



TERMS & CONDITIONS

The following VISTA Satellite Communications, Inc. dba VISTA Worldlink ("VISTA") Terms & Conditions apply to bookings of satellite capacity, transmission, production, internet broadcasting, archival services and any other services provided by VISTA (collectively, the "VISTA Services").

These Terms & Conditions reflect those most frequently used by VISTA and additional terms and conditions may be applicable in certain circumstances.

VISTA retains the right to change or modify any or all of these Terms & Conditions at any time in its sole discretion. VISTA's customers ("Customer(s)") should inquire if these Terms & Conditions are still applicable at the time of the booking.

In addition, if the owner or other provider of capacity or services to VISTA (a "Provider") has more restrictive conditions, the Provider's standard will apply. Please contact VISTA to confirm which standards apply at the time of the booking.

1. GENERAL -- IMPORTANT INFORMATION FOR CUSTOMERS

In addition to the Terms & Conditions noted above, Customer should be aware that Providers impose, both by contract and operating rules, a significant body of terms and conditions on users of their equipment and services, which apply to VISTA and Customer. VISTA's obligations to a Customer will not exceed the corresponding obligations of the Provider to VISTA. Accordingly, VISTA cannot be responsible for any service disruptions or attendant damages that result from implementation of the relevant Provider's rules. Similarly, in situations where the Provider is by contract or rule absolved from responsibility or damages, VISTA will not be responsible for any disruption or attendant damages that result from any action or inaction of a Provider or from equipment failures. Many of the Providers' contract provisions and rules are well known throughout the industry, and it is Customer's responsibility to inquire and be informed of all such provisions and rules. Should the Customer require additional information about such rules and provisions, VISTA will direct the Customer to websites and links.



The summary provided in these Terms & Conditions is for Customer's convenience and should not be relied on as being all-inclusive with respect to Customer's booking of any VISTA Services. VISTA will respond to specific questions from Customers with respect to terms and conditions applicable to particular services.

2. REQUIREMENTS OF LAW & USE RESTRICTIONS

Customers shall observe and comply with all present and future laws, ordinances, requirements, orders, directions, rules and regulations of the federal, state, county and municipal governments and of all other governmental entities having or claiming authority over or the right to regulate services booked. The foregoing applies to, but is not limited to, compliance with the provisions of the Fair Labor Standards Act and all laws regarding discrimination in employment. Customer represents and warrants to VISTA that Customer has and shall continue to have all necessary contractual rights to comply with the provisions presented in this arrangement.

While most Providers allow most content, transmission of certain content is either prohibited or subject to restrictions by certain Providers. Customer shall comply with the usage policy of VISTA, the relevant Provider and all applicable laws and regulations.

3. OUTAGE / INTERRUPTION CREDITS; FORCE MAJEURE

If there is an outage or service interruption (an "Outage") during a Customer's service, Customer may be entitled an "Outage Credit" based on the policy of the relevant Provider. Customer should be aware that the standards for what constitutes an Outage giving rise to an Outage Credit vary among providers. The Outage Credit, if any, given to a Customer will use the same formula as used by the relevant Provider and will only be given if and to the extent VISTA receives a similar credit for such outage.

VISTA shall not be liable for any failure of performance due to causes beyond its commercially reasonable control, including, but not limited to, equipment failure, sun outages, externally caused interference, irreparable component failure, fires, strikes, labor unrest, embargoes, civil commotion, rationing or other order or requirements, acts of civil or military authorities, Acts of God, the unavailability to VISTA of the facilities or services used to provide the Service, or other contingencies beyond the commercially reasonable control of VISTA.



Customer's obligations with respect to the VISTA Services will not terminate because of an Act of God, the preemption of time, or any other reason, whether or not beyond the control of the Customer.

4. DISCLAIMER OF WARRANTIES

Except as may be specified in these Terms & Conditions, VISTA makes no warranties, express, implied or statutory, of any kind or description whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose is made by VISTA with respect to any VISTA Service.

5. INDEPENDENT CONTRACTORS

Customer and VISTA are independent contractors with respect to each other, and nothing in the relationship between them relating to the VISTA Services or in these Terms & Conditions shall create any association, partnership, joint venture or agency relationship between them.

