

PERFORMER SERVICES AND CONTENT ASSIGNMENT AGREEMENT

This agreement entitled "PERFORMER SERVICES AND CONTENT ASSIGNMENT AGREEMENT" ("Agreement") sets forth the legally binding terms for Your use of the live videoconferencing services described in this Agreement.

This Agreement is made by and between DTI Services, Inc., a California corporation (hereafter "Company" or "DTI"), operator of various on-line audio and video chat websites as defined below ("Websites") on the one hand, and _____ hereafter "You") as of _____.

RECITALS

The Company is a provider of live audio and video chat technology services ("Company's Videoconferencing Services") and a distributor and seller of and digitized copies of photographic, videographic, audio and textual works;

The Company provides Company's Videoconferencing Services in association with its online services and programs, including on-line audio and video chat services, ("Programs") accessible at the Websites.

The Company provides licensed use of the Company's Videoconferencing Services to online audio and video chat performers ("Performers") who participate as independent entities in Company's Programs to create live shows that generate revenues for Performers and Company, and recordings regarding which Company owns all rights;

You desire to use Company's Videoconferencing Services as a Performer to participate in the Programs, and in so doing to acquire a license to use Company's Videoconferencing Services and other services provided by the Company to Performer participants in its Programs;

The Company is willing to provide, subject to the terms and conditions set forth herein, a license to participate in the Programs as a Performer and in Company's Videoconferencing Services;

You desire to create shows, performances, audio and video chat sessions, educational instruction, and other activities in which You perform, model, dance, teach or otherwise engage in, that are transmitted live using the Company's Videoconferencing Services for Company in which Company will own all rights title and interest, and You further desire to create recordings of such shows, performances, audio and video chat sessions, educational instructions, and other activities that You perform, model, dance, teach or otherwise engage in that were transmitted live using the Company's Videoconferencing Services with the intent that Company would also own all rights in and to all such recorded works;

In consideration of the mutual promises and agreements contained in this Agreement and for good and valuable consideration, the adequacy, sufficiency and receipt of which is acknowledged by You and the Company (jointly referred to as "Parties"), the Parties, each intending to be legally bound, do promise and agree as follows:

1 Definitions.

1.1 "2257 Regulations" and "Child Protection Act" shall mean the regulations set forth at 18 U.S.C. §2257 et seq., 18 U.S.C. §2257A et seq., and 28 CFR Part 75 et seq., and all future

amendments thereof, if any. The terms "2257 Regulations" and "Child Protection Act" shall also mean The Child Protection Restoration and Penalties Enhancement Act of 1990

1.2 "Affiliated Content Providers" shall mean Company, Performers and/or other persons and entities that make Content available at, in, through and in association with the Websites or otherwise make Content available via participation in one or more programs provided by or in association with the Websites or via services provided by the Company.

1.3 "Content" shall mean, live online performances, whether performed by one performer or jointly with other performers, including, without limitation, live "audio and video chat", live exotic dancing, sexual fantasy performances, encounter sessions, haptically-enabled performances, adult toy demonstrations, sexual education sessions, etc., and recorded content of every kind, including digitized copies of photographic, videographic, audio, audiovisual, haptic, graphical and textual works.

1.4 "Customers" shall mean authorized adult consumer users of the Company's Videoconferencing Services, including those that purchase the right to view Your Live Performances via the Company's Videoconferencing Services.

1.5 "Customer Points" shall mean points purchased by Customers from the Websites which are then used by Customers to pay for online services offered by Performer such as access to Content.

1.6 "Derivative Works" shall mean any and all modifications, re-creations, duplications, reproductions, and compilations, of every kind, of Your Content, Promotional Materials, and/or derivative works thereof, including, but not limited to any and all, additions, alterations, enhancements, deletions, distortions, superimpositions, re-combinations, digital modifications, computer morphing, computer warping, combinations with other matter of any kind, by any device or process, regardless of whether any or all such derivations of Your Content or Promotional Materials are produced intentionally or otherwise.

1.7 "Gross Realized Revenues" shall mean the monetary equivalent of Customer Points paid by Customers for online services offered by Performer less all amounts attributable to Customer charge backs, credit card fraud, bad debt write-offs, refunds, credits and returned goods.

1.8 "Joint Content" shall mean Live Content and any and all other Content of every kind that You create jointly with other Performers and provide to the Company via or for the Programs. You agree that each item of Joint Content You upload to the Websites or use the Websites to transmit to Users shall automatically be nonexclusively licensed by You to Company for any and all uses now known or hereinafter invented, except for recordings of Live Content, regarding which You agree Company shall own all rights, title and interest, of every kind.

1.9 "Live Performance 2257 Records Service" shall mean record-keeping services provided by the Company to You pertaining to Live Performances subject to the terms of the agreement entitled "Limited Engagement of Non-Employee Third-Party Custodian of Records For Certain LIVE CONTENT Transmissions".

1.10 "Live" and "live" shall interchangeably mean "in real time" or substantially in real time notwithstanding any delays due to network latency or other delays that might occur as the result of transmission over the Internet or otherwise in association with the use of Company's Videoconferencing Service.

1.11 "Live Content", "Live Performance" and "Live Performance Content" shall interchangeably mean any Live show, modeling, posing, dancing, teaching, or any other performance or communication in which You appear that is transmitted Live or substantially Live by or through the use of Company's Videoconferencing Service.

1.12 "Performer In Good Standing" shall mean a Performer that has not breached any rule, regulation or obligation set forth in this Agreement or any other agreement between Company and Performer.

