



MASTER PRODUCTS AND SERVICES AGREEMENT

_____ (“Customer”), a _____ (entity type) in the State of _____.

*These General Terms and Conditions together with all Order Form(s), Supplements and other addenda and service-specific terms and conditions attached hereto from time to time constitute the **Master Products and Services Agreement** (“Agreement”) which is effective as of _____ (“Effective Date”) (the date of execution by both parties below) by and between **StreamGuys, Inc. d/b/a/ StreamGuys** (“SG” or “StreamGuys”), a California corporation, and Customer. SG and Customer are collectively referred to as the “Parties” or individually as a “Party”.*

1. DEFINITIONS

- “*Acceptable Use Policy*” – SG’s guidelines for acceptable uses of SG’s service, set forth on the SG Website and updated from time to time.
- “*Anti-SPAM Policy*” – SG’s policy on SPAM generated thru the use of SG’s Products or Services, set forth on the SG Website and updated from time to time.
- “*Commencement Date*” - the date upon which SG provisions an ordered Product or Service as more fully described in the relevant Order Form.
- “*Customer Location*” - a location designated in an Order Form for connection to the SG Network, if outside a Datacenter Facility.
- “*Datacenter Facility*” – A location where SG maintains a presence for the physical housing of computer and/or network equipment.
- “*Online/Phone Order*” – any order for Products or Services placed by telephone or email to SG which requires only verbal/written consent, and accepted by SG.
- “*Order Form*” - any mutually executed sales order (“Sales Order”), schedule (“Schedule”), or statement of work (“Statement of Work”) to these General Terms and Conditions and respective service-specific terms and conditions, detailing the Products or Services, the Term, Customer charges, the estimated Commencement Date and any other relevant terms agreed upon by the Parties.
- “*Products or Services*” - the products or services provided by SG (including, without limitation, co-location, bandwidth, managed services including remote hands, computer hardware, and hosting) to Customer.
- “*SG Network*” - collectively, the fiber optic network, system capacity and related facilities (including, without limitation, routers, switches and communication channels) owned or controlled by SG.
- “*SG Website*” –SG’s company website, published at <http://www.StreamGuys.com>.
- “*Service Level Agreement*” – a set of terms and performance guarantees which apply to specific services provided by SG to Customer, contained in a Supplement (defined below).
- “*Supplement*” – a set of terms and conditions specific to certain services provided by SG which govern Customer’s use of Products or Services.
- “*Term*” - the period of time in which SG provides Products or Services to Customer pursuant to an Order Form.

2. STRUCTURE OF AGREEMENT

2.1. **Order Forms.** From time to time, the Parties will execute one or more Order Forms for SG to provide Products or Services, each of which shall be governed by, and automatically incorporated by reference into, this Agreement and shall be subject to these General Terms and Conditions.

2.2. **Supplements.** SG may provide Supplements which contain supplemental terms and conditions specific to certain services provided by SG to Customer which include any Service Level Agreement applicable to the services described therein. Any Supplement, when executed by the Parties, shall be governed by, and automatically incorporated by reference into, this Agreement and shall be subject to these General Terms and Conditions.

3. INVOICING AND PAYMENT

3.1. If a non-recurring installation charge or setup fee (“Installation Charge”) is specified in an Order Form, SG will invoice Customer for and Customer will pay such Installation Charge upon the effective date of the Order Form (“Order Form Effective Date”). If the Installation Charge is “estimated”, Customer shall pay an initial amount, as specified on such Order Form, on the Order Form Effective Date and the remaining balance of the “actual” Installation Charge upon the Commencement Date. The balance of the actual Installation Charge will be invoiced by SG and paid by Customer within thirty (30) days of such invoice.

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3.2. If a recurring charge ("Recurring Charge") (e.g. Monthly Charge, Quarterly Charge, Annual Charge, etc.) is specified in an Order Form, SG will invoice Customer for and Customer will pay Recurring Charge in advance for each period and within thirty (30) days from the date of such invoice. SG will begin to invoice the Recurring Charge on the Commencement Date. Invoices for partial months will be pro-rated.

