

## Quotation of Colocation Services

Date:	January 11 <sup>th</sup> 2011
Prepared For:	CrossWire Bible Society
Primary Contact:	Troy Griffiths
Tel:	480 463 4177
Fax:	

Order Type:	<input checked="" type="checkbox"/> New <input type="checkbox"/> Upgrade <input type="checkbox"/> Other	Start Date:	Move-in date, or 60 days past acceptance (whichever is first)
		Term:	Six months auto-renew

### Setup / Non-recurring fees

Description of services	Quantity	Unit Price	Ext. Price
Colocation installation / setup fee	0	\$75.00	\$0.00
<b>TOTAL SETUP FEE:</b>			<b>\$0.00</b>

### Monthly recurring fees

- Colocation Package Details -			
Cabinet Space	Power	IP Addresses	Bandwidth
3U	2.5A	TBD	10Mbps flat-rate

Service location:  Phoenix, AZ  Fremont, CA  Sacramento, CA  Reston, VA  Other:

**TOTAL MONTHLY FEE:** **\$100.00**

### Additional Terms:

- Internet up/down speed is capped at 10Mbps.
- Power usage in excess of quoted allotment will result in a mandatory contract upgrade. Client may instead choose to reduce power usage to achieve compliance with current contract.

### Initial Payment Due

Setup fee(s)	Monthly Fee	Deposit	Due Now *
\$0.00	\$100.00	\$0.00	<b>\$100.00</b>

\* Amount shown due and payable at contract signing.

### Authorization

Signature:		Date:	
Print Name:			

## Credit Card Charge Authorization – Colocation Services

### CREDIT CARD HOLDER'S INFORMATION

**Name:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Postal:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Credit Card #:** \_\_\_\_\_ **Exp Date:** \_\_\_\_\_

**Card security code** (also called CVV2, 3-4 digits printed on back of card): \_\_\_\_\_

**Bank Customer Service Phone Number (on back of card):** \_\_\_\_\_

**Accepted Card Types:**    Visa    Mastercard    Discover    American Express

I full agree with all of the policies and procedures outlined in the LaFrance Internet Services, Inc. ("LIS") Colocation Service Agreement. I authorize LIS to charge to my credit card my normal monthly payments for my service as outlined in the Colocation Services Quote. Furthermore, I authorize LIS to charge to the credit card any bandwidth overages I may incur, as well as any setup fees or incidental service or consulting fees which I may request or agree to from time to time. I agree fully with all of the terms in the cancellation policy outlined to me when I signed up for Colocation services. In the event that this charge is contested by myself or charged back to LIS, I agree that I am responsible for any charges incurred by LIS in defending authorization. In the event I wish to cancel my account, I need to make a request for cancellation in writing, as instructed in the LIS Colocation Service Agreement. In the event that a refund is due, all monies owed will be paid by company check.

**Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Internet Services and Colocation Agreement

This Internet Services and Colocation Agreement (the "Agreement") is between LaFrance Internet Services, Inc. ("LIS") and the Customer shown at the end of this document and consists of (i) this document and (ii) the Customer's Quotation of Colocation Services (the "Quote"). This Agreement may be executed by facsimile and/or in multiple counterparts. This Agreement is effective once signed and dated by Customer and accepted by LIS.

**Definitions.** As used in this Agreement, "Service" means the provision of bandwidth for the transmission of data to and from the Internet through the Network together with Colocation services including 24x7 connectivity to the Internet and Colocation Space, as further defined in this Agreement and in the Quotation of Services ("Quote(s)"). "Network" means the network of routers, switches and communication channels that are owned or controlled by LIS. The Quote is attached and marked as Exhibit A. Customer and LIS may enter into subsequent Quote(s), which will automatically become part of this Agreement. "Colocation Space" means the physical area within LIS's Colocation facility identified in a Quote. "Customer Equipment" means the computer equipment, software, networking hardware or other materials placed by or for Customer in the Colocation Space, other than LIS Equipment. "LIS Equipment" means all computer equipment, software, networking hardware or other materials belonging to or furnished by LIS. Additional terms are defined in the LIS Terms and Conditions, below. LIS will begin installation and Service only after it receives and accepts: (i) the Quote; (ii) this Agreement signed by a Customer authorized representative; and (iii) the Initial Payment due under Section 1.1 of this Agreement. "Personnel" refers to employees, representatives, agents, contractors, or subcontractors.

