

**PLAYSTREAM TERM SHEET**

**LIVE WEB CAST VIA SATELLITE, FIBER OR TELECOMMUNICATION CONNECTION SERVICE**

Satellite, fiber and telecommunication transmission services are available for conducting a live Web cast. To initiate an order for service, please complete the fields below:

**Step 1- Select Inbound Service**

**Satellite** (check applicable)

- C Band
- Ku Analog
- Ku Digital\*

**Fiber**

- Sonic Telecom
- Vyvx

**Teleconference**

- Dial-In

\* Requires DVB compliant data stream

**Step 2 – Select Outbound Service**

**Live Streaming** (check applicable):

- Windows Media
- QuickTime
- Real Networks

**Step 3 – Set Start Date/Time**

State Date: \_\_\_\_\_

Start Time: \_\_\_\_\_

End Date: \_\_\_\_\_

End Time: \_\_\_\_\_

Total Duration: \_\_\_\_\_

**R A T E S**

Service	Description	Time	Rate
C-Band / Ku-Band	Fixed Downlink with Encoding Service	8am – 6pm PST	\$175 per 30 Min.
C-Band / Ku-Band	Fixed Downlink with Encoding Service	6pm – 8am PST	\$175 per 30 Min. + \$100/Hr Labor*
Fiber Switch	Vyvx/Sonic One-Way Switch Fee with Encoding Service	8am – 6pm PST	\$140 per 30 Min.
Fiber Switch	Vyvx/Sonic One-Way Switch Fee with Encoding Service	6pm – 8am PST	\$140 per 30 Min. + \$100/Hr Labor*
Teleconferencing	Dial In Service with Encoding Service	8am – 6pm PST	\$25 per 30 Min.
Teleconferencing	Dial In Service with Encoding Service	6pm – 8am PST	\$25 per 30 Min. + \$25/Hr Labor*
WM/QT Data Transfer	Data Transferred using Windows Media Or QuickTime	All Hours	\$0.01 per Mb
Real Data Transfer	Data Transferred using Real Media	All Hours	\$0.02 per Mb

\*After Hours Labor Charge is 2 Hour Minimum.

Managed encoding services (capturing, digitizing and compressing signal into streaming format) are included with the services above. A media report of the event is also included. Data Transfer measurements are billed at the rate of \$0.01 (one cent) per megabyte transferred. For calculation purposes, PlayStream assumes 1,024 Kilobytes are in one Megabyte. All prices are in US Dollars. Rates are based on minimum block usage and no proration is given for services incurring less than 30 minutes. For C-Band, Ku-Band and Fiber Switch services after hours, there will be a labor surcharge of \$100.00 per hour billed in hourly increments.

**Existing Customer Information (Skip New customer information if no changes are to be made):**

Account Name/Ownership: \_\_\_\_\_

Account Number: \_\_\_\_\_

**New Customer Information (or if Existing Customer Information has changed):**

Business: \_\_\_\_\_

Address: \_\_\_\_\_

City, State/Province, Postal: \_\_\_\_\_

Country: \_\_\_\_\_

Web Site: \_\_\_\_\_

FAX: \_\_\_\_\_

Account Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Technical Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**Payment Method:**

Invoice (Purchase Order No. \_\_\_\_\_ )

PayPal (Remit pmt to paypal@playstream.com)

Credit Card (check applicable box)

Bill Submission: eMail  Postal  Both

Visa

MasterCard

Am. Ex.

Discover

Diners Club

JCB

Card No: \_\_\_\_\_

Expiration: \_\_\_\_\_

Billing Address (if Different than Above): \_\_\_\_\_

City, State/Province, Country: \_\_\_\_\_

Affiliate Partner: Yes

Affiliate Account CID (if applicable): \_\_\_\_\_

Referral Code (if applicable): \_\_\_\_\_

**TERMS AND CONDITIONS:** The individual, signing on behalf of the Company below, has read the "PlayStream Terms and Conditions of Use," which is located online at <http://www.playstream.com/tc/> and agrees to them. This Term Sheet provides express permission to Customer to use the service to host "live content" as required by PlayStream's Terms and Conditions of Use. All terms of PlayStream's Terms and Conditions of Use shall apply. The terms of this written PlayStream Agreement shall override any inconsistencies or contradictory terms and conditions of use that may arise between this agreement and PlayStream's Terms and Conditions of Use.

**INQUIRIES:** Customers may inquire into availability of satellite or transmission services on a per specific event basis. Inquiries can be booked on the date of the event or months in advance, and generally, cancelled at any time, subject to the Cancellation Policy below. Inquiries that fall outside of regular business hours, or events that require special staff scheduling, vendor coordination, venue coordination, etc. must be resolved within the constraints of vendors and venues advance requirements no later than 48 hours prior to the event.

**CANCELLATION POLICY:**

Inquiries can be cancelled at any time, subject to the inquiry policy above. If an inquiry is "challenged" by another customer, the order must be firm booked or released within 2 hours	0% of event cost
Cancellation of firm booking 12-24 hours prior to event start	50% of event cost
Cancellation of firm booking less than 12 hours prior to event start	100% of event cost
Costs incurred to outside vendors, if applicable.	100% of line item cost

**INQUIRY OR FIRM BOOKING:** Please check the appropriate box. Inquiries for service can not be implemented for service, until converted to a Firm Booking and signed by both parties.

**Inquiry Only**

**Firm Booking**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by their duly authorized representatives. The individual signing on behalf of the Company below represents and warrants that he or she has full authority to sign this Agreement and bind Company to perform all duties and obligations contemplated by this Agreement.

Please Fax this signed Agreement to PlayStream, Inc. at FAX 1-(206) 404-7901 or mail to PlayStream, Inc., 100 4<sup>th</sup> Avenue North, Suite 400, Seattle, WA 98109, USA.

Customer

PlayStream, Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_