3.3. If a prepayment ("Prepayment") is specified in an Order Form, SG will invoice Customer for and Customer will pay such Prepayment upon the Order Form Effective Date. If a Prepayment is for a portion of a Term, the amount of such Prepayment will be applied as a credit to the final Recurring Charges at the end of such Term.

3.4. If an operation and maintenance charge ("O&M Charge") is specified in an Order Form, SG will invoice Customer for and Customer will pay such O&M Charge beginning on the Commencement Date in advance of each month during the Term and within thirty (30) days from the date of such invoice.

3.5. If applicable, SG will invoice Customer and Customer will pay such invoices for any additional charges for Products or Services which are more fully described in the respective Order Form.

3.6. All invoices must be paid in accordance with their terms without setoff or deduction, and late payments will accrue interest on the unpaid sum as of the date of the invoice at the lesser of (i) the highest legal rate of interest permitted in the state of California or (ii) one and one-half percent (1.5%) per month. SG may apply any payments received by SG to any one of Customer's then outstanding charges.

3.7. Unless otherwise specified, all payments must be made by Customer to SG in United States of America dollars.

3.8. For Services ordered through Sales Orders, the initial rates and fees for such Services will be listed on the Sales Orders. In the event that Customer places an order for Services from SG using a method acceptable to SG other than a Sales Order, including the SG Website or Support Ticketing System, the initial rates and fees for such Services will be SG's then-current list price for such Services. The rates and fees for Services ordered by Customer on an Order Form or Online/Phone Order will remain in effect for one year from the date of the Order. Thereafter, rates and fees will be subject to change, at SG's reasonable discretion, upon sixty (60) days' prior written notice. Notwithstanding the foregoing, there are no restrictions on SG's right to modify its rates and fees for Services as to Orders not in effect prior to such changes.

3.9. If Customer wishes to dispute any charge billed to Customer by SG (a "Disputed Amount"), Customer must submit a good faith claim regarding the Disputed Amount with documentation as may reasonably be required to support the claim within ninety (90) days of receipt of the initial invoice sent by SG regarding the Disputed Amount. If Customer does not submit a documented claim within ninety (90) days of receipt of the initial invoice sent by SG regarding such Disputed Amount, notwithstanding anything in this Agreement to the contrary, Customer waives all rights to dispute such Disputed Amount and Customer waives all rights to file a claim thereafter of any kind relating to such Disputed Amount (and Customer also waives all rights to otherwise claim that it does not owe such Disputed Amount or to seek any set-offs or reimbursements or other amounts of any kind based upon or relating to such Disputed Amount).

4. APPLICABLE TAXES

Each Party is fully responsible for the payment of any and all taxes required by law to be paid by that Party. Customer will pay all taxes, governmental fees, and third-party charges related to the ownership and operation of Customer's Equipment and the activities of Customer at each Datacenter Facility. Without limiting the foregoing, Customer is responsible for timely paying in full all sales, use, transfer, privilege, excise, and all other taxes and duties, whether international, national, state or local, however designated, now in force or enacted in the future, which are levied or imposed by reason of the performance by SG or Customer under this Agreement or by Customer with respect to its operations and use of the Datacenter Facility and Customer's Equipment, including any leasehold/license pass thru items, if any ("Taxes"); but the term "Taxes" will exclude income taxes on SG's profits which may be levied against SG. The rates and fees on an Order Form (as well as the list prices for the Online/Phone Orders) are exclusive of the Taxes, which Customer will also be responsible for paying at the same time it pays the amounts listed on the Orders. Any applicable Taxes that SG must collect and remit which must be paid directly to SG will be stated separately on each invoice. In addition, Customer's Equipment will not be construed to be fixtures, and Customer is responsible for preparing and filing any necessary return with, and paying any and all Taxes separately levied or assessed against Customer's equipment to any governmental, quasi-governmental or tax authorities by the date such payments are due.

5. TERM OF AGREEMENT AND TERMINATION

5.1. This Agreement commences on the Effective Date and continues through the latest expiration of all Order Form Term(s) subject to this Agreement, unless earlier terminated as provided herein.