1.13 "Picture Identification Card" shall have the meaning set forth for "Picture identification card" in 28 CFR 75.1(b) of the 2257 Regulations. . (28 CFR 75.1(b)

<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&rgn=div5&view=text&node=28:2.0.1.1.30&idno=28#28:2.0.1.1.30.0.17.1>).

1.14 "Producer" shall have the meaning set forth for the term "Producer" in 28 CFR 75.1(c). (28 CFR 75.1(c)

<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&rgn=div5&view=text&node=28:2.0.1.1.30&idno=28#28:2.0.1.1.30.0.17.1>). As a creator of Content and participant in the Programs, a Performer under this Agreement also acts in the role of a Producer. Where applicable in this Agreement, You will be referred to as a Performer/Producer.

1.15 "Promotional Materials" shall mean promotional content, such as photographs, video works, promotional textual works, trailers, and biographical information provided by You to Company for storage on its servers and inclusion on its Websites in association with Your Promotional Content Area(s).

1.16 "Related Materials" shall mean all documentation required to be provided in association with Content You provide to Company, Websites or other persons, including, without limitation, 2257 Regulations documentation and rights acquisition documents.

1.17 "Services" shall mean services provided by the Company to Performer, including, without limitation, access and use of the Company's Videoconferencing Services, and the Company's billing, collection and payment services.

1.18 "Users", "Customers" and "Website users" shall interchangeably mean users of the Website, including, without limitation, visitors, customers, members, subscribers, consumer users of services provided by the Company on, in, at or through the Website, and consumer participants in programs provided by the Company in association with the Website.

1.19 "Videoconferencing Service", "Videoconferencing Services", "Company's Videoconferencing Service", and "Company's Videoconferencing Services" shall interchangeably mean one or more services provided by Company to enable live audiovisual feeds of live performances and other Live Content created by Performer to be transmitted over the Internet.

1.20 "Website(s)" shall mean various Internet websites operated by DTI at, on, or through which Company provides Videoconferencing Services to Performers, including but not limited to those websites listed on Exhibit "A" to this Agreement.

1.21 "Website Affiliates" shall mean persons and entities affiliated with the Website, including persons participating in the Company's affiliate marketing program(s), advertisers on the Website, parties providing traffic to the Website, providers of "up-sell" products and services, etc.

1.22 "Your Content" shall mean Live Content and any and all other Content of every kind, including Joint Content, if applicable, that You provide to the Company via or for the Programs or You otherwise provide to Company during the Term of this Agreement, including any personal or promotional information You provide to the Company. You acknowledge and agree that each item of Content You upload to the Website or use the Website to transmit to Users shall automatically be nonexclusively and perpetually licensed by You to Company for any and all uses now known or hereinafter invented, except for Live Content works for which You agree Company shall own all rights, title and interest of every kind as provided in Section 13.1.1 of this Agreement. You further acknowledge and agree that the Company has the right, in its sole discretion, to display, feature, advertise, show or otherwise use Your Content on any of Company's Websites, regardless of the Website(s) on which You register as a Performer or access this Agreement.

1.23 "Your Promotional Content Area" shall mean that portion of the Website provided by the Company to showcase, promote and sell copies and performances of Your Content.

2 Services Provided By Company. Subject to all the terms and conditions in this Agreement, the Company agrees to conditionally provide the following services ("Services") to You during the Term of this Agreement:

2.1 Good Standing. Subject to the terms of this Agreement and Your continued status as a Performer In Good Standing, Company will provide You with use of the following:

2.1.1 A website where You may transmit sound and video content to Customers in accordance with this Agreement and the Rules and Regulations of the respective Websites;

2.2 Limited License. Subject to the terms and conditions in this Paragraph 2.2 and elsewhere in this Agreement, and Your continued status as a Performer in Good Standing, Company grants to You the right to use Company's Videoconferencing Services to transmit live performances by You via the Internet.

2.2.1 Own Equipment. You agree that use of Company's Videoconferencing Services requires that You provide, at Your sole cost and expense and solely for Your own benefit, all equipment necessary to access and use the Company's Videoconferencing Service from Your broadcast location, including, without limitation, a computer, a video camera that is built into or connects to, the computer, and a broadband Internet connection of at least <http://en.dxlive.com/performer/handbook/faq.html>.

2.2.2 Production Decisions. Subject to the restrictions regarding the prohibited use of Company's Videoconferencing Service set forth in this Agreement, You shall be exclusively responsible for determining when, where and how You will produce Live Content and what such Live Content will be.

2.2.3 Props. You agree with respect to the production of Your Live Content, to provide, among other things, all furniture, props, and materials used to furnish or decorate the broadcasting location.

2.2.4 Supervise Performances. You shall provide, and shall be solely responsible for the control, supervision and monitoring of all performances in and production of Your Live Content. You acknowledge and agree that Company does not, and shall not, assume any obligation to monitor or supervise the creation or transmission of Your Live Content or Your communications with any Users of the Website. Nothing herein, however, shall be construed to prohibit

Company from exercising its unlimited right to view, inspect or otherwise determine if the production of Your Live Content, and Your conduct complies with this Agreement.

2.2.5 Artistic Control. Subject to the restrictions regarding the prohibited use of Company's Videoconferencing Service, You shall exercise Your own artistic discretion and solely at Your own expense and for Your own benefit with respect to the production of Your Live Content.

2.2.6 Performer - Customer Disputes. Disputes between You and Customers regarding the Your video, oral, or written content shall be resolved between You and the Customers and DTI shall have no obligations or liability regarding such disputes.

