

Performance Specification "Virtual Conference Room"

1. General

(1) In addition to the general Terms and Conditions (see www.comfidence.de) of Streamcraft Technologies GmbH – from here on referred to as „Streamcraft“ – for the disposition of communication services, applies this performance description of the „Virtual Conference Room“.

(2) Streamcraft Technologies, under the name „**Virtual Conference Room**“ provides for-a-fee audio/video/data services as an Application Service Provider (ASP) 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 agrees to the end user license contract for the use of the required software communication client „**comfidence Business Edition**“. 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 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 are named in an attached individual offer. The performance characteristics for „**virtual conference room**“ service are inferred from the valid performance specification at the time of offer acceptance.

(8) Streamcraft reserves the right to adjust prices. 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 2 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, given 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:

- Virtual Conference Room for up to 10 simultaneous users (dependent on the performance and connection of the participating computers)
- Constant availability of the conference room without previous planning (except for maintenance periods between 10 pm and 7 am CET)
- Conference planning via the comfidence internal conference planning interface
- Server location Germany/USA (depending on customer location)

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 available in the offered conference rooms:

Functionality

A server allows the simultaneous execution of a multipoint conference.

(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 for the moderator designated during conference planning.

Integrated data conference functionality:

- Application Sharing
- Desktop Sharing
- Text Chat

- File Transfer
- easy to use user-oriented interface

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 depending on underlying network conditions

Security

- Simple Firewall integration – no need for a port to be opened for incoming TCP data transfer
- Encryption of all data via SSLv3

3.2. Support

Technical support for audio/video/data conference services via email: Mon - Sun: 9 am – 6 pm CET

3.3. 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.

(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 user 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 97% annual average. The availability does not include the IP-connection between the user and the server since it cannot be influenced by Streamcraft Technologies.

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) All trademarks, service marks, 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

(3) The user is not allowed to:

- a. Use the service in a way that is not regulated by this contract or future additions to it;
- b. Relinquish this contract and the resulting rights in part or in whole;
- c. Venture or allow to reverse-engineer products and especially the software;
- d. Allow third parties to conduct tests without the prior approval of Streamcraft;
- e. 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.

6. 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 notice.

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

(6) 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.

7. 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.

8. 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.

9. 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.