5.2. The Term for each Order Form shall begin on the Commencement Date of the related Product or Service and shall remain in effect until the expiration of the period so specified. Upon the expiration of a

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Term set forth on an Order Form, such Order Form will renew for successive twelve (12) month terms unless written notice of non-renewal is provided by either Party upon at least ninety (90) days prior written notice.

5.3. Notwithstanding anything in this Section 5 to the contrary, each Order Form which contains a one (1) month Term shall renew for consecutive one (1) month Terms, unless written notice of non-renewal is provided by either Party, upon at least thirty (30) days prior written notice.

5.4. SG may terminate this Agreement as to any affected co-location services if any portion of the Datacenter Facility in which the affected co-location services are located becomes subject to a condemnation proceeding or is condemned, SG's possession is otherwise terminated or abated, or SG cannot provide Customer with the access to the affected Datacenter Facility as contemplated herein for a period exceeding thirty (30) days.

6. DEFAULT

Events of Default: The occurrence of any of the events listed below shall be considered an event of default, which gives the non-defaulting Party the right to terminate the Agreement or affected Order Form(s) by written notice following the expiration of any stated cure periods and pursue its remedies under the Agreement:

- *Customer fails to fully pay any of the payments (including Early Termination Charges) required hereunder within five (5) days after receipt of written notice of such failure;*
- *Except as provided in clause (a), above, the breach of any material term or condition of this Agreement (including Order Forms or Supplements) and such breach remains uncured thirty (30) days after delivery to the breaching Party of written notice of such breach. If the breach is of a nature or involves circumstances reasonably requiring more than thirty (30) days to cure, the time period may be extended provided the breaching Party proceeds diligently to cure the breach;*
- *The application for or consent to the appointment of a receiver, trustee or similar officer for it or any substantial part of its property or assets, or any such appointment is made without such application or consent by such Party and remains undischarged for a period of sixty (60) days;*
- *The filing of a petition in bankruptcy or a general assignment for the benefit of creditors;*
- *Customer defaults under the terms of any other agreement, Supplement or Order Form between the parties whether such other agreement is executed prior or subsequently to the execution of this Agreement.*
- *If Customer is in default, as set forth above, SG may at its own discretion, terminate services five (5) days after Customers receives written notice of such failure.*
- *If Customer is in default under any obligation of this Agreement or any Sales Order, Customer recognizes that colocation fees will be applied to the Customer's account for all Customer equipment located at a Datacenter Facility. Co-location fees will continue to be billed to the Customer until the account balance is paid or until a mutual agreement is reached between the Customer and SG. Such an agreement must be signed by both parties.*

If Customer is in default, as set forth above, then, after expiration of the cure period, SG may, in addition to any other remedies that it may have under this Agreement or by law, disconnect, repossess and/or distrain any Products or Services, or customer equipment located at a Datacenter Facility. If Customer is in default under any obligation of this Agreement or any Sales Order, Customer will be in default of all Sales Orders and this Agreement.

7. REPRESENTATIONS AND WARRANTIES

7.1. **Warrants.** SG warrants that any Products and Services to be provided to Customer will be at a professional level of quality conforming to generally accepted industry standards and in compliance in all material respects with all applicable laws and regulations. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, SG DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.2. Each Party represents and warrants to the other that (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization, (ii) it has all requisite power and authority to enter into and perform its obligations under this Agreement and all Order Forms, (iii) it will comply with all applicable federal, state and local laws, statutes, rules and regulations in connection with the provision and use of the Products and Services and (vi) this Agreement and all Order Forms, when executed, are the legal, valid and binding obligation of such Party.

