



Digital Content Distribution Services Agreement

Terms and Conditions

This Agreement, entered into this _____ day of _____, 2007 is by and between StreamerNet Corporation ("StreamerNet") and _____ ("Client") provides for the conversion of Client's original source video and audio media to either a digital or physical distributable file format for the purpose of enabling the sale, licensing and other such legally permissible access to certain products in the form of Internet-based online streaming, downloading and/or the physical delivery of such other goods and services to the benefit of authorized customers.

1) **Services:** StreamerNet shall provide to Client a variety of professional services relating to the creation and distribution of Digital Audio/Video Presentations as well as the order origination of such additional hard goods as may be made available to StreamerNet for the purpose of Internet-based commerce. Services will include shopping cart management and reporting of all eCommerce transactions relating to Client's products.

2) **Media Rights:** Client will retain all legal rights to all audio and video presentations and digital data content supplied to StreamerNet under the terms of this Agreement, including but not limited to copyrights therein and the audio/video production output related thereto, as may be made available for public distribution and access in the form of Internet-based distribution.

3) **Content Releases:** StreamerNet is a mere distributor of the digital data anticipated to be made available to authorized customers in accordance with this agreement. Client agrees that it is the legal owner of all content provided herein and has full rights of distribution for same or shall acquire any and all performance releases and distribution agreements with content provider as would normally be required for each and every media distribution process as is anticipated by this agreement.

4) **Lawful Use:** All services provided by StreamerNet shall be used for lawful purposes only. Transmission or storage of any information, data or material in violation of any United States law is prohibited. This includes, but is not limited to: copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret and other statute.

5) **Service Fees:** There is no pre-sales cash outlay, commitment, or financial liability on the part of Client or its participating content providers. To the extent that certain costs will be incurred by StreamerNet in the production and distribution of media and goods as anticipated herein, such costs will be deducted from gross proceeds prior to any distribution of earned funds. All service fees and any special costs will be detailed in Attachment A as part of the financial aspects of this agreement.

6) **Remittance and Reporting for Client:** Sales Reports, Earned Revenue Reports and Revenue Remittance Payments will be generated and disbursed on the fifteenth day of each month. Said reports will indicate the quantity and details of all sales of Physical Goods, online Downloads and/or Streaming Event transactions pertaining to the Client's offerings for the period ending the last day of the prior month.

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7) **Royalties, Licensing Fees:** Any and all royalty payments and any associated licensing fees regarding performance, mechanical, or other reserved rights shall remain the sole responsibility of Client. StreamerNet will set-aside such Royalty and Licensing Fees as may be negotiated between Client and its Performers and/or Publishers or other such Content Owners and will coordinate the remittance of said fees with Client. Client understands and agrees that it shall manage the Licensing and Royalty negotiations and all related submission and remittance documents as are customarily due appropriate licensing authorities in accordance with applicable industry standards and obligations.

8) **Term and Cancellation:** This Agreement shall be in effect for a period of one (1) year from the date herein, and will renew automatically unless terminated by either party. Both Client and StreamerNet shall have the right to terminate service with ninety (90) days notice at any time.

9) **Warranties:** StreamerNet makes no warranties of any kind, whether expressed or implied, for the service it is providing. StreamerNet also disclaims any warranty, express or implied, of merchantability or fitness for a particular purpose. StreamerNet will not be responsible for any damage suffered. This includes loss of data resulting from delays, non deliveries, mis-deliveries, or service interruptions caused by StreamerNet's negligence or the subscriber's errors or omissions.

10) **Interruption of Service:** You hereby acknowledge and agree that StreamerNet will not be liable for any temporary delay, outages or interruptions of the Services, nor shall not be liable for any delay or failure to perform its obligations under this Agreement, whether such delay or failure results from any act of God or other cause beyond its reasonable control (including, without limitation, any mechanical, electronic, communications or third-party supplier failure).

11) **Maintenance:** You hereby acknowledge and agree that StreamerNet reserves the right to temporarily suspend services for the purposes of maintaining, repairing, or upgrading its systems and network. StreamerNet will use best efforts to notify you of pending maintenance, but is not under any obligation to inform you of such maintenance.

12) **Force Majeure:** StreamerNet is excused from any failure or delay in performance of responsibilities otherwise imposed by this Agreement for any cause beyond its reasonable control. Such causes shall include, without limitation, fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, transportation, utilities or necessary supplies, governmental action, computer viruses and incompatible or defective equipment, software or services not supplied by StreamerNet. Nothing herein enlarges any warranty or diminishes any disclaimer provided in Section 9 ("Warranties").