**1. Service Fees And Billing.** Customer agrees to pay the monthly charges for Service, the activation and other charges indicated on the Quote or otherwise due hereunder (collectively, "Service Charges"). Service Charges do not include applicable taxes, shipping charges (if any), or telephone company charges, all of which shall be billed in addition to the Service Charges (or billed by third party providers) and shall be the responsibility of the Customer.

**1.1. Initial Payment.** Any and all Setup Fees, as well as the first month's Recurring Fees, as specified in the Quotation of Colocation Services which accompanies this document, will be due and payable with Customer's completed and signed contract paperwork.

**1.2. Commencement of Service.** Once Customer's completed paperwork has been accepted by LIS, and the Initial Payment has been collected, monthly service will commence on the day that Customer installs at least one (1) article of equipment in their assigned space and connects it to the cabinet's power strip and/or uplinks it to their assigned port. Thereafter, Customer's monthly service fees will come due on that same date of each subsequent month. Notwithstanding the above, Customer herein acknowledges that service will be considered to commence no more than sixty (60) days after acceptance of paperwork by LIS, regardless of Customer's ability to install equipment within that time, unless arrangements to the alternative have been made in writing between Customer and LIS.

**1.3. Recurring Charges.** LIS will bill Customer monthly in advance for the Colocation Space ("Colocation Space Fees") and committed bandwidth and monthly in arrears for any additional bandwidth used above the committed bandwidth billed in the prior month. Additional bandwidth will be billed in increments defined in the Quote. "Bandwidth Fees" is defined as charges for usage of bandwidth provided under this Agreement as set forth in the Quote. Billing for monthly Service Charges will begin on the date of Commencement of Service as defined above. If, however, Customer is unable to use the Services commencing on the Installation Date due solely to delays caused by and within the reasonable control of LIS, then the date on which monthly Service Charges billing begins will be extended by one day for each such day of delay.

**1.4. Payment.** All Service Charges and other fees will be due in U.S. dollars on or before the first day of that service period. Late payments will accrue interest at a rate of one and one-half percent (1 ½%) per month or the highest rate allowed by applicable law, whichever is lower. If payment is returned to LIS with insufficient funds, Customer is

considered to not have paid and subject to a returned check charge of \$25 and may be terminated for Nonpayment as described in 12.1.

**1.5. Bandwidth Measurement.** Bandwidth usage will be calculated by LIS using the 95<sup>th</sup> percentile of samplings taken at no less than 5 minute intervals on a monthly basis. Samples are taken by LIS via SNMP from the LIS switch or router port Customer is directly connected to and are the greater of input or output bits per second. 95<sup>th</sup> percentile is determined by sorting the sample data from smallest to largest and discarding the top 5 percent, with the remaining largest sample designated as the 95<sup>th</sup> percentile.

## **2. Colocation.**

**2.1. Use of Space.** LIS grants Customer the right to operate Customer Equipment at the Colocation Space, as specified on Customer's Quote. Except as specifically provided herein, Customer expressly assumes all risk of loss to Customer Equipment in the Colocation Space. Customer shall be liable to LIS for any damage to the Colocation facility, LIS Equipment or equipment of other LIS customers caused by Customer, Customer Equipment or Customer's personnel.

