

**iStreamPlanet Co.**

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# LAS VEGAS CONVENTION CENTER

## WEBCASTING SERVICE AGREEMENT Order Deadline 12/15/2005



Company Name		Booth/Room	
Billing Address		Show Dates Jan 5-8, 2006	
City, State/Country, Zip			
Billing Contact	Telephone Number ( ) -	Fax Number ( ) -	
Technical Contact	Telephone Number ( ) -	Email	
<b>Description of Service</b>		<b>QTY</b>	<b>Price</b>
<b>WEBCASTING</b>			
<b>All webcasting packages include</b> Onsite encoding in Windows Media for up to 8 hrs in a single day, private network Internet service for content acquisition, live webcast, seven days archive and on-demand webcast and assistance with webcast links integration. See note 1 for help with data transfer.			
<b>Starter Package</b> (up to 75GB of data transfer)			\$2,995.00
<b>Standard Package</b> (up to 300GB of data transfer)			\$5,795.00
<b>Business Pro</b> (up to 600GB of data transfer)			\$8,195.00
<b>Enterprise</b> (up to 1TB of data transfer)			\$11,995.00
<b>OTHER</b>			
Pay-per-view webcast			Call for quote
Encoding services			\$100.00/hr
Encoder Rental			\$500.00/day
Videoconferencing IP or ISDN (See Note 3)			\$595.00/hr
Expedite Charges for Orders Submitted After 12/15/05			\$350.00
<b>TOTAL PAYMENT MUST ACCOMPANY ORDER</b>			<b>Grand Total</b>

**Notes:**

1. 75GB equals to approximately 825 users watching 200Kbs stream for one hour.
2. Webcast requires audio and visual (AV) signal. If you do not have AV in place, please call us immediately and we will assist you with locating an AV service provider.
3. Videoconferencing service does not include cost of IP or ISDN lines.
4. iStreamPlanet accepts payments in US dollars, checks drawn on a US bank or Visa, MC, AMEX or Discover credit cards. Make all checks payable to iStreamPlanet Co. Payment and order must be received no later than December 15, 2005 or a \$350.00 expedite charge will be applied.
5. Private network Internet service for webcasting installed and provisioned by Smart City.
6. Additional data transfer over the package established amount will be charged at \$6.00 per GB of data transfer.

AV Company	Contact Name	Telephone Number ( ) -
<b>Accepted by Customer</b>	<b>Print Name and Title</b>	<b>Date</b>

