

eStreamingMedia, a division of eCollaboration Corp ("Company")
Standard Terms and Conditions

The following Standard Terms and Conditions are an integral part of the Company's Agreement for Application Access, Products and Services (the "Agreement") and are incorporated by reference in each Agreement:

1. **Term.** The Agreement shall continue in effect until terminated by either party by not less than ninety (90) days written notice to the other. Either party may also terminate the Agreement at any time in the event of a material default by the other party, which includes any payment default by Customer. Upon termination, Customer is still obligated for all fees accrued through the date of termination, and Customer will cease using Company's Services, and will return all software, materials, instructions and passwords relating to the Services. The parties' obligations in the section hereof titled "Confidentiality" will also survive a termination of the Agreement.

3. **Support Services.** Telephone support to be supplied by Company to Customer is limited to the commercially reasonable efforts of its employees under the circumstances. Company support does not apply to any third party products. Any support for third party products or services which Company expressly agrees to provide will be billed at Company's published rates for such services in effect from time-to-time.

4. **Legal Use.** Customer may only use the Services for lawful purposes, and may not use the Services for any unlawful or pornographic purpose.

5. **Ownership.** Company retains exclusive ownership of its products and software, including any derivative works or customization performed for Customer. Customer obtains no ownership or proprietary interest in Company's software by virtue of this Agreement.

6. **Non-Exclusivity.** Customer is not acquiring any exclusive rights to the Products or Services. Customer acknowledges that Company is in the business of providing Software and Services to its customers, which might include competitors of Customer.

7. **Confidentiality.** Both parties agree to use their reasonable best efforts to protect the confidentiality of all information regarding the other party, which includes information regarding Company's technology and any of Customer's information disclosed through the Company's web site. Customer agrees not to attempt to copy Company's technology or use the same for its own purposes without the consent of Company.

8. **Infringement.** Company warrants that it has good title to its software and that Customer's use of such software will not infringe on the legal rights of any third party. Company agrees to indemnify and hold harmless Customer against any and all damages, including reasonable attorneys fees, incurred by Customer as a result of a breach of this warranty.

9. **Customer's Customers.** In the event that Customer is re-selling Company's Services to Customer's customers or providing the Services to its employees or others, Customer agrees to indemnify and hold harmless Company against any claims or damages, including reasonable attorneys fees, of such end-users of the Services, and Customer shall be responsible to have its end-users comply with the provisions of these Standard Terms and Conditions.

10. **Right to Change Pricing.** Company may modify its fees and procedures for its Products and Services at any time and times, except that any increase in any fee will not be effective until ninety (90) days after written notice thereof to Customer. In such event, Customer may terminate this Agreement by written notice to Company during such thirty-day period.

11. **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.** BECAUSE OF THE COMPLEX NATURE OF THE TECHNOLOGY USED BY COMPANY, COMPANY CANNOT WARRANT THAT ITS SERVICES WILL BE FREE FROM DEFECTS OR THAT ITS SERVICES WILL ALWAYS BE AVAILABLE AND OPERATIONAL. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, COMPANY DISCLAIMS ALL WARRANTIES OF PERFORMANCE, QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR ANCILLARY DAMAGES OF ANY SORT, INCLUDING LOST PROFITS. IN NO EVENT SHALL COMPANY'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT OF FEES PAID BY CUSTOMER TO COMPANY IN THE PREVIOUS SIX MONTHS.

12. **Payment Default.** In the event that Customer becomes delinquent on the payment of any fees owed to Company hereunder, interest on the delinquent payment will be payable by Customer at the rate of eighteen percent (18%) per annum, and Customer shall reimburse Company for any collection costs, including reasonable attorneys fees, incurred by Company.

13. **Governing Law; Jurisdiction.** The Agreement shall be interpreted under and governed by the laws of the State of Maryland and where not inconsistent the laws of the United States of America. The parties consent to the exclusive jurisdiction of the Maryland federal and state courts as the exclusive forum for any dispute arising under the Agreement.

14. **Miscellaneous.** The Agreement represents the entire agreement between the parties regarding the subject matter thereof, supercedes any prior written or oral agreements, and may not be modified or amended without a written agreement signed by both parties. The Agreement will be binding on the parties and their respective successors and assigns. The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same document. No failure or delay by Company to enforce any of its rights under the Agreement shall be treated as a waiver of such rights.