13) **Limitation of Liabilities:** The following provisions are a material condition of this Agreement and reflect a fair allocation of risk: a) STREAMERNET IS NOT LIABLE FOR ANY AMOUNT EXCEEDING THE PRICE PAID BY CLIENT FOR SERVICES HEREUNDER DURING THE ONE (1) MONTH PRECEDING THE EVENT GIVING RISE TO ANY CLAIM. IN NO EVENT SHALL STREAMERNET BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFITS, LOST DATA, BUSINESS INTERRUPTION OR ATTORNEYS FEES) EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY.

14) **Disputes, Choice of Law:** Except actions for certain injunctive relief which may be brought in a court of competent jurisdiction at any time, the parties agree that all disputes shall be submitted to a single arbitrator for binding arbitration under proceedings conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award of the arbitrator shall be limited to remedies otherwise available in court and shall include a written explanation of the decision. The disputants shall equally share in the costs incurred by invoking the arbitration process. This agreement shall be governed by and construed in accordance with the substantive laws of the United States and the Commonwealth of Virginia and any action shall be initiated and maintained in a forum of competent jurisdiction in the Commonwealth of Virginia.

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15) **Notices:** All notices given hereunder must be in writing and transmitted by E-mail, Fax, US Mail, or special courier service. Relative to StreamerNet, send email to "sales@streamernet.com" or deliver to StreamerNet Corporation, 38782 Mt. Gilead Road, Leesburg, VA 20175. For Client, notices to be delivered to Contact as given in the signature section of this agreement.

16) **Miscellaneous:** This document along with Attachment A is the entire Agreement between the parties. This Agreement supersedes all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. This Agreement may be modified or amended only by a writing signed by the parties hereto. Any provision hereof found to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Headings are for reference purposes only and have no substantive effect. Each party is an independent contractor in relation to the other party with respect to all matters arising under this Agreement. Use of StreamerNet's services constitutes acceptance of this Agreement. All other terms shall be negotiated in good faith.

CLIENT

STREAMERNET CORPORATION

By: _____

By: _____

Printed:

Printed: William R. Hornbeck

Title: _____

Title: President/CEO

Date: _____

Date: _____

Contact: _____

Tel: _____

Mobile: _____

Email: _____

Address: _____

City/State/Zip: _____

ATTACHMENT A

Services and Fees

(A) Conversion and Delivery of Media

Client will deliver the original source media to StreamerNet. Said source media shall be in the form of DVD disc or original uncompressed media files.

StreamerNet will incur all standard and reasonable expenses relating to the conversion of said media to applicable compressed file formats. If certain conditions arise that prevent or hinder the standard and reasonable processes involved in such media file conversion, then the Parties will negotiate a task reassignment or financial settlement relating to the performance of the duties involved in the successful conversion outcome. If a successful outcome cannot be negotiated, then either Party will have the right to withdraw from the task without financial obligation and without penalty.

(B) For OnDemand Sales and Distribution

- Fees for Downloads and OnDemand Delivery – 35% of each transaction

(C) For Live Video Webcasts

- if StreamerNet Crew manages Onsite Live Video Production: Negotiable
- if Promoter Crew manages Onsite Live Video Production: Negotiable
- plus V*TICKET Revenue share: 50% of each eCommerce transaction

(D) For Live Audio Webcasts

- if StreamerNet Crew manages Onsite Live Audio Production: Negotiable
- if Promoter Crew manages Onsite Live Audio Production: Negotiable
- Streaming Audio Charge: \$35 per 100 listeners
- plus V*TICKET Revenue share: 50% of each eCommerce transaction

(E) For Sale of Hard Goods

Client may request that StreamerNet originate online eCommerce credit card sales for such hard good products as may be made a part of this Agreement and which are fulfilled entirely by Client. StreamerNet will complete the online order and credit card transaction and generate a daily report that incorporates all appropriate details relating to each order. Client will ship products to end customer per each transaction.

Fees for Online Order Origination and Reporting - 5% of each transaction

Order Origination and Fulfillment of Hard Goods - Client may request that StreamerNet originate online eCommerce transactions and manage the order handling and shipment thereof.

Fees for both Online Order Origination and Fulfillment – To be negotiated

/end

initial: _____