Furthermore, nothing in such relationship or these Terms & Conditions gives the Customer any ownership or equity rights in any asset or contract right owned or held by VISTA.

6. GOVERNING LAW AND VENUE; WAIVER OF JURY TRIAL.

The arrangements relating to the VISTA Services, including the application of these Terms & Conditions, shall be governed, construed and enforced by and under the laws of the State of Florida, excluding its conflicts of law rules. Should it be necessary to file a lawsuit to enforce the terms of this agreement, or which relates to or concerns the arrangements for the VISTA Services, or the rights or obligations of VISTA or the Customer or User relating to the VISTA Services, including, but not limited to, those provided in these Terms & Conditions and, where relevant, any access or use of VISTA's website, venue and jurisdiction shall be restricted exclusively to the Florida state court system in Broward County, Florida, and the Customer or any other such user hereby submits to the personal jurisdiction of such courts and waives to the fullest extent possible any claim that such forum is inconvenient.



THE CUSTOMER OR ANY OTHER SUCH USER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING FROM OR RELATING TO THESE TERMS AND CONDITIONS OR TO THE VISTA SERVICES CONTEMPLATED HEREBY

7. CONFIDENTIALITY

Customer agrees to treat as confidential information (i) the economic terms of the VISTA Services ordered by Customer and (ii) the identity of VISTA's Providers and other suppliers. Customer agrees to maintain the confidentiality of such information, unless it obtains the written consent of VISTA prior to the disclosure of such information. Such confidentiality shall remain in effect for the period commencing on the date it is disclosed to or learned by Customer and continuing until the third anniversary of the later of the date of such disclosure or the date of the last VISTA Services provided to Customer. Customer acknowledges that VISTA is entitled to seek a remedy for a breach or anticipated breach of these provisions by means of an injunction or other equitable relief, in addition to any other remedy available at law.

8. ASSIGNMENT

Customer's rights and obligations with respect to VISTA Services are not assignable by Customer without the prior written consent of VISTA, which consent is in VISTA's sole discretion.

9. LIMITED LIABILITY OF VISTA

VISTA shall not be liable under any circumstances for any direct or indirect lost profits or other incidental, special, punitive, consequential or similar damages incurred by Customer (collectively, "consequential damages"), whether or not VISTA has been advised of the possibility of such damages by Customer. The term "consequential damages" includes, but is not limited to, cost of substitute services or facilities, loss of actual or anticipated revenues or profits, loss of business, customers or good will, downtime costs or damages and expenses arising out of third party claims.



10. CUSTOMER REPRESENTATIONS AND INDEMNIFICATION

Customer acknowledges that, as between Customer and VISTA, Customer is the party solely responsible for the content of the material as to which the VISTA Services apply.

Customer represents and warrants, that (i) Customer has the full legal right to transmit all material, including all video, audio and text material, as to which the VISTA Services apply, and (ii) such transmission or use does not infringe any third party's rights (including, but not limited to, intellectual property rights), does not violate or breach the laws and regulations of any jurisdiction and does not give rise to a claim or defamation by any third party (all such representations and warranties are referred to as the "Right to Use Warranties").

Customer agrees to indemnify and hold VISTA and each of its officers, directors, shareholders and representatives (each, including VISTA, a "VISTA Indemnatee") harmless from and against any damage, loss, or expense of any kind (including attorneys' fees and disbursements) incurred or accrued by such VISTA Indemnatee in connection with a claim or proceeding made or brought against such VISTA Indemnatee relating to or arising under the arrangements for the VISTA Services, whether on account of any mechanical defects of its production and broadcasting facilities or VISTA's inability to otherwise furnish the VISTA Services or a claim alleging facts which are inconsistent with the Customer's representations and warranties to VISTA (including but not limited to, the Right to Use Warranties). Customer shall indemnify VISTA for any claims made by any third party relating to or arising with respect to the arrangements or the provision of the VISTA Services, including but not limited to VISTA's inability to furnish the VISTA Services.

11. PAYMENTS & OBLIGATIONS

Unless other prior credit arrangements are made, payment is due prior to the service date.