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8. LIMITATION OF LIABILITY; INDEMNIFICATION

8.1. *THE TOTAL LIABILITY OF EITHER PARTY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH AN ORDER FORM, EXCLUDING EARLY TERMINATION CHARGES, IS LIMITED TO AN AMOUNT EQUAL ONE POINT FIVE TIMES (1.5X) THE TOTAL CHARGES PAYABLE BY CUSTOMER DURING THE TERM SET FORTH THEREIN. THE TOTAL LIABILITY OF SG FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH AN ORDER FORM IS LIMITED TO AN AMOUNT EQUAL TO THE TOTAL CHARGES PAYABLE BY CUSTOMER DURING THE FIRST YEAR OF THE TERM SET FORTH THEREIN. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE OR LOST BUSINESS OPPORTUNITIES (WHETHER ARISING OUT OF TRANSMISSION INTERRUPTIONS OR PROBLEMS, ANY INTERRUPTION OR DEGRADATION OF SERVICE OR OTHERWISE), WHETHER FORESEEABLE OR NOT, EVEN IF A PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF THE DAMAGE AND EVEN IF A PARTY ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT. THE LIMITATIONS SET FORTH IN THIS SECTION WILL APPLY TO CLAIMS OF CUSTOMER, WHETHER OCCASIONED BY ANY CONSTRUCTION, INSTALLATIONS, RELOCATIONS, SERVICE, REPAIR OR MAINTENANCE PERFORMED BY, OR FAILED TO BE PERFORMED BY SG, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR STRICT LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF DATA OR TECHNOLOGY.*

8.2. SG agrees to indemnify, defend and hold Customer, its officers, directors, employees, agents and contractors harmless from and against all loss, damage, liability, cost and expense (including reasonable attorney's fees and expenses) by reason of any claims or actions by third parties for (i) bodily injury or death, and damage, loss or destruction of any real or tangible personal property, which third party claims arise out of or relate to SG's gross negligence or willful misconduct or (ii) infringement or misappropriation by SG of any intellectual property rights under this Agreement.

8.3. Customer agrees to indemnify, defend and hold SG, its officers, directors, employees, agents and contractors harmless from and against all loss, damage, liability, cost and expense (including reasonable attorney's fees and expenses) by reason of any claims or actions by third parties, including those of customers of Customer, for (i) bodily injury or death or damage, loss or destruction of any real or personal property (including without limitation the property of SG), which third party claims arise out of or relate to Customer's gross negligence or willful misconduct, (ii) infringement or misappropriation by Customer of any intellectual property rights under this Agreement, or (iii) Customer's or its customer's use of the Products or Services, including without limitation, defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity, or spamming or any other tortious or illegal conduct, or (iv) any harm or claims arising out of acts of omission of any customers of Customer or any third parties using Customer's equipment or service that is subject of this Agreement.

8.4. Customer agrees that SG is not responsible for loss or damage to equipment and property stored or installed in a SG site. Customer agrees to maintain insurance coverage on equipment and property stored or installed at each SG site which covers any type of loss and includes a waiver of subrogation clause. SG shall not be liable for damage to, or loss of any of Customer equipment resulting from any cause, other than SG's negligence or willful misconduct and then only in an amount not to exceed the replacement value of the damaged equipment, not to exceed the limits set forth in Section 8.1.

8.5. Customer shall have no right or interest in any SG-supplied equipment other than the right to use such equipment during the specified term while payments are current. Customer shall be liable to SG for any damage to such equipment caused by Customer or Customer's representatives, agents or employees.

9. CONFIDENTIALITY; PUBLICITY

9.1. **Confidentiality.** Each Party agrees that the terms of this Agreement and all information furnished to it by the other Party, including maps, pricing, financial terms, network routes, design information, methodologies, specifications, locations or other information to which it has access under this Agreement, are deemed the confidential and proprietary information or trade secrets (collectively referred to as "Proprietary Information") of the Disclosing Party and will remain the sole and exclusive property of the Disclosing Party (the Party furnishing the Proprietary Information referred to as the "Disclosing Party" and the other Party referred to as the "Receiving Party"). Each Party will treat the Proprietary Information that the Receiving Party either knows or reasonably should know to be confidential to the Disclosing Party and the contents of this Agreement in a confidential manner and, except to the extent necessary in connection with the performance of its obligations under this Agreement, neither Party may directly or indirectly disclose the same to anyone other than its employees or third parties identified within an Order hereunder on a need to