2.2.7 Intended Independent Contractor Status. You acknowledge and agree that it is the Parties' intent that You will produce Your Live Content for Company as an independent contractor. Both Parties desire that their relationship under this Agreement be construed in a manner not creating any employer-employee relationship to the fullest extent under law. You agree not to bring any action against the Company, or support any person or entity's claim against Company, alleging that You were at any time during the Term of this Agreement, an employee of Company or any person or entity controlled by the Company. You shall be solely responsible for paying any and all taxes on any and all monies paid to You as a direct or indirect result of Your use of the Company's Videoconferencing Services.

2.2.8 No Employer-Employee Relationship. You and the Company have the right to change the jurisdiction and choice of law provisions of this Agreement in order to prevent any finding of an employer-employee relationship.

2.2.9 Equipment Compatibility. It is Your sole responsibility that any equipment You use with Company's Videoconferencing Services is compatible with the Company's systems.

2.3 Customer Inquiries; Pricing. A third party, Allbright Information Services, Inc. will be responsible for handling all Customer inquiries, product orders, billing and collection, except for disputes regarding content provided by You. Pricing of Performer's products and services is totally within DTI's discretion and DTI reserves the right to change the pricing structure, terminate any special offers, discontinue products or services, or change the terms under which products or services are offered at any time, without any advance notice.

2.4 Technical Support. Company and/or its designated agent(s) shall provide technical support to You regarding the uploading of Content and Promotional Materials to the Website, and the use of Company's Videoconferencing Services.

2.5 Limitations.

2.5.1 Screen Name. If Company assigns You a screen name ("Screen Name"), You acknowledge and agree that any and all such Screen Names shall at all times be the exclusive intellectual property of DTI, and shall not be used by You in association with any other Internet service without the written consent of Company.

2.5.2 Company Rights To Terminate Your Participation. Notwithstanding anything to the contrary in this Agreement, the Company has the right, in its sole discretion, to terminate, suspend or modify Your participation in the Programs, Your status as a Performer, Your right to receive Services from the Company, and/or Your authorization to access the Company's servers, software, or the Website in general, at any time, with or without prior notice or cause.

2.5.3 Company May Modify Or Terminate Services. You acknowledge and agree that Company shall at all times have the unfettered right to modify, suspend or terminate any and all Services provided to any and all Performers, including You, Affiliated Content Providers and/or

users of the Programs at any time with or without cause and without any prior notice. You acknowledge and agree that DTI shall not be liable to You for any damages caused by such changes.

2.5.4 Interruptions in Service. DTI may shut down the Websites without prior notice for server maintenance and for unexpected troubles with servers, lines, disasters, or other unforeseen interruptions. DTI provides no guarantees whatsoever regarding the performance of the Services. DTI shall not be liable for direct and/or consequential damages resulting from changes, interruptions, or cancellation of the Services, or from loss, damage to, disclosure, and/or misuse of data.

3 Compensation, Performer Earnings, Online Statement And Other Payment Matters.

3.1 Compensation. As full compensation for all services, Content and rights granted and provided by You to Company under this Agreement, the Company agrees to provide You with the following compensation:

3.1.1 Performer Derived Revenue. Revenue for Performer's participation in the Programs is generated by the Websites selling Customer Points to Customers who then use such Customer Points to pay for access to Performer Content and other online services offered by Performer. Each point has a set price and DTI may, in its sole discretion and for any reason whatsoever, modify the price charged per point. If any change is made in a point's set price, such changes will be posted on the Website(s). It shall be Your obligation to check the Websites for any such changes.

3.1.2 Payments to Performer; Compensation to Company. DTI shall remit to the Performer an amount equal to thirty percent (30%) of the Gross Realized Revenues ("Performer Earnings") generated by the Content; provided, however, that if You participate in creating Joint Content with another Performer(s) You acknowledge and agree that the Performer Earnings will be paid only to one of the Performers ("Designated Performer") who all of the Performers creating the Joint Content have designated and it is the Performers' responsibility to inform DTI who has been selected as the Designated Performer. If the Performers who create the Joint Content do not select a Designated Performer, DTI shall select as the Designated Performer to receive payment of the Performer Earnings that Performer who has been using the Company's Videoconferencing Services for the longest period. If You are not the Designated Performer it is solely Your responsibility to make arrangements with the Designated Performer to receive compensation from the Designated Performer with respect to such Joint Content and You agree that Company shall have no obligation to provide You compensation or to assist You in obtaining compensation from the Designated Performer with respect to any Joint Content. . You agree that the Performer Earnings (as adjusted) paid by DTI under this Agreement is the only compensation DTI is obligated to pay for Your Content or any other services or products provided by You under this Agreement.

Payments will only be made by the Company when requested by Performer. Requests for payments arising from revenues generated on or before the last day of any given month must be requested by the Performer during the period falling between the 1st and 5th day of the following calendar month and will be paid by the Company on or about the 20th day of the calendar month when the request is made.

Additionally, DTI does not send payment if the total amount due Performer does not exceed Two Hundred Dollars (\$200.00). Amounts below Two Hundred Dollars \$200.00 will accrue to Performer account and payment will be made for the period when Performer achieves the minimum Two Hundred Dollars \$200.00 amount. You agree that the remaining Seventy Percent (70%) of the Gross Realized Revenues will be retained by Company as compensation for carrying out its obligations under this Agreement.

3.2 Remittance. Absent a contrary written agreement between Performer and Company, Payment will be made by wire transfer. Wire transfers shall be made to the account Performer has provided to the Company. Performer will be responsible for all wire transfer or other fees associated with payment.

