

Streamray Customer Broadcast Agreement

The Streamray Customer Broadcast Agreement (this “Agreement”) is made by and between Streamray Inc., a Nevada corporation (“Streamray”), having as its principal place of business 5258 South Eastern, Suite 100, Las Vegas, Nevada 89119 and the undersigned (“Customer”, “Studio”, “you” or “your”).

1. E-Commerce Services. Customer agrees to purchase and Streamray agrees to provide e-commerce services to the Customer’s models and performers (the “Performers” or “Performing Customers”) on the Streamray website (including any co-branded websites, the “Streamray Website”). These services include, but are not limited to, providing Customer with a solution to broadcast and market Performer’s video chat services (“Customer Services” or “Performer’s Services”) on the Streamray Website, marketing Performer’s Services to third-party users (the “Users” or “Viewers”), and collecting and processing fees paid by Users for Performer’s Services (collectively, the “Streamray Services”). Customer represents one or more Performer(s) and shall coordinate the appearances of the Performers on the Streamray Website. For purposes of 18 USC section 2257, Performer shall be considered a “performer” and the Customer shall be considered the “primary producer.” Customer and Performer may be the same individual.

Streamray does not provide ISP, bandwidth or other similar computer or network services to either the Performer or Customer.

2. Payment for Streamray Services. In consideration for providing the Streamray Services, Streamray will deduct from the User fees that it collects for Performer’s Services and retain for its own account the percentage posted at www.streamray.com/percentage-payout.html. After the payment for Streamray Services has been deducted, the remaining amount will be paid to Customer. Streamray will only permit Customer’s Performer(s) to charge Users within the per minute fee range as posted at www.streamray.com/percentage-payout.html. Streamray may update the percentage and fee range lists from time to time in its sole discretion, and the then-current percentage and fee range shall apply to Performer’s Services when rendered by Performer.

Streamray may further deduct amounts necessary to recover charge backs, refunds, and credits associated with Performer’s Services. Streamray may, at its sole discretion, determine if any chargeback or User refund or credit is valid and appropriate.

Payments will be made to the Customer. Customer is responsible for compensating all Performers based upon an agreement with the Performer(s).

3. Broadcast Release; Performer Acknowledgement and Agreement; Streamray Broadcast Acceptable Use Policy and Rules; Incorporation by Reference.

(a) Prior to broadcasting on the Streamray Website, any Performer whom you represent must execute a broadcast release (the “Broadcast Release”), which is attached hereto as Exhibit “A”, and a Performer Acknowledgement and Agreement form, which is attached hereto as Exhibit “B”. Although you are solely responsible for the content of the Performer’s Services, the

Performer must also comply with the Streamray Broadcast Acceptable Use Policy and Rules (the “Policy”), which is posted at www.streamray.com/aup.html. Performer’s failure to comply with this Policy may result in the termination of this Agreement or other restrictions, e.g., suspension of Customer’s right to broadcast and may result in legal action taken against Customer and Performer.

(b) The Broadcast Release, the Performer Acknowledgement and Agreement and the Policy are hereby incorporated by reference.

(c) (i) Studio represents and warrants that it (or any party so engaged or employed by Studio) has no property or other interest in any part of the results and proceeds of any Performer (including, without limitation, the feed, the content, etc.) and hereby quitclaims to Streamray any and all of its right, title and interest in the foregoing.

(ii) In furtherance of such acknowledgement noted in subparagraph 3(c)(i), Studio hereby releases, acquits, forgives, and discharges Streamray from any actions, claims, demands, suits, agreements, judgments, liabilities, and proceedings, whether arising in equity or in law, and in particular arising from any rights, intellectual property disputes or other claims related to this Agreement which said Studio ever had, now has, or which any personal representative, successor, heir or assign of Studio, hereafter can, shall or may have, against Streamray, by reason of any matter, cause or thing whatsoever, from the beginning of time and in perpetuity. This release is binding upon all successors in interest and personal representatives of Studio.

(iii) Except as provided herein, intellectual property rights related to Performers are governed solely by the Broadcast Release.

4. Term. This Agreement is effective upon notification to you that Streamray has accepted all the necessary documentation necessary to complete your application and shall remain in effect until terminated by either party. Streamray may terminate the Streamray Services and/or this Agreement at any time upon written notice to Customer.