All new customers are required to pre-pay for services until credit is established. VISTA accepts the following payment methods: checks, wire transfers, money orders, or credit cards. Payment must be received and cleared prior to firm booking any service. All credit card payments will be subject to a 3% convenience fee; that fee will be added to the VISTA Service fees and should be paid by Customer, if using this payment method, at the time of the payment of the VISTA Service fees.



ALL applicants requesting credit with VISTA must fill out and sign the New Customer and Credit Applications (located on the Company's website). Please allow 12 business days for references and banking officers to respond before credit allowance is extended. Credit will be issued, in VISTA's discretion, after VISTA's review of the Customer's submission of the relevant complete New Customer and Credit applications.

Once credit is issued, payments will be due upon receipt of invoice. Late payments beyond 30 days will be subject to a late payment fee of 1.5% per month.

From time to time VISTA may request credit Customers to update their credit information or ask for additional information when new service requests differ significantly from a Customer's normal usage. In addition, depending on the magnitude of a service, VISTA may request a deposit or payment in full from credit customers. Arrangements for such payments will be made at the time of the firm order.

12. ADDITIONAL TERMS AND CONDITIONS FOR SPECIFIC TYPES OF VISTA SERVICES

Depending on the specific type of VISTA Services being arranged for, in addition to the foregoing Terms & Conditions, additional Terms & Conditions may apply.

Customers should review, as may be applicable, the following Additional Terms & Conditions Applicable to...

- Satellite Capacity & Transmission Services
- Internet Broadcasting Services
- Production Services
- Archival Services



ADDITIONAL TERMS & CONDITIONS APPLICABLE TO SATELLITE CAPACITY & TRANSMISSION SERVICES

Note: The VISTA Services referred to in this section are referred to as “VISTA Transmission Services.” The terms of the general Terms & Conditions, applicable to VISTA Services, apply to VISTA Transmission Services as well.

For the purposes of these Terms & Conditions satellite capacity and transmission services (“VISTA Transmission Services”) will include:

- a) Space segment
- b) Teleport services
- c) Mobile uplink services
- d) Fiber services

1. USAGE

The minimum usage period varies for the VISTA Transmission Services listed above.

- a) Space segment –15 minutes
- b) Teleport services – 15 minutes
- c) Mobile uplink services – per day
- d) Fiber services – 15 minutes

For all other VISTA Services, the minimum usage period will vary according to the type of event. Contact VISTA to confirm which standards apply.

Customer’s use of these services does not convey any title of any kind with respect to the specific asset to the Customer.

2. INQUIRIES

The Customer may contact VISTA via telephone or via email to request a service and/or make an “Inquiry”.



Inquiries are held open until one of the following events occurs:

1. Customer converts the Inquiry to a firm order; or
2. An Inquiry is "Challenged" (see Item #5 below); or
3. If not confirmed, service will automatically drop or be released 72 hours prior to the scheduled service date

3. APPROXIMATE OUTS & GOODNIGHTS

VISTA allows Approximate Out times ("Approx Out") on VISTA Transmission services booked by its Customers for services that exceed 60 minutes in length.

When booking VISTA Transmission Services in excess of 60 minutes, a Customer may reserve a block of time of either 15 or 30 minutes immediately following the service term (the "Approx-Out Option"). If the service is terminated within the service term, no charge shall be made for the Approx-Out Option. If the service uses any portion of the Approx-Out Option period, the Customer shall be charged for the entire Approx-Out Option period in accordance with the Rate Card. (For example, if a thirty-minute approx out is ordered and only 10 minutes is used, a full thirty-minute time period will be charged.)

All Approx-Outs must be "Goodnighted" in real time with *both* the relevant carrier and vendor, as applicable, and with VISTA immediately when service is completed. To "Goodnight" with VISTA, leave a voicemail at 954-838-0900 (Option #3), and include:

1. Your name and company
2. Date of service and time of goodnight
3. Satellite, transponder and/or transmission service used
4. Who took your goodnight at the carrier

The Goodnight registered with the carrier or vendor establishes the time that will be invoiced. Failure to goodnight an "Approx-Out" to the carrier/vendor and VISTA immediately upon the completion of service will result in imposition of full charges for the approximate time without regard to the actual time used.