**2.2. Customer Equipment Installation and Removal.** Customer is responsible for all aspects of installation and removal of Customer Equipment, including bringing appropriate equipment, tools and packaging materials. Customer will install Customer Equipment in the Colocation Space after obtaining the appropriate authorization from LIS to access LIS premises. Customer will remove all packaging for Customer Equipment promptly after installation. Should Customer use an agent or other third party to deliver, install or remove Customer Equipment, Customer will be solely responsible for the acts of such party. At Customer's option, LIS will remove and package Customer Equipment and place Customer Equipment in a designated area for pick-up, on the condition that Customer either provide or pay for all needed packaging plus pay LIS's packaging fees and charges. Within five (5) days after authorization from LIS Customer will remove Customer Equipment from the designated area or arrange on a pre-paid basis for a carrier to pick-up and ship such equipment to Customer. Customer may request Remote Hands Service for the purpose of installation of equipment that has been shipped preconfigured by customer to LIS or to the Colocation facility, or for assistance when performing installation in person.

**2.3. Designated Space.** LIS will designate space for Customer. All of Customer's equipment and property must be stored in Customer's designated space or removed from the premises by Customer. Equipment and other property left by Customer in an area other than the Customer's designated space maybe considered abandoned by LIS. In that event, LIS may, at its option either (a) retain such items as its property or dispose of them without accountability in such a manner as LIS shall determine, at Customer's expense, or (b) remove and store such items for Customer, at Customer's expense.

**2.4. Electrical Power.** Any power strips provided by LIS are subject to the Limitations of Liability contained within this Agreement. LIS will not be held liable by Customer if Customer, by action of Customer's personnel, or by action other clients in a shared cabinet, or by LIS's personnel at the request of Customer or other clients, exceeds the rating of an electrical circuit, power strip, and/or circuit breaker.

**2.4.1. Full Cabinet Customers.** Unless otherwise specified on Customer's Quote, each cabinet or rack shall be supplied with one 120 VAC 15A electrical circuit connected to its own circuit breaker.

**2.4.2. Shared Cabinet Customers.** The Quotation of Colocation Services which accompanies this contract will specify the amount of power allocated for Customer's use. If Customer's power usage is found to be in excess of the allotment, Customer will be required to either reduce power usage to conform with allotment, or take a mandatory contract upgrade, at LIS's discretion.

**2.5. Cross Connects (full-cabinet customers only).** Customer may run cross connects between Customer's adjacent cabinets at no charge. In addition to any cross connects between Customer's adjacent cabinets, Customer may

request one category 5 cross connect, within the facility at no additional charge. After one category 5 cross connect, or for cross connects using media other than category 5 cabling, Customer may request cross connects for a one time installation fee not to exceed the reasonable cost of labor and materials for the cross connect. At LIS's discretion, Customer may provide cross connect labor or materials. All cross connect cabling and installation methods must meet LIS's data center standards.

**2.6. Remote Hands Service.** Customer may request, via means designated by LIS, technicians to perform "remote hands" service on Customer's equipment within the Colocation facilities. There is no charge for LIS's remote hands service. Remote hands service involves designated personnel physically touching Customer's equipment. Remote hands tasks are limited to simple tasks such as pressing a button, flipping a switch, or hooking up a monitor and reporting what is on the screen, or typing customer-supplied commands that take no longer than 15 minutes to perform. Remote hands tasks do not include configuration of customer equipment. Remote hands service does not include daily scheduled tasks such as tape changing. Customer may request a maximum of 8 hours of remote hands service per month. LIS offers consulting separate from this agreement at additional charge. Customer is not required to use the remote hands service. Customer may choose to use its own personnel to perform any task on its equipment at any time. Customer understands that computers and telecommunications equipment (hardware) are electromechanical devices and may fail. Customer is solely responsible for the maintenance and replacement of its hardware. LIS does not warrant either the results to be obtained from the remote hands service or that the remote hands service will be error free. Customer agrees to indemnify and hold harmless LIS against any loss, damage, cost and expense due to claims from Customer or third parties arising out of Customer's remote hands requests.

**2.7. Access and Security.** Customer personnel may access the Colocation Space as allowed by the access list provided by Customer to LIS. LIS reserves the right to deny access to specific Customer personnel for billing or security reasons. Customer shall be responsible for any authorized or unauthorized access to Customer Equipment through the Internet and any resulting use of Service.