5. Performer’s Age; 18 USC section 2257. Customer represents and warrants that it has reviewed (or will review) any government issued identification documents of any Performer(s) that he, she or it represents and that these Performers are over eighteen (18) years of age or older at time of the execution of this Agreement. Performer shall also provide to Streamray accurate and complete documentation for purposes of 18 USC section 2257, and its regulations, prior to broadcasting on the Streamray Website. Customer further represents and warrants that he, she or it maintains (and will continue to maintain) copies of all government issued identification documents at its principal place of business.

6. Choice of Law and Forum. This Agreement and the rights of the parties hereto shall be governed by and construed under the laws of the State of California applicable to agreements made and performed therein. For purposes of this Agreement, you consent to personal jurisdiction of and venue within the state and federal courts located within the State of California, and you agree not to contest such jurisdiction or venue. Any and all disputes arising out of or related to this Agreement shall be referred to binding arbitration before a retired judge

at JAMS (jamsadr.com) in Santa Clara County, California pursuant to its JAMS Comprehensive Arbitration Rules and Procedures then in effect; provided that this Agreement shall not preclude Streamray from seeking emergency or injunctive relief against you for violations of this Agreement, including your failure to comply with the Policy.

7. Assignment. Customer may not assign, delegate or otherwise transfer this Agreement without the prior written approval of Streamray; any assignment, delegation or transfer by you is void ab initio.

8. Indemnification. Customer agrees to indemnify, defend and hold Streamray, its affiliates and their respective officers, directors, owners, shareholders, members, employees, attorneys, successors, agents, assigns and representatives (collectively, the “Streamray Entities”) harmless from and against any and all losses, liability, claims, damages, costs and expenses, causes of action, suits, proceedings, judgments, awards, executions and liens, including reasonable attorney's fees and costs, arising from, or relating to, your Customer Services, or any breach of your obligations or representations and warranties in this Agreement.

9. Limitation of Liability. IN NO EVENT WILL THE STREAMRAY ENTITIES BE LIABLE TO YOU FOR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS, INTERRUPTION OF OR FAILURE TO PROVIDE STREAMRAY SERVICES, COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, OR FOR ANY EXEMPLARY, CONSEQUENTIAL, SPECIAL, PUNITIVE AND SIMILAR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED, AND WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY. IN NO EVENT SHALL THE STREAMRAY ENTITIES' AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNTS RETAINED BY STREAMRAY FOR ITS OWN ACCOUNT FOR SERVICES RENDERED PURSUANT TO, AND CONSISTENT WITH, THE TERMS OF AGREEMENT.

10. Merger. This Agreement, including the Broadcast Release (Exhibit “A”), Performer’s Acknowledgement and Agreement (Exhibit “B”) and the Policy, constitutes the entire agreement between the parties relating to the subject matter herein and shall supersede any prior Agreements related to the subject matter.

11. No waiver. Failure to enforce the provisions of this Agreement shall not constitute a waiver at any time. No waiver of any breach under this Agreement shall be deemed a waiver of any subsequent breach.

12. Severability. If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid and/or unenforceable, the remainder of this Agreement and the application of such provision to any other parties or circumstances other than those as to which it is held invalid and/or unenforceable, shall not be affected thereby, and each such other term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

13. Amendment. Streamray reserves the right to amend this Agreement from time to time. In such an instance, you will be notified in writing by email and/or posting on the Streamray Website and given the opportunity to accept the changes to this Agreement using a click-through agreement or alternate method as otherwise described at the time of the amendment. Streamray will not enable you to provide Customer Services until you have confirmed your acceptance of an amendment to this Agreement noticed to you.

14. No Agency. No agency, partnership, independent contractor, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement. Neither party shall have the power to obligate or bind the other party in any manner whatsoever.

15. Headings; Counterparts. The headings used herein are for convenience only and shall not be deemed to define, limit or construe the contents of any provision of this Agreement. This Agreement may be executed in two or more counterparts, and via faxed or e-mailed handwritten signatures, each counterpart of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

16. Force Majeure. Neither party shall be held responsible for delay or failure in performance hereunder caused by acts of nature, strikes, embargoes, fires, war, or other causes beyond their reasonable control.