VISTA will Goodnight **all** transmission services and space segment when both satellite and transmissions services are booked by VISTA and only when Customer calls in Goodnights in real time.



4. CANCELLATIONS

All firm orders cancelled at least 14 days prior to the scheduled date are not subject to a penalty or charge, unless:

- a) The service was confirmed after being Challenged (See Item #5 below); or
- b) The service was acquired by Challenge (See Item #5 below); or
- c) The services provided by VISTA were recurring services contemplated by a specifically negotiated contract between the Customer and VISTA; or
- d) The Customer and VISTA engage in a separate written contract that overrides the stipulations of these Terms & Conditions.

If the cancellation by the Customer is not made at least 14 days prior to the event, or in any of the situations identified in (a), (b), (c) or (d) in the prior paragraph, the Customer will be responsible for 100% of the charges which would have been incurred had the event not been cancelled.

In addition to the above, if the relevant Provider has more restrictive cancellation provisions, the Provider's standards will apply. Contact VISTA to confirm which standards apply.

5. CHALLENGES

If another potential Customer "Challenges" a service, VISTA will notify the Customer holding an Inquiry. The Customer must advise VISTA within 24 hours of that notice that the Customer is confirming the Inquiry, which makes it into a binding commitment by the Customer. If the Customer does not confirm within that time or if the Customer specifies that it is releasing its Inquiry, the Inquiry will be considered released.

If the original Customer's Inquiry is released, the Customer who made the Challenge will be considered to have made a binding commitment with respect to that service. Any change or cancellation of the services will be treated as a cancellation subject to 100% charge to the Customer.



6. TEST TIME

All Test Time is the responsibility of the Customer and will be charged at the same rate as the program time. VISTA strongly suggests that all services have a requisite amount of Test Time to ensure that all transmissions are satisfactorily coordinated. VISTA will not be responsible for transmission services that are not booked with the requisite amount of Test Time. VISTA will advise Customer at time of booking the amount of Test Time that is required.

7. PREEMPTION

All VISTA Transmission Services are subject to immediate preemption in the case of technical failure or force majeure. Additionally, VISTA and its customers are governed by the policies of the relevant Provider and by other contractual commitments that may be in place when a Customer commits to service. VISTA makes reasonable business efforts to avoid preempting services to its Customers; nonetheless, it retains the right to do so based on the Provider's policies or other contractual commitments. All Customers are urged to discuss the specific preemption policy when calling VISTA with an Inquiry or Challenge or when making a firm commitment.



ADDITIONAL TERMS & CONDITIONS APPLICABLE TO INTERNET BROADCASTING SERVICES

Note: The VISTA Services referred to in this section are referred to as “VISTA Internet Broadcast Services.” The terms of the general Terms & Conditions, applicable to VISTA Services, apply to VISTA Internet Broadcast Services as well.

For the purposes of these Terms & Conditions internet broadcasting services (“VISTA Internet Broadcast Services”) will include:

- a) File Transfer Protocol (FTP) – per event
- b) Video Over Internet Protocol
- c) Streaming

1. USAGE

The minimum usage period for any Internet Broadcast Service is 30-minute increments. For all other VISTA services, the minimum usage period will vary according to the type of event. Contact VISTA to confirm which standards apply.

2. INQUIRIES

For VISTA Internet Broadcast Service, the Customer may contact VISTA via telephone, email or in writing to request a booking and/or make an “Inquiry”.

Inquiries must be confirmed by the Customer as binding at least 72 hours prior to the beginning of the scheduled service. If the Customer does not confirm within 72 hours, VISTA reserves the right to cancel the Inquiry.

Inquiries are held open until one of the following events occurs:

- a) Customer converts the Inquiry to a firm order
- b) Customer releases the inquired service



3. CANCELLATIONS

All firm orders cancelled at least 14 days prior to the scheduled date are not subject to a penalty or charge.