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know basis and who agree to be bound by the terms of this Section, without the written consent of the Disclosing Party. Information will not be deemed Proprietary Information if it (i) becomes publicly available other than through the actions of the Receiving Party; (ii) is independently developed by the Receiving Party; or (iii) becomes available to the Receiving Party without restriction from a third party. If the Receiving Party is required by a governmental or judicial law, order, rule, regulation or permit to disclose Proprietary Information, it must give prompt written notice to the Disclosing Party of the requirements of such disclosure and cooperate fully with the Disclosing Party to minimize such disclosure, and disclosure after such notice shall not be a breach hereof.

9.2. **Publicity.** Notwithstanding anything herein to the contrary, neither party may release a public statement announcing the Agreement ("Press Release") without the prior written consent of the other party.

10. ASSIGNMENT

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, except that either party may assign this Agreement upon notice and without consent to a person, firm, corporation, partnership, association, trust or other entity (i) that controls, is controlled by or is under common control with Customer or (ii) into which it is merged or consolidated or which purchases all or substantially all of its assets; provided that the assignee assumes all liabilities hereunder in writing prior to the effectiveness of such assignment. Any assignment or transfer without the required consent will be void and will be considered a material breach of this Agreement. Upon any permitted assignment, the assigning party will remain jointly and severally responsible for the performance under this Agreement, unless released in writing by the other party, and this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

11. FORCE MAJEURE

Neither party will be considered in breach of this Agreement nor liable under this Agreement for any delays, failures to perform, damages or losses, or any consequence thereof, caused by or attributable to an event of "Force Majeure," which is defined as any cause beyond the reasonable control of the party claiming relief, including without limitation the action by a governmental authority (such as a moratorium on any activities related to this Agreement or changes in government codes, ordinances, laws, rules, regulations, or restrictions occurring after the Effective Date), third-party labor dispute, flood, earthquake, fire, lightning, epidemic, war, act of terrorism, riot, civil disturbance, act of God, sabotage, fiber cut caused by a third-party or failure of a third party to recognize a permit, authorization, right-of-way, easement, right, license or other agreement obtained by SG to construct and operate its facilities or network.

12. NOTICES

All notices, including but not limited to, demands, requests and other communications required or permitted hereunder (not including invoices) must be in writing and will be deemed given: (i) when delivered in person, (ii) one (1) business day after deposit with an overnight delivery service for next day delivery, or (iii) three (3) business days after deposit in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and addressed to the recipient Party at the address set forth on the signature page hereof. In addition, SG shall have the right to send Customer notices, other than notices for default or termination, to Customer's email address as contained on SG's customer contact list. Such email notification is deemed delivered on the day sent unless returned to sender.

13. MISCELLANEOUS

13.1. **Governing Law; Jurisdiction.** This Agreement will be interpreted and construed in accordance with the internal laws of the State of California without giving effect to its principles of conflicts of laws. Any legal proceeding arising out of, or relating to this Agreement, will be brought in a United States District Court, or absent federal court jurisdiction, in a state court of competent jurisdiction.

13.2. **Survival.** The Parties' respective representations, warranties, and covenants, together with obligations of indemnification, confidentiality and limitations on liability will survive the expiration, termination or rescission of this Agreement and continue in full force and effect.

13.3. **No Third-Party Beneficiaries.** The covenants, undertakings, and agreements set forth in this Agreement are solely for the benefit of and enforceable by the Parties or their respective successors or permitted assigns.

13.4. **Relationship of the Parties.** The relationship between the Parties hereunder is not that of partners or agents for one another and nothing contained in this Agreement may be deemed to constitute a partnership, joint venture or agency agreement between them.

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13.5. **Remedies Not Exclusive.** Except as otherwise expressly provided, the rights and remedies set forth in this Agreement are in addition to, and cumulative of, all other rights and remedies at law or in equity.

13.6. **Headings; Separability.** The headings in this Agreement are strictly for convenience and do not amplify or limit any of the terms, provisions or conditions hereof. In the event any term of this Agreement is held invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement will be in any way affected.

