

## **1. Introduction**

Total Webcasting Inc. (Total Webcasting) a Webcasting Service Provider(WSP) intends to deliver to its Customers (Customer) a full complement of products and services in the form of Full Service Webcasting (Full Service) and Self Service Webcasting (Self Service), collectively Services (Services). Total Webcasting shall perform these Services at the direction of the Customer and as detailed in this Terms and Conditions document (TC) and the Agreement (Agreement) and any Addendums attached to the Agreement.

## **2. Acceptance of Terms**

By using the Services, the Customer agrees to all of the Terms and Conditions set forth in the TC and the Agreement. Unless otherwise specified, the TC and Agreement are between the Customer and Total Webcasting and do not extend or enable the use of this information for any other purpose.

## **3. Service Description**

- a) Customer may not use the Services in any manner inconsistent with this TC or the Agreement.
- b) Full Service consists of a Total Webcasting Technician along with a TW Mediacart™ and Total Asset Manager(TAM™) working together for the purpose of facilitating the Customer's Webcast at a venue specified and arranged by the Customer. Total Webcasting will provide the Services consistent with the details as outlined in the Agreement.
- c) Self Service consists of the Customer utilizing TAM™ and other ancillary capabilities in order for the Customer to perform a Webcast with no on site personnel or equipment supplied by Total Webcasting.
- d) Total Webcasting may alter, expand or reduce the features in the Services from time to time without notice to the customer. Total Webcasting will not reduce a feature that conflicts with any current Agreement with a Customer.
- e) Customer if utilizing Self Service has the right to produce a Webcast utilizing TAM™ at any time but must use all ancillary capabilities as detailed in the Agreement and may not alter, change, redirect or omit any supplied feature without the consent of Total Webcasting.
- f) Customer has the exclusive right to market, promote, support and sell the right to access the Webcast.
- g) Customer recognizes that for Full Service certain facilities will need to be arranged in advance of the Webcast. The Customer agrees to provide Total Webcasting with access to venue details and communications to make all arrangements. From time to time, Total Webcasting will represent the Customer in order to expedite or clarify any details related to the necessary arrangements for the Webcast. If at any time there is additional cost not detailed in the Agreement, associated with the Webcast, Total Webcasting will either provide an updated Agreement or documentation for the Customer detailing any additional costs or impacts.
- h) Customer acknowledges that Total Webcasting may include in the Customer's Portal, a button or tag which is a hyperlink to customer support supplied by Total Webcasting. Customer may not remove or alter this button or tag without permission from Total Webcasting.

## **4. Use Limitation**

Unless otherwise specified, the Services are for the Customers use only.

## **5. Term**

The Term of this TC as well as any Agreement shall remain in effect until completion in accordance with the provisions as detailed in the Agreement.

## **6. Cancellations**

From time to time, it may become necessary for the Customer to cancel or postpone a planned Webcast. When the Customer cancels or postpones a scheduled Webcast with less than 24 hours' notice, customer will pay 1/3 of the total amount as shown in the Agreement for that Webcast. With more than 24 hours' notice Total Webcasting will not assess any charges. In the event Customer cancels or postpones a Webcast, Customer shall be responsible for all non-mitigated third party cancellation fees, penalties, expenses, and costs incurred by Total Webcasting as a result of Customers cancellation, delay, or rescheduling of Services.

## **7. Confidential Information**

During the course of the parties' relationship, they may have access to confidential information of the other party that the disclosing party identifies as being confidential or that the receiving party reasonably should know is confidential ('Confidential Information'). Confidential Information of the Customer includes, without limitation, identifiable content or data provided by Customer. Confidential Information of Total Webcasting Inc. includes, without limitation, any source code or software supplying the Services. Also, any accompanying documentation, web access to administration portals, information provided in the Agreement and any addendum.

## **Total Webcasting Terms and Conditions, *continued***

### **8. Content Ownership**

Customer retains all rights, title, and interest in Customer Content (Content), including Customer's intellectual property including without limitation any trademark, service mark, or audio/video content created by the Customer. The Customer shall have the full responsibility to ensure that all Customer Information that the Customer's viewers collect, transmit, provide or receive complies with all applicable laws, and regulations.

Total Webcasting Inc. retains all right, title and interest in and to their respective proprietary technology, business methods and intellectual property, including the software and hardware utilized in providing the Services, all copyrights, patents, trademarks, and trade secrets, and all developments, enhancements, derivatives, improvements, modifications, or extensions of such technology and intellectual property conceived, reduced to practice or developed.

### **9. Warranties**

Total Webcasting Inc. warrants that it will provide the Services in a professional manner, consistent with generally accepted industry standards. Total Webcasting Inc. utilizes multiple third party service providers for content delivery, content storage, and viewing portal display. Total Webcasting has implemented a design incorporating redundancy at all essential levels. In the event of a failure in any of the systems required for the Services, Total Webcasting will take all necessary steps to restore systems to normal operation.

### **10. Indemnification**

Each party shall indemnify the other party, its subsidiaries and affiliates and all employees, officers, directors, agents and representatives of the other party, its subsidiaries and affiliates from any and all losses, liability, damages, costs and expenses of any nature, including reasonable attorneys' fees, incurred by any indemnity in connection with any claim, suit or demand of any third person.

### **11. Limitation of Liability**

Except for disclosure of Confidential Information, and infringement by Customer of technology and intellectual property rights of Total Webcasting Inc. neither party shall be liable for any indirect, incidental, special, consequential or punitive damages or damages arising from lost data, interrupted communications, lost revenue, lost profits, lost technology, loss of rights or costs of procuring substitute services or any other substitution or solution.

### **12. Fees and Payments**

The fees for the Services are set forth in the relevant Agreement. Total Webcasting Inc. will submit an Invoice (Invoice) following the delivery of the Services. Invoice payments should be paid by check made out to Total Webcasting Inc. and mailed to 60 Park Lane, Suite 6, Highland, NY 12528. Alternatively, arrangements can be made for direct deposit to a Total Webcasting Inc. account. If the Customer pays an Invoice with a Credit Card, a 3% fee will be applied for Merchant Account processing fees.

Invoices are expected to be paid within 30 days of receipt. If Invoices remain open after 30 days, Total Webcasting Inc. will re-Invoice the Customer. If an Invoice remains open after 60 days of receipt, Customer Content may become unavailable for viewing or download.