WEBCASTING SERVICES ORDER FORM AND AGREEMENT

## TERMS AND CONDITIONS

1. During the Term (as defined in Section 7), iStreamPlanet agrees to provide the webcasting services ordered by Customer ("Services") as set forth on the attached Order Form). The Order Form, any schedules or exhibits thereto, and these Terms and Conditions, and any addenda hereto, shall collectively constitute the Agreement between the parties.
2. Customer represents that it owns all right, title, and interest in the materials, programming or presentations that are the subject of the Services ("Customer Content"), and that Customer possesses or shall possess all rights in the Customer Content necessary for the uses of the Customer Content contemplated by this Agreement. iStreamPlanet shall not archive or distribute Customer Content unless such service was requested in the Service Order Form.
3. As between Customer and iStreamPlanet, Customer shall own all right, title and interest in and to any Customer Content. During the Term, Customer grants to iStreamPlanet a limited, non-exclusive license to use the Customer Content solely for all reasonable and necessary purposes contemplated by these Terms and Conditions and for iStreamPlanet to perform the Services as contemplated hereunder. These Terms and Conditions do not transfer or convey to iStreamPlanet or any third party any right, title or interest in or to the Customer Content or any associated intellectual property rights, but only a limited right of use revocable in accordance with these Terms and Conditions. As between Customer and iStreamPlanet, iStreamPlanet shall own all right, title and interest in and to the Software, Services and Documentation. These Terms and Conditions do not transfer or convey to Customer or any third party any right, title or interest in or to the Software, Documentation or Services or any associated intellectual property rights, but only a limited right of use revocable in accordance with these Terms and Conditions.
4. iStreamPlanet shall be permitted to identify the Customer as a customer, to identify the Customer in connection with proposals to other prospective customers and to otherwise refer to the other party in print or electronic form for marketing or reference purposes. In addition to the rights granted in this Section 4, each party may display or refer to the other party's proprietary indicia, trademarks, service marks, trade names, logos, symbols and/or brand names (collectively "Marks") provided that reasonable identification as to source of the Marks is made. Neither party may remove, destroy or alter the other party's Marks. Each party agrees that it shall not challenge or assist others to challenge the rights of the other party or its suppliers or licensors in the Marks or the registration of the Marks, or attempt to register any trademarks, trade names or other proprietary indicia confusingly similar to the Marks. All use of a party's Marks shall be subject to such party's logo and trademark usage guide, as provided to the other party and as the same may be updated from time to time. Neither party grants any rights in the Marks or in any other trademark, trade name, service mark, business name or goodwill of the other except as expressly permitted hereunder or by separate written agreement of the parties.
5. iStreamPlanet's current charges for the Services (including license charges, installation charges, service usage charges and other charges) are set forth in the applicable Order Form(s). Amounts due hereunder are payable upon receipt of invoice. Customer agrees to pay a late charge of two percent (2%) per month, or the maximum lawful rate permitted by applicable law, whichever is less, for all amounts not paid within thirty (30) days of receipt of invoice. All taxes, duties, charges and other governmental charges of any kind (including sales and use taxes, but excluding taxes based on the gross revenues or net income of iStreamPlanet) which are imposed by or under the authority of any government or any political subdivision thereof on the charges for any of the Services provided by iStreamPlanet under this Agreement shall be borne by Customer and shall not be considered a part of, a deduction from or an offset against such charges. Customer agrees to pay reasonable attorneys' fees and costs incurred by iStreamPlanet to collect any unpaid amounts owed by Customer.
6. **Protection of Confidential Information:** Any information that the receiving party knows or has reason to know (either because such information is marked or otherwise identified by the disclosing party orally or in writing as confidential or proprietary, has commercial value, or because it is not generally known in the relevant trade or industry) is confidential information of the other party and shall remain the sole property of the disclosing party. Each party agrees that it shall not disclose, use, modify, copy, reproduce or otherwise divulge such confidential information other than to fulfill its obligations under this Agreement. The prohibitions contained in this Section 6 shall not apply to information (a) already lawfully known to or independently developed by the receiving party, (b) disclosed in published materials, (c) generally known to the public, or (d) lawfully obtained from any third party. Neither party shall disclose to third parties, other than its agents and representatives on a need-to-know basis, the terms of this Agreement or any addenda hereto without the prior written consent of the other party, except either party shall be entitled to disclose (i) such terms to the extent required by law; and (ii) the existence of this Agreement.
7. These Terms and Conditions shall become effective with respect to each Order Form during the Show Dates specified in Service Order Form ("Term"). Either party may terminate this Agreement in the event that the other party materially defaults in performing any obligation under these Terms and Conditions and such default continues unremedied for a period of fifteen (15) days following written notice of default, except that iStreamPlanet may immediately terminate this Agreement where a delay in terminating would have a material adverse effect on iStreamPlanet; provided, however, that in the event this Agreement is terminated by Customer due to iStreamPlanet's breach of its obligations with respect to network availability, capacity and operations and failure to cure, Customer's sole remedy shall be its election to terminate the Agreement without further liability to either party (except for Customer's obligation to pay all accrued and unpaid charges outstanding at the date of termination). This Agreement shall terminate, effective upon delivery of written notice by either party to the other party: (i) upon the institution of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of debts of the other party; (ii) upon the making of an assignment for the benefit of creditors by the other party; or (iii) upon the dissolution of the other party. Except for Services relating to an Event, either party may terminate the Services set forth in the specific Order Form(s) during the first fifteen (15) days of the period as set forth in such Order Form(s) without liability upon written notice to the other party; provided that if Customer terminates such Services during such period, Customer agrees to pay iStreamPlanet all accrued but unpaid charges as of the termination date, including without limitation, any installation, set-up and training charges. Except for Services relating to an Event, Customer may cancel the Services set forth in the specific Order Form(s) at any time after the first 15 days of the term.