3.3 Payment Limitation. Performer Earnings shall terminate when any of the following occurs (i) You cease to be a Performer, (ii) You cease to be a Performer In Good Standing, (iii) Company has terminated this Agreement, (iv) Company has terminated the Programs or such parts of the Program that generate Gross Realized Revenues or Performer Earnings, or (v) You have not logged-in to the Video Conferencing Service (including free chat window and chat session) for the past 12 months and Performer Earnings is less than the equivalent of 99.9 Customer Points (except that this subsection (v) will not apply if You have logged in to the Performer log-in page within the past 12 months). Upon such termination, Company's licenses and rights in and to Your Content provided to Company, shall be unaffected and remain in full force and effect in perpetuity. In addition to the termination of Performer Earnings, if any event described in this Section 3.3 (i), (ii), (iv) or (v) occurs, the Company shall have the right, in its sole discretion, to terminate this Agreement by giving notice as provided in Section 18 below.

3.4 Adjustments. You agree that any calculation of the Performer Earnings shall always be subject to adjustments ("Adjustments"), including:

3.4.1 any and all legal fees and costs and damages resulting from any breach of any warranty and/or material provision set forth in this Agreement by You;

3.4.2 any and all fees or costs associated with Company providing non-employee third-party custodian maintenance of Your 2257 records associated with the use of Company's Videoconferencing Services through its "Live Performance 2257 Records Service" (Currently there is no charge for this service); and

3.4.3 any and all additional costs or expenses resulting from a force majeure event.

3.5 Only Sales Of Company Products And Services On Website; Exclusive Payment Processing. You shall not market, promote or sell any products or services that are not Company's products or services, unless You have received express prior written authorization from Company. All financial transactions pertaining to the sale of products and services available in, at or on the Website shall be exclusively processed through the Programs' e-commerce engines using Company's merchant payment processor ("MPP").

3.6 Excessive Chargebacks. Company shall have the right to deny or withhold any and all payments under this Agreement and Company shall have the right to terminate this Agreement, if, as determined by Company, there has been an abnormal number of chargebacks or cancellations of purchases, memberships or subscriptions associated with Your Promotional Content Area or Your account.

3.7 Forfeiture. You agree that if you breach any provision of this Agreement, including, without limitation, if You engage in any prohibited conduct or breach any warranty, Company

shall be entitled, at Company's election and discretion, to terminate Your participation in the Program, with forfeiture of all of Your unpaid Performer Earnings, recover all damages resulting from any and all such actions, and permanently bar You from ever participating in any Company Program again.

4 Code Of Conduct. You agree to use the Website(s) and Services provided by the Company in accordance with the following Code of Conduct and that Company may terminate Your right to use or access the Videoconferencing Services, the Websites, and any other Services provided by the Company to for violating any of these provisions:

4.1 You shall not use the Website or any of the Company's Videoconferencing Services unless You have fully, truthfully, and accurately completed the Registration Form and You have submitted copies of genuine documents that prove that You are at least 18 or the legal age of majority in the legal jurisdiction in which You reside.

4.2 You shall never give out through the Programs or any use of Company's Videoconferencing Services any real personal information about You, another Performer or any Customer.

4.3 You shall never solicit or engage in personal contact of any kind with Customers.

4.4 You shall not communicate to any Customer any other locations on the Internet at which You are or will be performing, or any other ways to view or contact You or any other Performers.

4.5 All persons who appear in Performer's Content offerings must be the older of at least 18 years of age or the legal age of majority in the legal jurisdiction in which the person resides and must also sign a Performer Services and Content Assignment Agreement (This Agreement) prior to appearing on your program.

4.6 You shall not use any of the Company Videoconferencing Services or Websites to transmit, display or otherwise disseminate any live show or other Content depicting bestiality, excretory functions, including urination/defecation, etc (golden/brown showers/enemas, etc), fisting (all five knuckles penetrate), incest, extreme sado-masochism or bondage presented in a sexual context (depictions of rape, torture, etc), or any other conduct which may be judged "obscene" by the standards of Your community, or the community of those persons to whom You transmit the Content.

4.7 You shall not expose nipples, genitalia, rectum, or pubic hair in a free chat window, or in any areas of the top page or cover page of the Websites.

4.8 You shall take appropriate measures to be sure that Your broadcasting image is at all times clear, in-focus, well lit and tastefully designed.

4.9 You shall face the camera in Your shows, performances, and other use of the Company's Videoconferencing Services.

4.10 You shall at all times while logged-in for use of the Videoconferencing Services actively chat with Customers.

4.11 You shall not use bulk e-mail (spam) to promote Your shows, performances or other Content.

4.12 You shall not perform on the Websites or otherwise use any of the Company's Videoconferencing Services using any performer's identification other than Your own performer identification.

4.13 You shall not use the Website or any Services provided by the Company to engage in any form of illegal conduct, harassment or offensive behavior, including libelous, slanderous, abusive or defamatory statements, or racist, obscene or offensive language, or that promotes unlawful activities such as gambling or pyramid schemes. You and all of Your Content shall at all times comply with all the laws of the city, state, province and/or country, in which you live.

4.14 You shall not in any way simultaneously participate in, log-in or transmit Your image or voice to any other live web cam/audio and video chat site while participating in, or while You are logged-in as a Performer of, the Programs without the express written consent of the Company.

4.15 You shall not refer any Customer or other performer to any competitor of the Company or the Programs.

4.16 You will not market, promote or sell any products or services in, at, or through Your use of the Website or Company's Videoconferencing Services that are not Company's products or services.

4.17 You will not engage in any attempt to redirect a Customer or other User of the Website, or any other Performer, to another website or videoconferencing service without Company's express written consent.

4.18 You agree not to use the Websites, any Content or any service provided by the Company to advertise, promote, market or make or publish any offer to buy or sell, or otherwise engage in any transaction relating to any controlled substances, illegal products or prohibited activities, including, without limitation, any pharmaceutical products, online gambling, prostitution, counterfeit or stolen articles, registered or unregistered securities.