17. Notices. Except as explicitly stated otherwise, legal and other notices shall be served, personally or by mail, on Streamray Inc at 220 Humboldt Ct, Sunnyvale, CA 94089, Attn. Customer Service Department or to you at the email address as listed in your Customer profile. Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement.

THIS AGREEMENT IS NOT BINDING ON STREAMRAY UNTIL AN AUTHORIZED
STREAMRAY REPRESENTATIVE HAS NOTIFIED YOU IN WRITING OF THE
ACCEPTANCE OF THIS AGREEMENT.

Streamray Inc.

By: */STREAMRAY INC./*

Customer:

_____ (COMPANY NAME, IF ANY)

_____ (SIGNATURE)

_____ (PRINT NAME)

_____ (TITLE, IF ANY)

_____ (DATE)

Address: _____

Telephone: _____

Email: _____

Taxpayer ID number (if applicable): _____

Exhibit “A”
BROADCAST RELEASE
(including 2257 Questionnaire)

I, the undersigned, execute this release as consideration for and a condition to using the Streamray website (including any of its co-branded websites, “Streamray Website”). I execute this Broadcast Release (the “Release”) in conjunction with the Streamray Customer Broadcast Agreement executed by me or my representative.

I agree to be filmed/videotaped/photographed or recorded in any other manner, whether moving or still, that captures and stores (in digital or analog format) my image, voice and other sounds and characteristics (collectively, “photographs or images”) in connection with my performance and appearance on the Streamray Website, which is owned and/or operated Streamray Inc., its subsidiaries and parent companies, whether directly or indirectly related, and including any affiliated companies, successors, licensees and assignees, and any subsequent or further licensees and assigns of the foregoing (collectively, “Streamray”). I understand that part of Streamray’s service is to market my broadcasts and the broadcasts of other Performers, so I hereby grant Streamray the exclusive right to reuse, publish, distribute, edit, excerpt, exhibit and otherwise exploit these photographs or images, and any other data or information associated with them, including, but not limited to, my name (real or fictional), likeness, persona, performance, text chat, audio, biological information and identification, and statements, (collectively “my appearance(s)”) for any and all uses, in whole or part, in any and all media and manners now or hereafter invented for use throughout the universe, in perpetuity, without limitation, including in connection with the advertising, exploitation and publicizing of Streamray. I grant and assign to Streamray all rights, title and interest, of every kind and character in perpetuity throughout the universe in and to the results, content, and proceeds of such appearance(s), videos, audio, chat, dialogue, acts, and dances. Streamray may edit my appearance as it sees fit, and I understand that Streamray has no obligation to use any or all of such appearance(s). I grant Streamray the right to copyright and use any photographs or images without further payment to me, and with or without credit or attribution, actual or fictitious, in printed publications, digitally on the internet or via CD, or any other media, without restrictions. Streamray shall also have the right, and I shall fully cooperate with Streamray, to produce, distribute and otherwise exploit these photographs or images in the form of trailers and “behind the scenes” or “making of” programs incorporating my appearance(s). Streamray may also accompany my images and appearance as exhibited or reproduced in any and all media with textual, graphic or audio-visual copy or any other matter or material as it deems fit including material that may be deemed defamatory or disparaging of me. I waive any rights to any claim or causes of action for libel, defamation, invasion of right of privacy, appropriation or right of publicity, or droit moral (moral rights), which I may have or hereafter possess against Streamray arising out of Streamray’s use or exploitation of my photographs or images or appearances in any way.

I hereby release and discharge Streamray, its affiliates and their respective officers, directors, owners, shareholders, members, employees, attorneys, successors, agents, assigns and representatives (collectively, the “Streamray Entities”) from any and all claims, demands or cause of action that I may have, whether for libel, copyright, violation of my right of privacy or publicity, or any other matter arising out of or in any manner connected with the use of my

appearances. I hereby verify that all statements, warranties, and other information given by me are true and accurate, and I agree to be legally responsible for any claims arising from such statements and warranties. I acknowledge and agree that this Release shall not be subject to the terms of any union or guild agreement and that no sums will be due to me in connection with the use or reuse of my appearance(s) except as provided in paragraph 2 of the Streamray Broadcast Agreement. I understand that Streamray is proceeding upon the terms set forth herein, and I will not intend to revoke this Release at any time.