If the cancellation by the Customer is not made at least 14 days prior to the event, the Customer will be responsible for 100% of the charges which would have been incurred had the event not been cancelled. In addition to the above, if the relevant third party service Provider has more restrictive cancellation provisions, the Provider's standards will apply. Contact VISTA to confirm which standards apply.

4. TEST TIME

All Test Time is the responsibility of the Customer and will be charged at the same rate as the program time. VISTA strongly suggests that all VISTA Internet Broadcast Services have a requisite amount of Test Time to ensure that all transmissions are satisfactorily coordinated. VISTA will not be responsible for services that are not booked with the requisite amount of Test Time. VISTA will advise Customer at time of booking the amount of Test Time that is required

VISTA strongly suggests that all LIVE events have a minimum of one hour of test time prior to the live broadcast to fax out the transmission routing. Test time will ensure the success of all transmissions and is the responsibility of the client to schedule.

VISTA will not be responsible for the success of any live event without a minimum one-hour test period prior to the program start time.

5. BANDWIDTH

VISTA will not be responsible for the success of any event without the Customer adhering to the following requirements:

- a) A hard-wired Internet connection (Wi-Fi is not acceptable for the transmission of internet broadcasts)



b) If you are not broadcasting from VISTA's facility, a minimum of 2.5 times the bandwidth of your top "Stream" is required. (For example if your top stream is 750 Kbps then the minimum requirement would be 1.8 Mbps.)

VISTA recommends that all end users utilize the most updated web browser on a machine that has sufficient CPU, RAM and a hard-wired Internet connection. It is solely the responsibility of the Customer to verify this information.



ADDITIONAL TERMS & CONDITIONS APPLICABLE TO PRODUCTION SERVICES

Note: The VISTA Services referred to in this section are referred to as "VISTA Production Services." The terms of the general Terms & Conditions, applicable to VISTA Services, apply to VISTA Production Services as well.

1. PRICING AND ADD-ONS

If services are furnished by VISTA in addition to those set forth in the original parameters of any event, Customer agrees to compensate VISTA for such additional services at the standard rates charged by VISTA for such services at the time such services are performed.

2. PRODUCTION AND BROADCASTING FACILITIES

(a) Customer shall be responsible for any theft, damage or loss to the Production and Broadcasting Facilities supplied by VISTA, or damage caused by the use of the Production and Broadcasting Facilities ("Facilities"), while such Facilities are resident at the site. Customer agrees that because of the sensitive nature of the Facilities, Customer will ensure that no foods, beverages, or smoking materials are consumed or used in and around the Facilities.

(b) VISTA agrees to furnish Facilities capable of producing signals of broadcast quality consistent with standards recognized in the telecommunications industry, at the time such Facilities arrive at the site. For any failure of the Facilities during an event due to an Act of God, VISTA agrees to credit Customer for that portion of the VISTA Production Services unperformed due to such failure. This shall constitute Customer's sole and exclusive remedy for any damage, loss, or other claims arising from, related to, or otherwise based upon the VISTA Production Services to be performed.

(c) Customer agrees to obtain and maintain, at Customer's own expense, general comprehensive liability insurance (at a minimum, in the amount of one million dollars (\$1,000,000) per occurrence, five million dollars (\$5,000,000) annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses, including but not limited to outside attorneys' fees relating to personal injury, death, and other related harm that arises out of the services rendered



pursuant to the terms of this Agreement and Worker's Compensation insurance with minimum limits equal to the statutory requirements for all states of operation hereunder, including employer's liability with limits of not less than \$100,000. All such insurance should be maintained during the period during which the VISTA Production Services are being provided and allow for claims to be made thereunder through the end of the statute of limitations period for the relevant type of claim.

5. TITLE

The production and all parts thereof, except as otherwise set forth in the terms of a written agreement for the relevant VISTA Production Services, if any, shall belong to Customer for all purposes whatsoever, and the right to revise or use the production in any way, at any time, and in any place throughout the world, including the right to copyright the production in the name of Customer or its designees).

Customer is referred to the terms of the general Terms & Conditions with respect to the representations, warranties and indemnities provided by the Customer.

6. CANCELLATION TERMS

Customer may cancel without penalty 30 days prior to the initial scheduled event date.