4.19 You will not directly or indirectly engage in any activity that impersonates, or falsely indicates an affiliation with, any person or entity, including, without limitation, any false affiliation with the Company or any employee or agent of the Company.

4.20 Neither You nor Your Content shall disclose any confidential information such as passwords or serial numbers.

4.21 You will not use the Website or any Services provided by the Company to infringe the privacy rights or property rights of others.

4.22 You will not upload any Content to the Website or download or access any Content available at or in association with the Website that does not comply with the community standards of the community from which You desire to upload Content and to which You desire to have such content delivered or transmitted.

4.23 You acknowledge and agree that the Company shall, at no time, have any obligation to monitor any Content that has been uploaded to the Website or otherwise provided to the Company for publication on, in, at or in association with, the Website or Services, including, without limitation, Your Content and the Company may remove or block any such Content without notice.

4.24 You agree that if You are working with a third-party that introduced You to the Company to become a Performer who is receiving payment from the Company based on revenues generated by You using the Company's Videoconferencing Services ("Agent"), You may register with only one such Agent.

4.25 You agree that all the provisions of this Code of Conduct, as well as all the provisions set forth in the Prohibited Content section below, and all other provisions pertaining to Your use of the Video Conferencing Services and/or the Website, shall fully apply to each and every person

with whom You render a performance using the Video Conferencing Services and/or the Website. You further acknowledge and agree that You shall be jointly and severally responsible for any and all acts and omissions by such persons, and that You shall fully indemnify the Company from any and all damages resulting from such uses of the Videoconferencing Services by such persons.

5 Prohibited Content. No Content or materials uploaded to the Websites or otherwise transmitted to the Company by You and no other use of the Websites, any of Company's server's, software or Services shall comprise, include, contain or be associated with any of the following:

5.1 Any depiction of any person who is under the age of 18 and regardless of whether such depiction includes a person who is a participant, a bystander or is depicted by accident (no exceptions);

5.2 Any depiction of actual or simulated sexual conduct, lascivious exhibition of the genitals or the pubic area, sadomasochistic abuse, nudity or partial nudity involving an age inappropriate-looking adult, i.e., an adult that appears younger than 18 years of age;

5.3 Any depiction of

5.3.1 bestiality (i.e., sexual contact between humans and animals);

5.3.2 necrophilia (i.e. sexual contact with a corpse);

5.3.3 urination and/or defecation;

5.3.4 "fisting"(the insertion of a hand or foot beyond the third knuckle into a vagina or anus);

5.3.5 sexual torture or rape;

5.3.6 realistic sado-masochistic abuse;

5.3.7 mutilation,;

5.3.8 actual infliction of pain; or

5.3.9 sexual humiliation;

5.4 Any depiction that violates the community standards of Your community or that offends public order or morals.

5.5 Any depiction that violates any law, regulation or rights of any person or entity, including any depiction that infringes any person's or entity's copyrights or trademark rights or depicts a trademark or brand name that is not owned by or licensed to You;

5.6 Any depiction of a person who has not provided his or her permission to be in the depiction;

5.7 Any depiction advocating unlawful activity or violence or promoting any illegal product or service, including, without limitation, gambling or pyramid schemes.

5.8 Any communication with a terrorist or a terrorist organization;

5.9 Any communication or Content that is threatening, abusive, hateful, defamatory, libelous, slanderous, scandalous or injurious to the reputation of any person or entity or promotes discrimination based on race, sex, sexual orientation, religion, nationality, ethnicity, disability or age;

5.10 Any malicious code, including, but not limited to computer viruses, Trojan Horses, worms or spy ware;

5.11 Any code that provides a "backdoor" into Company's or Company's agent's computer servers; or

5.12 Any hyperlink, cookie or other embedded instruction initiated, used, planted or incorporated in any way into any Content or any of Company's software or equipment without Company's express prior written consent.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ALL THE PRECEDING PROHIBITED CONTENT TERMS FULLY APPLY TO ALL PARTS OF EACH AND EVERY SHOW AND OTHER LIVE PERFORMANCE, AND ALL OTHER COMMUNICATIONS BY YOU THROUGH THE USE OF THE COMPANY'S VIDEOCONFERENCING SERVICES.

6 Rules Enforcement. The Company may take necessary action (as determined in Company's sole discretion) to enforce the Code of Conduct, the Prohibited Content provisions, other Company rules and regulations, and/or other provisions of this Agreement. If You violate any part of the Programs' Rules and Regulations, or other provisions of this Agreement, Company can and may, in its sole discretion and without waiver, do one or more of the following: (i) Remove Your Content from the Website; (ii) temporarily or permanently suspend any and all Services provided by the Company to You, and/or (iii) terminate this Agreement between the Company and You. Additionally, due to the fact that the damages that Company would incur as a result of a breach of any of the provisions set forth hereinabove would be extremely difficult to ascertain, in addition to any and all other remedies available to Company under either law or in equity, You and the Company agree that, if You breach any such provision, You shall be liable for liquidated damages in an amount equal to one hundred percent (100%) of all Performer Earnings payable to Performer when the breach is discovered.

7 Rights In Content And Promotional Materials. You covenant that You own, all rights, title and interest in all Content, including but not limited to music, that You upload to the Website and/or transmit in association with the use of Company's Videoconferencing Services and that You have sufficient rights in such Content to grant to Company the rights as set forth in this Agreement.

7.1 Payment to any persons (including but not limited to models, actual human beings, partners, employees, independent contractors, etc.) who render services regarding and/or appear in, Your Content, is Your sole responsibility, and You warrant that all such persons shall not have any claims whatsoever against DTI.