**2.8. Acceptable Use Guidelines.** Customer will at all times comply with and conform its use of the Service to the LIS Acceptable Use Guidelines (set forth at LIS's website), as updated from time to time. In the event Customer violates LIS's Acceptable Use Guidelines, LIS shall have the right to immediately suspend Service. LIS will provide notice and opportunity to cure, if and to the extent LIS deems practicable, depending on the nature of the violation and availability of the Customer. LIS, in its reasonable discretion, may re-enable the Service upon satisfaction that all violations have ceased and with adequate assurance that such violations will not occur in the future.

**2.9. Updates.** LIS may update the LIS Acceptable Use Guidelines from time to time by posting such updates on LIS's website. References herein to the LIS Acceptable Use Guidelines shall mean the most updated version of such policies or procedures posted on LIS's web site. LIS shall notify Customer of any material changes to its policies and procedures.

**2.10. Prohibited Uses.** Customer shall not do or allow any use which in the opinion of LIS (a) causes or is likely to cause damage or constitutes a nuisance or annoyance to the facility, equipment, personnel, or other customers (b) would violate a condition of standard fire insurance policy for data processing centers in California (c) would violate any certificate of occupancy for the building.

**2.11. Illegal Use.** Customer will cooperate in any investigation of Customer's alleged illegal use of LIS's facilities or other networks accessed through LIS. If Customer fails to cooperate with any such investigation, LIS may suspend Customer's Service. Additionally, LIS may modify or suspend Customer's Service in the event of illegal use of the 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 LIS.

**2.12. Address Space.** LIS will assign IP address(es) to Customer based upon ARIN guidelines. Addresses assigned to Customer by LIS may only be used while a LIS customer in good standing. Use of IP addresses by Customer is contingent upon compliance with ARIN rules and guidelines, as well as any and all rules and guidelines set forth in

this Agreement as well as the Acceptable Use Policies. Failure to follow said rules and guidelines, including but not limited to the 80% utilization rule, will subject Customer to blocking, suspension or revocation of IP address(es), if not corrected by Customer in a timely manner. If Customer has a valid address allocation from ARIN, RIPE, or APNIC, Customer may request LIS to announce it via BGP at no additional charge.

**3. Local and Long Distance Carriers.** Customer is responsible for ordering, maintaining, terminating and paying for any data and telecommunications circuits provided to Customer by local and long-distance carriers including cross-connects from LIS.

**4. Other Networks.** Customer is responsible for paying any fees, obtaining any required approvals and complying with any laws or usage policies applicable to transmitting data beyond the Network and/or through other public and private networks. LIS is not responsible or liable for performance or nonperformance of such networks or their inter-connection points.

**5. Resale.** In the event Customer resells connectivity to the Internet (a) Customer remains responsible to LIS for all of its obligations hereunder including but not limited to all Service Charges and liabilities arising out of or related to such third party usage, sites, communications, and the acts and omissions of such third party, (b) Customer shall indemnify LIS for any third party claims arising out of the acts and omissions of such third party and (c) Customer and the party(s) to whom Customer resells any portion of the Services enter into written agreement(s) pursuant to which such party(s) agree to be bound by all terms and conditions in this Agreement as applicable to them and their use of the Services and the Network. Any such resale agreement shall terminate automatically upon expiration or termination of this Agreement. Notwithstanding the foregoing, LIS is not liable to any third party resale customer for any claims, losses or damages, (including consequential damages) resulting from that customer's use of the Service.

**6. NO WARRANTY.** EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES AND THE COLOCATION SPACE ARE AT CUSTOMER'S OWN RISK. LIS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. LIS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

**7. Disclaimer of Third Party Actions and Control.** LIS does not and cannot control the flow of data to or from the Network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions caused by these third parties can produce situations in which Customer connections to the Internet (or portions thereof) maybe impaired or disrupted. LIS cannot guarantee that such situations will not occur and, accordingly, LIS disclaims any and all liability resulting from or related to such events. In the event that Customer's use of the Service or interaction with the Internet or such third parties is causing harm to or threatens to cause harm to the Network or its operations, LIS shall have the right to suspend the Service. LIS shall restore Service at such time as it reasonably deems that there is no further harm or threat of harm to the Network or its operations.

