

Service Description „Business – FLAT/Minutes“

1. General

(1) In addition to the general Terms and Conditions (see www.streamcraft.de) of Streamcraft Technologies GmbH – from here on referred to as „Streamcraft“ – for the disposition of communication services, applies this performance description for all tariffs of the of the **“Business – FLAT/Minutes“** from here on referred to as **“Business Tariff“**.

(2) Streamcraft Technologies, under the name **„Business – FLAT/Minutes“** provides for-a-fee audio/video/data services as software as a service Provider to company clients.

(3) It is the responsibility of the user to not violate any Laws or infringe the Rights of third parties while using the services made available to him by Streamcraft. The user commits in particular - but not limited to – to the obeying of regulations of the Laws against propagation and distribution of content that is illegal, unlawful, immoral and/or unsuitable for minors (in the respective relevant version). Streamcraft advises that content of mediated data is not inspected. In case that Streamcraft has been used for the breaching of the aforementioned laws and regulations, the party is obligated to absolve Streamcraft from any and all claims of third parties. Streamcraft reserves the right to immediately terminate service and/or if necessary to terminate the contract of any user who breaches the Terms and Conditions of the communication service without prior notice.

(4) The user is obligated to fulfill lawful provisions and licensing agreements and orders, in particular existing export regulations of the European Union; and import restrictions of all possible destination countries; as well as obligated to ensure obtaining of all for the service necessary licenses and permits as long as they are required for the usage of the services provided by Streamcraft. The member thus assumes all for this purpose incurred expenses – fees, taxes etc. The member makes Streamcraft exempt from all third party claims for expenses incurred from the use of the aforementioned services. This is valid in particular for claims about infringement of industrial and intellectual property resulting from the use of the communication services in a not by Streamcraft authorized configuration or Streamcraft authorized software, or from the misuse and abuse of these services.

(5) The authentication of all password protected services is carried out with user ID and password, which are deposited at registration. The user has the sole obligation of protecting his password from unauthorized persons and the obligation of using the service compliant to the aforementioned conditions. If the user should notice indications of third persons possibly having acquired his password, the user is obligated to immediately change or have his password changed.

(6) Streamcraft advises its users that there is no possible influence from the side of Streamcraft on the efficiency and/or availability of the network IP-connections the user needs for the service. There can be guarantee whatsoever for the efficiency or availability of these connections.

(7) The precise characteristics of the agreed upon user tariffs and the concrete licensing subject matter are named in an attached individual offer. The performance characteristics of the **“Business – Tariffs“** service are inferred from the valid performance specification at the time of offer acceptance.

(8) Streamcraft reserves the right to adjust prices after the end of the agreed upon the minimum contract duration. Streamcraft Technologies will announce price adjustments immediately and at least 4 weeks in advance. In this case, a contract can be dismissed with the option of altered conditions with period of cancellation 4 weeks before end of the month.

2. Product Description

Streamcraft Technologies provides for-a-fee audio/video/data conference services that members can use via transfer media (company LAN, Internet, ISDN dial-in etc.) that support the IP protocol, provided the correct configuration of security mechanisms (Firewalls etc.) and the availability of sufficient performance of network connections to the server. For this purpose, Streamcraft makes available the following central services to its users:

- Multi-point video conferencing
- Authentication
- User Directory
- Conference planning
- Company administration interface for selected licensee associates

Every participant is assigned a unique (and if desired an abstract) user id for the use of the service by his company administrator. In addition, to use the service, every user also receives the **“Confidence Business Edition client“**. The licensee downloads the components for free from the official confidence product website and can install them on arbitrary many machines (PC, Notebook, Laptop).