7.2 You are solely responsible for all costs associated with the production of your Content including the cost of purchasing and maintaining equipment.

8 Documentation Of Rights. You must have clear documentation of Your ownership of rights in and to Your Content and all Promotional Materials as required to comply with Paragraph 7 above, including model releases and assignments from persons who have contributed to creation of the Content. You agree to produce copies of such documentation to the Company or the Company's agent(s) upon demand within five (5) business days.

9 Compliance With 2257 Regulations. You agree, promise and warrant that, as a material term of this Agreement, all of Your Content, including, without limitation, Your Live Content and Promotional Materials, that You upload to the Website or otherwise provide to the Company, or use in association with any Services provided by Company, will at all times be fully compliant

with all the requirements set forth in the 2257 Regulations and shall have been produced in accordance with all applicable provisions of the Child Protection Act. You further agree, promise and warrant that You shall keep all records required by the 2257 Regulations and each item of Your Content or Promotional Materials provided to the Company that is subject to 2257 regulations shall have an accurate and proper compliance statement. In addition, if You reside in a jurisdiction other than the United States (a "Foreign Jurisdiction"), or You are submitting Your Content from a Foreign Jurisdiction, You shall also keep all records as may be required under the laws of such Foreign Jurisdiction regarding such Content. You expressly agree that You will not upload any Content to the Company's servers or otherwise cause any Content to be displayed on the Website or transmitted via or through the Programs or otherwise by or using the Company's Videoconferencing Services for which You have not previously provided to Company or Company's designated record-keeping agent(s) copies of all the records required by the 2257 Regulations to be maintained by a "Producer" as that term is defined in the 2257 Regulations.

10 No Transfer Of Rights. You shall not, under any circumstances, have the right to transfer or assign Your license to use the Website or any Services or products provided to You by Company as a Performer In Good Standing. You acknowledge that any attempted transfer or assignment of any such rights shall be void from the beginning.

11 Required Materials; Transmission Of Materials. You must provide the Company with all of the following materials in the manner indicated before any of Your Content can be exhibited through the use of the Company's Videoconferencing Services and before the Company will provide You with any other Services:

11.1 Original Agreement.

11.1.1 You must provide to the Company a signed and dated copy of this Agreement. As provided in Section 30 (E-Sign Act) of this Agreement, this document may be sent to the Company electronically provided that it has been properly executed by electronic signature.

11.1.2 You agree, however that if for any reason Company determines in its sole discretion that You shall provide Company with a signed original copy of this Agreement in hard copy form, You agree to do so immediately upon demand. In such case, You agree that the effective date of such hard copy shall be the Effective Date of the first purported executed version of this Agreement, regardless of whether the first executed version was executed by a valid or invalid electronic signature.

11.1.3 You also agree that this Agreement shall become a binding contract by Your manifesting acceptance by any means, including, without limitation, by and upon the first occurrence of any of the following:

11.1.3.1 Your execution of this Agreement by any form of electronic signature;

11.1.3.2 Your accepting or using any service provided by the Company regarding the Website;

11.1.3.3 Your uploading of any Content to the Website, including any Live Show or Performance, or otherwise providing of any Content to Company or any Users by or through the Website;

11.1.3.4 Your receipt of any payment from Company pursuant to this Agreement;

11.1.3.5 Your oral acknowledgement of this Agreement; or

11.1.3.6 Any act that indicates in any other manner Your acceptance of this Agreement

11.2 Picture Identification Card. You must provide the Company with proof that You are an adult. This requires that You send to the Company or its designated agent a copy of Your government issued Picture Identification Card showing that You are currently an adult. Such ID must be compliant with the identification document requirements of the 2257 Regulations. Your Picture Identification Card shall:

11.2.1 be issued by a governmental entity, and that if the content is being produced in the United States, that entity is the United States or a state of the United States;

11.2.2 include the performer's legal name;

11.2.3 state the type of identification document it is (e.g., a California driver's license or a U.S. Passport);

11.2.4 include an identification number issued by the governmental entity on the document;

11.2.5 include the performer's date of birth;

11.2.6 be currently valid and include an expiration date that has not past.

This document must be sent with the electronically signed original of this Agreement as required in Paragraph 11.1 above. You will not attempt to transmit any Content or use any of the Company's Videoconferencing Services before the Company has received a copy of Your photographic ID and has indicated that You are a Performer In Good Standing.

11.3 Photographs. You agree to provide quality photographs and images of Yourself to DTI for the purposes of promoting You and the Websites. Such photographs and images must meet the photograph guidelines provided by the Programs or DTI. (guidelines:

<http://en.dxlive.com/performer/gallery>). Performer is prohibited from performing in any chat sessions or performances before uploading the photographs and images in the gallery. You acknowledge and agree that DTI may, in its sole discretion and for any reason, modify said photographs and images in any manner it shall deem appropriate, or replace said photographs and images with new or better photographs and images.