8. **Dispute Resolution.** In the case of any disputes under this Agreement, the parties shall first attempt in good faith to resolve their dispute informally, or by means of commercial mediation, without the necessity of a formal proceeding. Any controversy or dispute arising out of or relating to this Agreement, or the breach thereof, which cannot otherwise be resolved as provided above shall, at the election of iStreamPlanet, be resolved by arbitration conducted in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA") and judgment upon the award rendered by the arbitral tribunal may be entered in any court having jurisdiction thereof. The arbitration tribunal shall consist of a single arbitrator mutually agreed upon by the parties, or in the absence of such agreement within 30 calendar days from the first referral of the dispute to AAA, an arbitrator designated by AAA. The arbitration shall be conducted in the English language and the place of arbitration shall be Chicago, Illinois, U.S.A, unless the parties shall have agreed to another venue for dispute resolution within 15 calendar days from the first referral of the dispute to AAA. The arbitral award shall be final and binding. The parties waive any right to appeal the arbitral award, to the extent a right to appeal may be lawfully waived. Each party retains the right to seek judicial assistance: (i) to compel arbitration; (ii) to obtain interim measures of protection prior to or pending arbitration; (iii) to seek injunctive relief in the courts of any jurisdiction as may be necessary and appropriate to protect the unauthorized disclosure of its proprietary or confidential information; and (iv) to enforce any decision of the arbitrator, including the final award. The arbitration proceedings contemplated by this Section shall be as confidential and private as permitted by law. To that end, the parties shall not disclose the existence, content or results of any proceedings conducted in accordance with this Section, and deem that all materials submitted in connection with such proceedings are for the purpose of settlement and compromise; provided, however, that this confidentiality provision shall not prevent a petition to vacate or enforce an arbitral award, and shall not bar disclosures required by law.
9. Customer acknowledges that by entering into and performing its obligations under these Terms and Conditions, iStreamPlanet does not assume and should not be exposed to the business and operational risks associated with Customer's business, or any aspects of the operation or contents of Customer's web site(s). Accordingly, Customer shall defend, indemnify, and hold harmless iStreamPlanet and Smart City from and against any suit, proceeding, assertion, damages, cost, liability, and expenses (including court costs and reasonable attorneys' charges) incurred as a result of claims of customers or other third party claims against iStreamPlanet and its affiliates, licensors, suppliers, subcontractors, officers, directors, employees and agents arising from or connected with any Customer Content or Customer's web site(s) (including without limitation any activities or aspects thereof or commerce conducted thereon), Customer's misuse of the Services, unauthorized modification of the Software, or unauthorized combination of the Software with any hardware, software, products, data or other materials not specified or provided by iStreamPlanet and Smart City. The indemnified party shall (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, and (ii) have the right, at its own expense, to employ separate counsel and participate in the defense thereof. In no event shall either party enter into any agreements with third parties which would in any manner whatsoever affect the rights of, or bind the other party in any manner to such third party, without the prior written consent of the other party.
- THE PROVISIONS OF THIS SECTION 9 STATE THE SOLE AND EXCLUSIVE OBLIGATIONS AND LIMITATIONS OF LIABILITY OF EITHER PARTY FOR ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT AND ARE IN LIEU OF ANY WARRANTIES OF NON-INFRINGEMENT, ALL OF WHICH ARE DISCLAIMED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, EACH PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**
10. **EXCEPT FOR EACH PARTY'S LIABILITY ARISING OUT OF ITS INDEMNIFICATION OBLIGATIONS, LIABILITY FOR ALL CLAIMS ARISING OUT OF THESE TERMS AND CONDITIONS, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OF CHARGES PAID BY CUSTOMER TO ISTREAMPLANET UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS PRECEDING THE CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF DATA, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES ARISING FROM OR IN RELATION TO THESE TERMS AND CONDITIONS OR THE USE OF THE SERVICES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY. THIS LIMITATION SHALL APPLY EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.**
11. Any notice required or permitted hereunder shall be in writing and shall be delivered to the contact person listed on the Order Form (with notice deemed given as indicated): (i) by personal delivery when delivered personally; (ii) by established overnight courier upon written verification of receipt; (iii) by facsimile transmission when receipt is confirmed orally; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Either party may change its contact person for notices and/or address for notice by means of notice to the other party given in accordance with this Section 11. Customer shall not, without the prior written consent of iStreamPlanet, assign this Agreement, in whole or in part, either voluntarily or by operation of law, and any attempt to do so shall be a material default of this Agreement and shall be void. These Terms and Conditions are solely for the benefit of the parties and their successors and permitted assigns, and do not confer any rights or remedies on any other person or entity. This Agreement shall be interpreted according to the laws of the state of Nevada without regard to or application of choice-of-law rules or principles. This Agreement and any addenda hereto shall constitute the entire agreement between iStreamPlanet and Customer with respect to the subject matter hereof and all prior agreements, representations, and statements with respect to such subject matter are superceded hereby, including without limitation any non-disclosure agreement previously executed between the parties. These Terms and Conditions shall control in the event of any inconsistency with the terms of the Order Forms or other schedules or exhibits attached thereto. These Terms and Conditions may be changed only by written agreement signed by both iStreamPlanet and Customer. No failure of either party to exercise or enforce any of its rights under these Terms and Conditions shall act as a waiver of subsequent breaches and the waiver of any breach shall not act as a waiver of subsequent breaches. In the event any provision of these Terms and Conditions is held by a court or other tribunal of competent jurisdiction to be

unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of these Terms and Conditions will remain in full force and effect. The parties further agree that in the event such provision is an essential part of these Terms and Conditions, they will begin negotiations for a replacement provision. If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control, including, without limitation, an act of God, fire, flood, explosion, war, terrorism, strike, embargo, government regulation, civil or military authority, acts or omissions of carriers, transmitters, providers, or acts of vandals, or hackers (a "force majeure event"), the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence; provided, however, that Customer will not be excused from the payment of any sums of money owed by Customer to iStreamPlanet for Services provided prior to the force majeure event; and provided further, however, that if a party suffering a force majeure event is unable to cure that event within 30 days, the other party may terminate this Agreement. Neither these Terms and Conditions nor the Order Forms (and other schedules and exhibits thereto) may be construed as creating or constituting a partnership, joint venture, or agency relationship between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. These Terms and Conditions shall be construed and interpreted fairly, in accordance with the plain meaning of their terms, and there shall be no presumption or inference against the party drafting this Agreement in construing or interpreting the provisions hereof. Except as provided herein, the rights and remedies of iStreamPlanet set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity. These Terms and Conditions shall be binding upon and shall inure to the benefit of the respective parties hereto, their respective successors in interest, legal representatives, heirs and assigns. Each party shall comply with all applicable laws, regulations, and ordinances relating to their performance hereunder.

12. Payment and order must be received no later than December 15, 2005 or a \$350.00 expedite charge will be applied. The prices listed on this contract do not include Federal, State or Local Taxes. Taxes will be included on your final bill.
13. iStreamPlanet Co.'s Federal ID is 88-0473514.
14. If paying via wire-transfer, please pay to iStreamPlanet Co. Account # 0404006538 Routing # 321270742. If paying via credit card, please complete the form below (we accept AMEX, VISA, MC and DISCOVER):

Credit Card Holder: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Credit Card Expiration Date: \_\_\_\_\_ (month) \_\_\_\_\_ (year)

15. There will be a \$25.00 service charge for all returned checks.
16. **CANCELLATION** - There is a minimum cancellation fee of 15% of the Grand Total Charges listed on the Order Form. Cancellations must be in writing. Additional cancellation charges will apply for Service Orders that have already incurred labor, material, and/or engineering costs. Some Connectivity Provision types cannot be cancelled once ordered, and Customer will incur the full charge therefore. Credit is not available for service installed but not used.

## ADDITIONAL TERMS AND CONDITIONS FOR ENCODING SERVICES

It is understood and agreed that all media and materials provided by Customer are transported, received, processed, used and stored at Customer's risk. If iStreamPlanet provides shipping and handling services for Customer's materials, surcharges will apply. ISTREAMPLANET SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT LOSS OR DAMAGE INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR LOSS OF DATA, CAUSED BY OR ARISING OUT OF THE LOSS, DAMAGE OR DESTRUCTION OF MATERIALS OF CUSTOMER OR ANY OTHER PERSON WHILE IN TRANSIT OR POSSESSION OF ISTREAMPLANET UNLESS SUCH DAMAGE IS DUE TO THE NEGLIGENCE OF ISTREAMPLANET. IN SUCH EVENT, THE LIABILITY OF ISTREAMPLANET SHALL BE LIMITED TO THE REPLACEMENT OF A SIMILAR QUANTITY OF BLANK TAPE OR MAGNETIC OR OPTICAL MEDIA COMMERCIALY EQUIVALENT TO THE MATERIALS THAT WERE LOST, DAMAGED OR DESTROYED. EXCEPT FOR SUCH REPLACEMENT, ISTREAMPLANET SHALL HAVE NO FURTHER LIABILITY FOR LOSS, DAMAGE OR DESTRUCTION OF CUSTOMER OR THIRD PARTY MATERIALS. IF MATERIALS FURNISHED BY ISTREAMPLANET ARE FOUND TO BE DEFECTIVE IN MANUFACTURE, ISTREAMPLANET SHALL REPLACE SUCH MATERIALS PROVIDED THE CUSTOMER NOTIFIES ISTREAMPLANET IN WRITING OF SUCH DEFECT WITHIN 30 DAYS AFTER SHIPMENT. EXCEPT FOR SUCH REPLACEMENT, ISTREAMPLANET SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH SUCH DEFECTIVE MATERIALS. Customer acknowledges that iStreamPlanet, in its sole discretion, may subcontract all or part of the encoding services to be provided hereunder.