services provided to You by CreationVideo pursuant to a Purchase Order, shall remain Your sole and exclusive property. You hereby grant CreationVideo a non-exclusive, worldwide, royalty free license (the "Content License") to use, modify, copy, adapt, exhibit, publish, transmit and distribute the Content as required for CreationVideo's provision of the services specified by a Purchase Order during the term of such Purchase Order. Except as permitted by the Content License, CreationVideo will not otherwise use, modify, copy, adapt, exhibit, publish, transmit or distribute the Content without Your express, written permission. For a period of no less than thirty (30) calendar days following the termination or expiration of a Purchase Order (the "Content Holding Period"), CreationVideo will maintain any copies that it may have of all Content related to the Purchase Order.

CONTENT TRANSFER AND DELETION: You may, at any time during the Term of a purchase order and the Content Holding Period, request that CreationVideo provide You with copies of Your video and audio Content either on DVD-R or by ftp upload (a "Content Transfer Request"). Following receipt of a Content Transfer Request, CreationVideo will coordinate with You the timing and method of the requested transfer and invoice You in advance of the requested transfer for the fees applicable to the transfer (the "Transfer Fee"). The time period for the transfer will vary depending on the total amount of Content to be transferred. However, no transfer of Content will be made prior to Your payment of the applicable Transfer Fee and all other outstanding invoice amounts and CreationVideo will have at least thirty (30) days following the payment of the applicable Transfer Fee and all outstanding invoice amounts to complete the requested transfer. The Transfer Fee will be based upon the following schedule: (a) for DVD-R based transfers, £45 per disk plus actual shipping costs and (b) for ftp based transfers, £25.00 per gigabyte of Content. If a Content Transfer Request is made as specified by this paragraph, then CreationVideo will destroy all copies of the applicable Content only after the transfer of the Content specified by the Content Transfer Request has been completed and You provide CreationVideo with written verification thereof. Otherwise, CreationVideo will destroy all copies of the Content following the last day of the Content Holding Period. CreationVideo may, but is under no obligation to, transfer any graphics or text Content and copies of such graphics and text content will be destroyed by CreationVideo following the last day of the Content Holding Period. For the purposes of this paragraph, a copy of Content is deemed "destroyed" if it is deleted from a computer hard drive or the physical media on which the copy is stored (e.g. CD-ROM or DVD-ROM) is physically rendered unreadable.

SERVICE LEVEL GUARANTEE: Network Availability and System Availability is guaranteed to be free from System Outage during 99.9% of the Total Availability Time (the "Uptime

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Guarantee"). Periods of Service Outage in excess of those specified in this Uptime Guarantee will entitle You to a credit towards any future charges due to CreationVideo by You.

The System Outage percentage of Total Availability Time will be calculated based upon the Total Availability Time for the calendar month in which Service Outage occurs. In the event that Service Outage (as measured using CreationVideo's regular monitoring systems and procedures) exceeds 0.1% of the Availability Hours during a given calendar month period, You may request (within 15 days after the end of the calendar month in question) and shall be entitled to receive a credit of 5% of the fees paid by You to CreationVideo for the applicable calendar month period for each 0.2% of down time (the "Credit") until the Credit equals 100% of the Monthly Charges paid to CreationVideo by You for the applicable monthly period. When and if You detect a Service Outage, You should contact CreationVideo and advise them of the problem. If CreationVideo (using CreationVideo's regular monitoring systems and procedures) is able to confirm Your report, the period of unavailability will be recorded and used in the calculation of CreationVideo's performance for that calendar month. EXCEPT FOR THE UPTIME GUARANTEE SPECIFIED BY THIS PARAGRAPH, CREATIONVIDEO EXCLUDES AND HEREBY WAIVES ALL

REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR COLLATERAL, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE TOTAL AMOUNT OF THE CREDIT FOR ANY PARTICULAR CALENDAR MONTH PERIOD EXCEED THE TOTAL MONTHLY CHARGES PAID TO CREATIONVIDEO FOR THE CALENDAR MONTH. CREDITS WILL ONLY BE ISSUED UPON YOUR REQUEST AS SPECIFIED BY THIS PARAGRAPH.