**8. Insurance.** Customer will keep in full force and effect during the term of this Agreement: (ii) workers' compensation insurance in an amount not less than that required by applicable law.

**9. Limitations of Liability.**

**9.1. Personal Injury.** LIS will not be liable for any harm or personal injury to Customer personnel or customers resulting from any cause, other than LIS's gross negligence or willful misconduct.

**9.2. Damage to Customer Equipment.** LIS is not liable for damage to, or loss of any of Customer Equipment resulting from any cause, other than LIS's gross negligence or willful misconduct and then only in an amount not to exceed the costs to repair or replace damaged Customer Equipment, whichever is lower.

**9.3. Damage to Customer Business.** In no event will LIS be liable for any incidental, punitive, indirect, or consequential damages (including without limitation any lost revenue or lost profits) or for any loss of technology, loss of data, or interruption or loss of use of Service (except as set forth in Section 6) or any other similar claims by Customer or related to Customer's business, even if LIS is advised of the possibility of such damages. LIS will not be liable for any damages or expenses incurred by Customer as a result of any deficiency, error, or defect in LIS's service whether due to equipment, hardware, software, or LIS's failure to correct the same.

**9.4. Maximum Liability.** Unless otherwise set forth in this Agreement, LIS's maximum aggregate liability to Customer related to or in connection with this Agreement whether under theory of contract, tort (including negligence), strict liability or otherwise will be limited to the total amount paid by Customer to LIS for one month's service.

## **10. Indemnification.**

**10.1. By Customer.** Customer will indemnify, defend and hold harmless LIS, its directors, officers, employees, affiliates and customers (collectively, the "LIS Covered Entities") from and against any and all claims, actions or demands brought against any of the LIS Covered Entities alleging: (a) with respect to the Customer's business: (i) infringement or misappropriation of any intellectual property rights; (ii) defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity; or (iii) spamming or any other offensive, harassing or illegal conduct or violation of the Acceptable Use Guidelines; (b) any loss suffered by, damage to or injury of any other LIS customer, any other customer's equipment or any other customer's representatives, employees or agents, which loss, damage or injury is caused by or otherwise results from acts or omissions by Customer, Customer representative(s) or Customer's designees; (c) any personal injury suffered by any Customer personnel arising out of such individual's activities related to the Services, unless such injury is caused by LIS's negligence or willful misconduct; or (d) any other damage arising from the Customer Equipment or Customer's business, (collectively, the "Customer Covered Claims"). Customer agrees to reimburse LIS for the expense and cost of handling such claims including, without limitation, legal fees.

**10.2. Notice Procedure.** LIS will provide Customer with prompt written notice of each Customer Covered Claim of which LIS becomes aware, and, at LIS's sole option, LIS may elect to participate in the defense and settlement of any Customer Covered Claim, provided that such participation shall not relieve Customer of any of its obligations under this Section 11. Customer shall have the right to control the defense of any Customer Covered Claim. Customer will provide LIS with prompt written notice of each LIS Covered Claim of which Customer becomes aware, and at Customer's sole option, Customer may elect to participate in the defense and settlement of LIS Covered Claim, provided that such participation shall not relieve LIS of any of its obligations under this Section 11. LIS shall control the defense of any LIS Covered Claim.

**11. Term.** This Agreement will commence on the Effective Date and shall expire at the end of the last "Term" specified in any Quote, unless sooner terminated as provided in Section 12 below, provided, however, that **each Quote shall automatically renew for additional periods of the same length as the initial Term upon the end of its Term unless one party provides the other written notice that it is terminating such Quote not more than 60 days and not less than 30 days prior to the end of the Term specified in the Quote.**

## **12. Termination.**

**12.1. Nonpayment.** LIS may suspend Service to Customer if any fee(s) due hereunder is not paid in full within fifteen (15) days of the due date for said fee(s). To reinstate Service, LIS may require a reconnection fee of \$100.00.