11.4 Content And Promotional Materials. Exhibition of Your Live Show, Performance or other Content on the Website requires that each of the works must be identified by an associated unique name or alphanumeric identifier. The procedures for using the Company's Videoconferencing Services and any other Services offered involving Your Content and/or Promotional Materials are set forth in detail on the Websites. You agree, promise and warrant, as a material provision of this Agreement and as an absolute condition for the Company's granting permission to You to access the Company's or its designated agent's computers and databases the following:

11.4.1 You will only transmit or upload Content to the Company's or its designated agent's computer servers that are compliant with all the requirements and prohibitions set forth in this Agreement and will do so only after submitting documents required by the Company; and

11.4.2 You will not do so from any location where such Content or Material is illegal or prohibited.

11.5 2257 Documents and Information. You expressly agree that all of the following documents relating to federal record keeping required by 18 U.S.C. § 2257 et seq., 18 U.S.C. § 2257A et seq., and 28 CFR 75 et seq. shall be provided by You at the time You provide Your Content to the Websites:

11.5.1 True and complete information as to Your identity as required in the Registration Form filled out by You prior reviewing and entering into this Agreement;

11.5.2 For each person depicted in Your Content, a legible copy of a photographic identification document that satisfies the identification document requirements of the 2257 Regulations as follows: a picture identification card that includes the performer's legal name and date of birth as well as a recent and recognizable picture of the performer;

11.5.3 A specific and unique alphanumeric identifier for each of Your Content works;

11.5.4 The legal names of each person appearing in Your Content;

11.5.5 All the other names of each person appearing in Your Content of which You are aware, including their maiden names, stage names, performer names, nicknames, professional names, pseudonyms, aliases and other names;

11.5.6 The date of production of each of Your Content works; and

11.5.7 The date of birth of each person appearing in Your Content as that date appears on the photographic identification document.

11.6 You Are Solely Liable For Content, Promotional Materials Provided. You agree that You shall be solely liable for all of Your Content and Promotional Materials You provide for exhibition, performance, including live performance through Company's Videoconferencing Services, and/or sale via the Website, regardless of the fact that they have been licensed to the Company.

11.7 You Are Solely Liable For All Costs Associated With The Production Of Your Content. You are solely responsible for all costs associated with the production of Your Content including the cost of purchasing and maintaining equipment and payment to persons who appear in or perform services related to your Content. You agree to indemnify the Company, and hold it harmless from any and all claims that might be brought against the Company regarding payment of costs to produce Your Content.

11.8 Limitation Of Company's Liability For Submitted Content. You agree that Company shall not be responsible or liable in any way or to any degree for the loss or damage to any of Your Content, Promotional Materials, records, documents or any other materials supplied or submitted by You to the Company or to the Company's designated agent(s).

12 Agreement To Act As Company's Limited Agent; Company As Your Third Party Custodian.

12.1 Limited Appointment To Act As Company's Agent. Company appoints You as Company's agent for the limited purpose to inspect each of the identification documents that are required to be presented by each person that appears in an item of Your Content that is uploaded to the Websites by You.

12.2 Picture Identification Cards. You will check and verify that each Picture Identification Card be valid and proper under the 2257 Regulations prior to the time You provide Company with a copy of same in compliance with Your obligations to provide such Picture Identification Card copies when uploading content to the Website and/or logging on to use Company's Videoconferencing Services. You agree that You shall check to be sure that each Picture Identification Card meets the requirements set forth in Section 11.2 of this Agreement.

12.3 Duty To Inspect Identifications. You agree, as a material term of this Agreement, to inspect each of the Picture Identification Cards of each and every person that appears in Your

Content that is subject to the 2257 Regulations, including such Content that is uploaded by You to the Website, or created in association with the use of Company's Videoconferencing Services, and to perform such inspections each time Content is produced by You prior to the time such Content is produced. Further You agree that each time You upload Your Content subject to the 2257 Regulations to the Website, and each time You create or transmit Live Content subject to the 2257 Regulations by, through or with the use of Company's Videoconferencing Services, You will attest to (i) the fact that You have inspected the Picture Identification Card documents appurtenant to such Content and (ii) the fact that You have determined after such inspection that such documents appear to be genuine, authentic, legible and of the kind required by the 2257 Regulations.

12.4 Termination Of Appointment. You acknowledge and agree that Your appointment as Company's agent to inspect identification documents shall end when this Agreement is terminated for any reason or when You cease to be a Performer. You acknowledge and agree that Company may terminate Your appointment as its agent at anytime, with or without cause, in Company's sole discretion.

12.5 We Will Rely On Your Inspections. You acknowledge and agree that Your obligation to inspect the subject Picture Identification Card documents associated with Content You upload to the Website or transmit in association with the Company's Videoconferencing Services involves an important requirement set forth in the 2257 Regulations and Company will depend on You to make all such inspections, without fail, regarding Your Content. You agree to fully indemnify the Company for any failure to perform the identification document inspections.

12.6 No Additional Compensation. You acknowledge and agree that Company shall not be required to provide You with any additional compensation for the performance of Your obligations set forth in Paragraphs 12.1 through 12.5 above.

12.7 Requirement Of Engagement Of Company Or Company's Designee To Be Your Non-Employee Third-Party Custodian Of 2257 Regulation Records.

12.7.1 Violation Of Any 2257 Regulation Is A Federal Crime. You acknowledge that any violation of any of the requirements of The 2257 Regulations by You is a federal crime. You acknowledge and agree that Your full and uninterrupted compliance with all of the 2257 Regulations is critically important and a material term of this Agreement. Your promise of full compliance with the 2257 Regulations was a material inducement for Company to enter into this Agreement with You.

12.7.2 Records Must Be Kept At Producer's Office Or At Office Of Third Party Record Keeper Engaged By You. You acknowledge that the 2257 Regulations require that the records required to be kept by a "Producer", as that term is used in the 2257 Regulations ("2257 Regulation Records"), must be kept at the office of the Performer/Producer or at the location of a third-party record-keeper engaged by the Performer/Producer for the purpose of maintaining the Performer/Producer's records required by the 2257 Regulations. You also acknowledge that the 2257 Regulations also require that a compliance statement be affixed to depictions subject to the 2257 Regulations indicating where the aforementioned records are kept.