System Maintenance Periods shall (except as otherwise provided below) occur on Tuesday, Thursday or Friday between 2AM and 6AM Eastern time. Notwithstanding the foregoing, in the event that CreationVideo determines that, due to matters beyond CreationVideo's reasonable control, a System Maintenance Period is necessary outside of the hours, frequency, and/or duration stated above, CreationVideo will use best efforts to notify You prior to such System Maintenance Period and to schedule such System Maintenance Period during non-peak hours (2AM to 6AM Eastern Time). In no event shall a System Maintenance Period constitute failure of performance by CreationVideo under any Purchase Orders or these Terms and Conditions. In addition, Service Outage does not include an outage caused by or related to (1) Your responsibilities under a Purchase Order, (2) a System Maintenance Period, (3) any products or services purchased or leased by You from a vendor or provider other than CreationVideo (e.g. Your computer hardware, Your Internet connectivity, Your Akamai connectivity, etc.) or (4) a Force Majeure event. For the purposes of this paragraph, a "Force Majeure event" is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent provided that event or circumstance is limited to the following: (a) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority; (b) earthquakes, flood, fire or other physical natural disaster, but excluding weather conditions regardless of severity; (c) strikes at national level or industrial disputes at a national level and (d) general Internet connectivity outages, interruptions, or problems occurring at a national, regional or local level.

For the purpose of this paragraph, the following definitions shall apply: (a) "Network Availability" means the availability of all CreationVideo owned or leased infrastructure affecting the Services including, without limitation, all servers, encoders, routers, switches, leased lines, and other network infrastructure owned or leased by CreationVideo and excluding the CreationVideo Equipment; (b) "Services" means the services provided by CreationVideo to You pursuant to one or more Purchase Orders; (c) "System Availability" means the availability of all CreationVideo computer systems, power systems, and all other non-network related systems that facilitate CreationVideo's provision of the Services; (d) "System Maintenance Period" means a period of time during which You cannot access the Services because of CreationVideo's hardware and/or software upgrades, upgrades to increase capacity, addition of new features or functions, or improving system reliability and/or performance; (e) "Service Outage" means a period of time during which You cannot

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access the Services or during which the Services are otherwise unavailable and (f) "Total Availability Time" means the total time available during any calendar month period, excluding System Maintenance Periods during which maintenance is performed and any period during which the applicable Purchase Order is not in effect.

LIMITATION OF LIABILITY: CreationVideo will not be liable to You for (i) problems or service interruptions related to third party technology platforms; (ii) problems occurring with a broadcast once the data stream for the broadcast leaves private networks owned or leased by CreationVideo; (iii) problems or service interruptions arising from or related to the Content; (iv) problems or service interruptions related to or arising from a Video or Audio Feed, Internet Connectivity, connectivity with a Content Delivery Network (e.g., Akamai), satellite feed or other connectivity provided to You by third parties; or (v) problems related to a malfunction of equipment owned by You or provided to You by a third party. In addition, CreationVideo will not be responsible for any delays or failures in its provision of services when such delays or failures are caused by (a) the failure by You or a third party to provide, in a timely fashion, CreationVideo with the necessary Content and other materials or assistance required for a broadcast; (b) the failure of required third-party services or products arranged by You or (c) the actions or inactions of You or Your agents or contractors.

CREATIONVIDEO WILL NOT BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR TORT DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES RESULTING FROM LOSS OF PROFITS OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH, A PURCHASE ORDER AND ANY BROADCAST SERVICES OR OTHER SERVICES OR PRODUCTS FURNISHED BY CREATIONVIDEO, EVEN IF CREATIONVIDEO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CREATIONVIDEO'S TOTAL LIABILITY TO YOU, WHETHER IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCTS AND SERVICES PROVIDED, ANY PURCHASE ORDER EXECUTED BY YOU AND THESE TERMS AND CONDITIONS SHALL NOT EXCEED (A) WITH RESPECT TO ANY CALENDAR MONTH PERIOD, THE TOTAL MONTHLY CHARGES FOR THE CALENDAR MONTH AND (B) IN THE AGGREGATE, THE TOTAL MONTHLY CHARGES FOR THE THREE (3) PRIOR CALENDAR MONTHS.