3. Services

3.1. Video and Conference Services

Streamcraft provides a for-a-fee IP-based audio/video/data conference services as ASP service. The following functionality is:

Functionality

Multi-point capable clients (Quality and number of simultaneous conference partners depends on the performance/utilization of the respective company network/Internet connection/computers)

Moderator interface for the control of data traffic within a conference. Integrated data conferencing functionality:

- Application Sharing
- Desktop Sharing
- Text Chat
- File Transfer
- Joint Browsing
- Call Forwarding
- Active address directory of all registered users
- Web based conference management:

- Anonymization of user accounts

Video

- Highly optimized compression methods
- Choice of personal picture display
- Innovative automatic video feed layout (DirectX9 compatible graphics card is required)

Audio

- Integrated multi-point audio conference module

End Devices

- Comprehensive support of most DirectShow compatible PC-components (USB cameras, headsets)

Conference Server

- 1x virtual conference server for execution of server based multi-point conferences

Transmission

- Support for private Internet addresses (NAT)
- An optimized transport protocol that adapts dynamically to current net utilization
- The best possible synchronous transmission of audio and video

Security

- Simple Firewall integration – no need for a port to be opened for incoming TCP data transfer
- Complete end-to-end encryption and authentication of all connections and exchanged data via SSLv3 under the use of X.509 Standard certificates

Client Licenses

Business Minutes

There is no limit to the maximum number of generated and used company accounts. The software can be installed on any arbitrary computer. Minutes exceeding the agreed minute volume package will be charged on a per minute /per participant base and the agreed per minute tariff.

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The licensee receives the number of seats specified in the license contract. Deleting accounts can make previously used accounts available for other/new users..

System Requirements (depend on conference parameters)

- PC from Core2Duo, min. 512 MB RAM
- USB camera or capture card with analog camera
- USB headset
- Graphics card with DirectX 9 support (On Board graphics not recommended)
- Full duplex capable sound card
- Network: arbitrary IP-based media (e.g. Ethernet, TDSL, SDSL) with a minimum of 192 kbit/s Upload net rate
- Windows Vista / Windows XP SP2
- Highest Windows Media Player version for the corresponding OS
- Current DirectX Runtimes
- Parallel running IMs or other communication software or active antivirus scans should be deactivated during the conference use of confidence.

3.2. Availability and Warranty

(1) Streamcraft assumes warranty only in the scope of the mandatory statutory provisions, as long as nothing else has been successively agreed upon.

(2) Streamcraft makes no guarantees about the suitability of the service, the software or hardware related to the intended utilization by the user. A sufficiently long testing period before licensing is provided.

(3) The license agreements for the individual products can contain deviant from the contract and/or additional regulations concerning the warranty.

(4) The member is familiar with the fact that Streamcraft services can only be provided given the availability of networks through the user's network provider and/or transfer means furnished through third parties and in the scope of the technical and operational possibilities. Streamcraft does not guarantee the uninterrupted availability and quality of such communication networks and transfer means and thus makes no guarantees for the provision of its services.

(5) Streamcraft Technologies advises that the use of its services require a minimum quality and bandwidth from the Internet connection of the user. This covers in particular:

- a. A constantly and reliably available bandwidth to/from the server of at least 192 kbit/s per users in Upload, and at least 1.5Mbit/s in download;
- b. Access to the Internet via port 443 or HTTP Proxy with „basic authentication“;
- c. Accessibility of the servers, which furnish the service.

(6) The use of WLAN or radio networks can cause additional interferences in the communication. Therefore, it is recommended that the software be used with a LAN cable connection.

(7) Streamcraft Technologies advises that due to technical circumstances (utilization/heavy load of the company networks by other company members or clients) the access to the service cannot be guaranteed from every position on the Internet. This is especially true for transcontinental connections

(8) Further demands are barred.

(9) Streamcraft Technologies assures the general availability of the server with 98% annual average. The availability does not include the IP-connection between the user and the server since it cannot be influenced by Streamcraft Technologies. The user is obligated to disclose Streamcraft outage immediately via Email. Not announced outages cannot be resolved by Streamcraft and are therefore not counted towards the average yearly availability.

4. Industrial Property Rights and Constraints

(1) All proprietary and industrial rights to the software products that are employed in connection to the service are exclusive to Streamcraft.

(2) The participants are allowed to make a sufficient number of copies of the software for backup purposes.

(3) All trademark, service mark, invention, patents, copyright, utility model, industrial design patent and other industrial and commercial property rights remain the property of their owners or authors. No transfer of rights or licenses of industrial property to other contract parties takes place.