LIS may terminate this Agreement (or at its option, only the relevant Quote) if any fee(s) due hereunder is not paid in full within thirty (30) days of the due date for said fee(s).

**12.2. Bankruptcy.** LIS may terminate this Agreement upon written notice to Customer if Customer becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, or liquidation for the benefit of creditors, if such petition or proceeding is not dismissed within 60 days of filing.

**12.3. Unacceptable Use.** LIS may immediately terminate this Agreement if Customer violates any provision of the LIS Acceptable Use Guidelines that results or could result in suspension by LIS. If LIS so Terminates Customer, LIS will refund to Customer of the unused portion of any regular Service fees paid.

**12.4. For Other Cause.** Except as otherwise stated, either party may terminate this Agreement if the other party breaches any material term or condition of this Agreement and fails to cure such breach within ten (10) days after receipt of written notice of the same.

**12.5. Effect of Termination.** Upon expiration or termination of this Agreement: (a) LIS will cease providing the Services; (b) all of Customer payment obligations under this Agreement, including but not limited to monthly Service Fees through the end of the Term indicated on the Quote(s) will become due in full immediately; and (c) within ten (10) days, Customer will remove all of Customer Equipment and any other property from LIS's premises and return the Colocation Space to LIS in the same condition as it was prior to Customer installation. If Customer does not remove such property within the ten (10) day period, LIS, at its option and at Customer expense, may remove and store any and all such property, return such Equipment to the Customer, or dispose of such equipment without liability for any related damages. In addition, LIS reserves the right to hold any Customer Equipment until it has received payment in full.

**13. 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.

#### **14. Miscellaneous Provisions.**

**14.1. Force Majeure.** Other than with respect to failure to make payments due hereunder, neither party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused or occasioned by, or due to fire, earthquake, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond its reasonable control. However, Customer shall not be charged for Service for the duration of the time in which the Customer's Service is thereby rendered inactive.

**14.2. No Lease.** This Agreement is a services agreement and is not intended to and will not constitute a lease of or tenancy or other interest in the Colocation Space or other LIS premises, the LIS Equipment or any other real or personal property.

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

**14.4. Assignment.** Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, except to an affiliate or a party that acquires substantially all of the assigning party's assets, or a majority of its stock as part of a corporate merger or acquisition. Any

attempted assignment or delegation without such consent will be void. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

**14.5. Notices.** Any required notice hereunder may be delivered personally or by courier; sent by confirmed facsimile; or mailed by registered or certified mail, return receipt requested, postage prepaid, or by Internet email with return receipt requested, to either party at the name and address on the signature page of this Agreement, or at such other address as such party may provide to the other by written notice. Such notice will be deemed to have been given as of the date it is delivered personally or by courier, or five (5) days after it is sent by confirmed facsimile or mailed.

**14.6. Relationship of Parties.** This Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties.

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

**14.8. Choice of Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California.

**15. General.** This Agreement, together with the Quote(s) and LIS policies referred to in this Agreement is the complete agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any other agreement or understanding, written or oral. This Agreement may be modified only through a written instrument signed by both parties. Should any provision of this Agreement be declared void or unenforceable, such provision will be deemed amended to achieve as nearly as possible the same economic effect as the original terms and the remainder of this Agreement will remain in full force and effect. In the case of international, federal, state or local government orders, Customer purchase order must contain the following language: "This purchase order is being used for administrative purposes only and is subject to the terms and conditions of the LIS Internet Service and Colocation Agreement executed between Customer and LIS."

<b>Authorized Signature</b>			
<b>Print Name</b>	Troy Griffiths		
<b>Title</b>		<b>Date</b>	
<b>Organization</b>	CrossWire Bible Society		
<b>Address</b>	P. O. Box 2528		
<b>City</b>	Tempe		
<b>State</b>	AZ	<b>Zip</b>	85280
<b>Phone</b>	480 463 4177		
<b>Fax</b>			
<b>Email</b>	troy@crosswire.org, scribe@crosswire.org		