INDEMNIFICATION: You agree to and shall indemnify, defend and hold CreationVideo harmless from claims, loss, damage, expense (including reasonable attorney's fees and court costs), or liability (including liability for infringement of a third party's intellectual property rights) arising from: (i) the Content, (ii) Your breach of these Terms and Conditions or a Purchase Order, (iii) CreationVideo's acquisition and Internet distribution of any satellite or other broadcast signal specified by You and (iv) all other claims, loss, damage, expense (including reasonable attorneys fees and court costs), or liability arising out of any commission or omission by You in connection with Your video and audio Content and broadcasts. CreationVideo agrees to and shall indemnify, defend and hold You harmless from claims, losses, damages, expenses (including reasonable attorney's fees and court costs), or liability arising from: (a) property damage or personal injury to the extent that such claims arise out of or are caused by CreationVideo's negligence or willful misconduct and (b) the infringement of any intellectual property rights of a third-party by the CreationVideo Software. The indemnification obligations of the parties under this paragraph are subject to: (x) prompt receipt of notice (to the extent known by the indemnified party) by the indemnifying party of the claim, (y) control of the defense of the claim by the indemnifying party; and (z) assistance by the indemnified party in the defense at the expense of the indemnifying party. In addition, CreationVideo's indemnification obligation to You for the infringement of a third-party's patent rights is conditioned on CreationVideo's unrestricted right to replace or remove from use at any time and at no liability to You any CreationVideo Software that is alleged to infringe a third-party's patent rights and replace such CreationVideo Software with software having sufficient functionality for the services provided pursuant to the applicable Purchase Order and by or with such CreationVideo Software to be provided to or accessed by You. In addition, and not withstanding anything in this paragraph to the contrary, CreationVideo will have no indemnification obligation to You for the infringement of a third-party's patent rights if such infringement either (1) is based upon a process, system or method used on the Internet in general (i.e. streaming video, digital rights management, web browsing, etc.) or (2) requires or includes as part of the allegedly infringed process, system or method any media player, encoding, decoding, networking, video, audio, or web browsing technology not developed by CreationVideo.

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LEGAL: CreationVideo's provision of services and products to You and each Purchase Order shall be governed by the laws of England, excluding choice of laws principles, and subject to the jurisdiction of courts located only within the England. No waiver, alteration, modification or cancellation of any of the provisions of these Terms and Conditions or any CreationVideo Purchase Order accepted by You shall be binding on CreationVideo unless agreed to in writing by CreationVideo. These Terms and Conditions (as modified as permitted above) and each Purchase Order executed by You constitutes the entire agreement (including, without limitation, all understandings, representations, conditions, warranties and covenants) between You and CreationVideo concerning the subject matter of such Purchase Order and supersedes any prior agreement between the parties. You understand and agree that services may be provided and payments may be collected by a parent or affiliate of CreationVideo. In the event that You become in default under or otherwise breach a Purchase Order or these Terms and Conditions, You agree to pay all reasonable expenses (including, without limitation, attorneys' fees and collection agency fees) incurred by CreationVideo in its enforcement of its rights under such Purchase Order or these Terms and Conditions.

SPECIAL PROGRAMS: You will receive from CreationVideo any amounts due to You pursuant to any referral, commission, revenue sharing or other similar programs first as an offset against amounts due to CreationVideo by You and then as cash. Any such offsets and payments will be made on or before the last day of the calendar month following the calendar month in which the applicable revenues are collected by CreationVideo.

NOTICE: Unless You notify CreationVideo otherwise in writing, all notices to You from CreationVideo related to a Purchase Order or these Terms and Conditions will be delivered to the persons and addresses specified on the applicable Purchase Order. All notices from You to CreationVideo should be provided to CreationVideo at the address at foot of this page.

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