13.7. **No Implied Waiver.** No failure to exercise and no delay in exercising, on the part of either Party, any right, power or privilege hereunder will operate as a waiver, except as expressly provided herein.

13.8. **Counterparts.** This Agreement may be executed in counterparts, including by facsimile transmission, each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

13.9. **Changes Prior to Execution.** Each Party represents and warrants that any changes to this Agreement made by it were properly marked as changes and that it made no changes to the Agreement that were not properly identified as changes.

13.10. **Precedence.** Except as may be set forth herein, this Agreement supersedes all previous and contemporaneous written and oral representations, understandings, or Agreements related to the subject matter herein and shall prevail notwithstanding any variance with terms and conditions of any Order Form submitted, unless otherwise agreed to in writing by both Parties.

14. ACCEPTABLE USE

14.1. **Acceptable Use; SPAM.** Customer will at all times comply with and conform its use of the Service to SG's Acceptable Use Policy and Anti-SPAM Policy set forth at the SG Website, as updated from time to time, subject to notice to Customer of any material changes. In the event Customer materially violates the SG Acceptable Use Policy where SG determines in its reasonable discretion that there is potential harm to its Network or business, SG shall have the right to immediately suspend Service. In other cases of violation of the Acceptable Use Policy and Anti-SPAM Policy, SG will provide notice and opportunity to cure, to the extent SG deems reasonably appropriate, depending on the nature of the violation, the availability of the Customer and whether or not there has been a repeat violation. SG, in its reasonable discretion, shall re-enable the Service upon satisfaction that all violations have ceased and with adequate assurance that such violations will not occur in the future.

14.2. **Illegal Use.** Customer will cooperate in any investigation of Customer's alleged illegal use of SG's facilities or other networks accessed through the SG Network. If Customer fails to cooperate with any such investigation, SG may suspend Customer's Service. Additionally, SG may modify or suspend Customer's Service in the event of illegal use of the SG Network or as necessary to comply with any law or regulation, including the Digital Millennium Copyright Act of 1998, 17 U.S.C. 512, as reasonably determined by SG.

15. RESTRICTIONS

Government Regulations. Customer will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by any government within whose jurisdiction Customer operates or does business.

16. EARLY TERMINATION CHARGES

16.1. If an Order Form is terminated prior to expiration by reason of: (i) Customer termination ("Termination for Convenience"), if such termination is not an exercise of Customer's rights or remedies under the Agreement, or (ii) a Customer Event of Default for failure to pay any payment, as provided, herein, then, in addition to all other sums due and owing, Customer agrees to pay an "Early Termination Charge" to SG.

16.2. **Early Termination Charge.** For service terminated prior to the end of the Term, an early termination charge will be calculated as an amount equal to the aggregate of (i) all remaining Recurring Charges until the end of the Term or (ii) twelve (12) months, whichever is lesser (the "Early Termination Charge").

16.3. **Recurring Charges.** If the Recurring Charges (or a component of the Recurring Charges) are fully prepaid, the Early Termination Charge is equal to the unamortized portion of such prepayment as of the date of termination.

16.4. Customer acknowledges and agrees that the Early Termination Charge reflects a reasonable estimate of the damages incurred by SG as a result of an early termination, and is not a penalty. Notwithstanding the foregoing, SG may seek all other available remedies in law and in equity in the case of Customer's default resulting from any reason, other than nonpayment.

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17. ENTIRE AGREEMENT; AMENDMENT; EXECUTION

This Agreement, including all Order Forms, Supplements and addenda attached hereto is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings and agreements, whether oral or written. This Agreement may be amended only by a written instrument executed by the Parties. This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same instrument. This Agreement may be executed by facsimile. The Parties have executed this Agreement as of the last date of execution below.

STREAMGUYS

Signature: _____

Print Name: _____

Title: _____

Date: _____

Address notices for StreamGuys:

StreamGuys
P.O. Box 828
Arcata, CA 95518

CUSTOMER

Signature: _____

Print Name: _____

Title: _____

Date: _____

Address notices for Customer:

Customer Initials: _____