(4) The user is not allowed to:

- a. Relinquish this contract and the resulting rights in part or in whole;
- b. Venture or allow to reverse-engineer products and especially the software;
- c. Allow third parties to conduct tests without the prior approval of Streamcraft;
- d. Use the service for unwanted web-calls (video communication spamming).

5. Privacy Policy

(1) The user agrees to allow Streamcraft to save the data transmitted by the participant in machine readable form. This data is saved by Streamcraft for the purpose of use of services, quality assurance and billing. Beyond this, collects and disseminates statistical and demographic data in anonymous form that doesn't allow for it to be traced back to individual users. Streamcraft is not obligated to immediately delete data regarding closed procedures, but is allowed to keep this data stored.

(2) Streamcraft Technologies saves the connection information in accordance with lawful regulations.

(3) In any and every case, there is no liability for results of force majeure (war, civil disturbance, strike, lockout, fire, flood and other inclement weather as well as electric outage etc.) and for other causes that are not represented by the participating parties.

(4) The participant agrees to supply merely the following information to be listed in the global address book that is available to other users:

- a. First and last name
- b. UserID (for inclusion in the address book)
- c. Preview picture of the participant (if applicable)

6. Term of Contract / Contract Extension

(1) Contracts are closed for a certain period of time designated in the corresponding offer. Contracts are perpetual and extend automatically every month as long as neither party has cancelled the contract at least 1 month in advance.

7. Liability

(1) The contractual or non-contractual liability of Streamcraft as well as its employees and/or its commissaries for the compensation of damages and/or secondary losses exists only when the damages can be traced back to gross negligence or deliberation. Further obligatory liability remains pristine.

(2) Should the user and his/her assistants apply the software or hardware in relation to operation of planes, flight control and supervision, nuclear power plants or other facilities where the (also erroneous) functioning of the software or hardware results in deaths, bodily injuries or fatal or profound property and environmental damages; the user absolves Streamcraft of any and all indemnity claims. This is in effect especially when use is in medical environments. The liability for data loss is limited to the typical recovery expenses that would have applied in the case of regular and danger adequate backup of data.

(3) Without limitation of the aforementioned provisions, the services are not designed or licensed for use in dangerous environments that require flawless, malfunction free control elements. This is true without restrictions, among others, for nuclear facilities, navigation/communication systems for aviation, flight control, weapon systems, life-support systems etc. Without restricting the generality of the previous provision, Streamcraft with the connected to confidence enterprises, contractors, providers, and resellers excludes and suspends warranty and guarantee for suitability for one of the aforementioned purposes.

(4) Streamcraft is not liable for lacking economic success, lost profit, collateral and direct damage caused by loss of data, consequential harm caused by defects, claims of third parties; except in a case of contractual use of the software or services, potential existing rights have been violated. Should the efforts to remediate the violation of extraneous trade mark rights been unsuccessful, the contract can be terminated without prior notice.

(5) Streamcraft is also not liable for misuse, fraud or other trade libel activities of its users and the resulting damages.

8. Maintenance Period

Streamcraft carries out maintenance procedures – as long as it is technically possible – during fixed maintenance periods (daily between 10 pm and 7 am CET). Within this time frame, software and/or hardware updates are carried out that could lead to a temporary break in service. Streamcraft reserves the right to change these maintenance times in case of technical or operational necessity after a reasonable notice. Entitlement to damages caused by the break in service is therefore excluded. Production downtimes in the scope of announced maintenance periods are not considered break in service due to malfunction and do not impair the overall availability.

9. Applicable Law and Place of Jurisdiction

The valid right is that of the Federal Republic of Germany. Exclusive place of jurisdiction for all disputes is the company headquarters of Streamcraft Technologies.

10. Severability Clause

If a clause in the contract is partially or fully ineffective, the rest of the provisions remain in place and fully unaffected. In this case, the parties obligate themselves to replace the invalid clause with a valid provision whose economic scope is the closest possible to that of the void clause.