I am 18 years of age or older. I am of sound mind and body. I am not under the influence of drugs or alcohol. I am appearing on the Streamray Website of my own free will, and I do not believe that I am in violation any moral standards of my community. I warrant that I have never been convicted of a felony. I further warrant that I shall not engage in any obscenity.

This Release and the rights of the parties hereto shall be governed by and construed under the laws of the State of California. I consent to personal jurisdiction of and venue within the state and federal courts located within the State of California for purposes of this Release, and I agree not to contest such jurisdiction or venue. Any and all disputes arising out of or related to this Release shall be referred to binding arbitration before a retired judge at JAMS (jamsadr.com) in Santa Clara County, California pursuant to its JAMS Comprehensive Arbitration Rules and Procedures then in effect; provided that this Agreement shall not preclude Streamray from seeking emergency or injunctive relief against me.

I agree to indemnify, defend and hold the Streamray Entities harmless from and against any and all losses, liability, claims, damages, costs and expenses, causes of action, suits, proceedings, judgments, awards, executions and liens, including reasonable attorney's fees and costs arising from or relating this Release.

If any provision of this Release or the application thereof to any party or circumstance shall, to any extent, be invalid and/or unenforceable, the remainder of this Release and the application of such provision to any other parties or circumstances other than those as to which it is held invalid and/or unenforceable, shall not be affected thereby, and each such other term and provision of this Release shall be valid and be enforceable to the fullest extent permitted by law.

This Release may be faxed or e-mailed and be deemed an original.

[SIGNATURE PAGE FOLLOWS]

I have carefully read the terms of this Release and have indicated my agreement signing below.

Today's Date: _____

Full Legal Name: _____

Telephone Number: _____

Address: _____

Email Address: _____

2257 Questionnaire

Please list any former or maiden names, aliases, nicknames and any other stage or professional names:

Date of Birth: _____

Description of Photo ID and number: _____
(If you broadcast from within the United States or its territories, you must provide a U.S. government issued photo identification document.)

Signature: _____

Exhibit “B”
Performer’s Acknowledgement and Agreement

_____ (Print Name) (“Performer” “Performing Customer” or “you” or “your”) acknowledge that you have entered into a contractual relationship with the Studio known as: _____ (“Studio”). You further acknowledge the following:

1. You have reviewed the Streamray Broadcast Acceptable Use Policy and Rules (the “Policy”), which is posted at www.streamray.com/aup.html. Although you are solely responsible for the creation of your show’s content, you must also comply with the Policy. Your failure to comply with this Policy may result in the suspension or termination of your right to broadcast. The Policy is incorporated herein by reference.
2. You designate Studio to collect and receive all amounts due you. You further authorize and direct Streamray to transfer of any and all funds due him or her directly to Studio. In accordance with this designation, you further acknowledge and expressly agree that any and all compensation and/or amounts owing for your appearances on a Streamray Website or otherwise are payable exclusively by the Studio (and NOT Streamray) and are the sole obligation of Studio. Accordingly, Customer hereby voluntarily and knowingly waives and release any and all claims against Streamray for payment herein (existing or future) and agrees this his or her sole and exclusive remedy for non-payment is exclusively with the Studio.
3. Any issues relating to your performance of the Streamray Website is governed by and construed under the laws of the State of California, which shall have exclusive jurisdiction. Any and all disputes that cannot be resolved shall be submitted to binding arbitration before a retired judge at JAMS (jamsadr.com) in Santa Clara County, California.
4. Streamray retains Performer’s documentation for purposes of complying with 18 USC section 2257, and its regulations, or other laws. This documentation is held in confidence and, except as otherwise provided by law, may only be reviewed by Streamray’s (or its affiliated companies) employees whose job requires access or by other persons with whom Streamray has a contractual or legal relationship, e.g., attorneys, business associates, and who are subject to a confidentiality obligation.
5. You understand that there is a 90-day waiting period in the event that you switch studios unless your prior studio terminates its relationship with Streamray. Your prior studio may waive this waiting period by sending written notice to Streamray.
6. If any provision of this Acknowledgement and Agreement is found by a court of law or equity to be void, invalid or unenforceable, such a finding shall not affect the remainder of this Performer’s Acknowledgement and Agreement.

[SIGNATURE PAGE FOLLOWS]

Performer:

Date: _____

Full Legal Name: _____

Address: _____

Signature: _____