12.7.3 Required Engagement Of Company To Be Your Third-Party Record-Keeper. You agree that, as a material condition for Your use of the Company's Videoconferencing Services, and as a requirement that must be satisfied before You transmit any Content using Company's Videoconferencing Services, You shall retain Company as a third party custodian of 2257

records and You shall execute the agreement entitled "Limited Engagement of Non-Employee Third-Party Custodian of Records For Certain LIVE CONTENT Transmissions".

12.7.4 You Must Also Keep The Records Required By The 2257 Regulations. You acknowledge that the 2257 Regulations require that each Performer/Producer is still responsible for proper maintenance of the records required to be kept by the Performer/Producer by the 2257 Regulations even if a non-employee third-party custodian of records is engaged to perform that task. You acknowledge and agree that You will generate and maintain Your own records required by 2257 Regulations with respect to Live Performances and other Content at all times that Company acts as Your non-employee third-party custodian of records.

12.7.5 Company May Terminate Its Engagement To Be Your Non-Employee Third-Party Custodian of Records At Any Time. You acknowledge and agree that Company shall have the right to terminate, in its sole discretion, Your engagement of the Company as Your non-employee third-party custodian of records.

12.7.6 YOU ACKNOWLEDGE AND AGREE THAT COMPANY'S AGREEMENT TO ACT AS YOUR THIRD PARTY RECORD KEEPER AND MAINTAIN 2257 REGULATIONS RECORDS PERTAINS TO LIVE PERFORMANCE CONTENT ONLY AND NO OTHER CONTENT.

13 Grant Of Intellectual Property Rights Required.

13.1 Live Content.

13.1.1 Company Shall Exclusively Own All Rights to Live Content Works. You agree that all Live Content works created during the Term of this Agreement shall be Works in which Company shall own all rights of every kind from the moment such Live Content work is being created, including all rights in recordings of same and all future created rights and the rights to make Derivative Works of the recordings. You agree that You shall be obligated to immediately transfer all rights, title and interest of every kind in and to all such Live Content works, including recordings. You acknowledge that You are not entitled to any compensation for transfer of these rights other than specifically stated in Section 3 above.

13.1.2 License To Company. Performer licenses to DTI the exclusive, perpetual right to present and otherwise exploit all recorded images, motion pictures, audio, text, and derivative works, resulting or otherwise derived from Your use of the Company's Videoconferencing Services, including without limitation, Performer's past and present video sessions and Content.

13.2 Promotional Content.

13.2.1 You agree to grant to Company all of the following perpetual, irrevocable, nonexclusive rights and licenses with respect to all Promotional Materials that You upload to the Website for inclusion in Your Promotional Content Area or otherwise provide to Company for any reason:

13.2.1.1 To display, copy, reproduce, publish, exhibit, broadcast, transmit, communicate, perform, distribute, disseminate, market, promote, sell, rent, license and otherwise use any and all of Promotional Materials throughout the Universe by any and all means, and in any and all media, now known or hereinafter invented including to make Derivative Works;

13.2.1.2 To associate with the Promotional Materials trademarks, service marks, trade names, logos, any name or no name, and any and all promotional materials and programs that Company deems appropriate, in Company's sole discretion;

13.2.1.3 To use all names, likenesses, voices and personas of all performers and other persons appearing in the Promotional Materials and Derivative Works thereof everywhere in the

universe, in any and all media and by any and all means or technology now known or hereafter developed;

13.2.1.4 All other rights of every kind, including, without limitation, future created rights that You may obtain regarding the Promotional Materials and/or Derivative Works;

14 Other Representations.

14.1 At least 18. YOU AFFIRM AND WARRANT THAT YOU ARE CURRENTLY AT LEAST 18 YEARS OLD (AND NO LESS THAN THE AGE OF MAJORITY WHERE YOU LIVE) AND YOU ARE NOT LOCATED IN A PLACE WHERE THE CONTENT YOU ARE CREATING AND TRANSMITTING IS PROHIBITED BY LAW, AND YOU WILL NOT ACCESS THE CONTENT OR THE WEBSITE FROM ANY SUCH PLACE.

14.2 Possession Of Copy Of This Agreement. You affirm that You have downloaded a copy of this document.

14.3 Electronic Duplicate Agreement Availability. You affirm that You have been informed that a duplicate executed electronic copy of this Agreement is available at <http://en.dxlive.com/performer/terms.html>.

14.4 Company's Ownership Of Intellectual Property. You acknowledge and agree that all trademarks and service marks used by Company, now or in the future, in or in association with the Programs, the Websites, other Company websites and/or other Company products and services, including, without limitation the names of the Websites, including but not limited to, listed in Exhibit "A" to this Agreement and "DTI", constitute valuable Company property in which Company reserves all rights and in which You shall not, at any time, obtain any proprietary, intellectual or other rights whatsoever. You also acknowledge and agree that all Company copyrights and other intellectual property rights owned by Company or any associated entity that are used or embodied in or in connection with the Programs, other Company websites and/or other Company products and services shall be and remain at all times the Company's sole property.

14.5 No Reliance On Other Representations. You acknowledge and agree that You have not executed this Agreement in reliance upon any representation or promise by any of Company's principals, officers, directors, other principals, shareholders, employees, representatives, agents, attorneys, affiliates, assigns or successors that is not expressly set forth in this Agreement.

14.6 No Joint Or Collaborative Venture. You acknowledge and agree that, except as specifically stated otherwise, nothing in this Agreement is intended by the Company or You to create or constitute a joint or collaborative venture or partnership of any kind between You and the Company. You acknowledge and agree that You will at all times be an independent contractor and that no employer-employee relationship is contemplated by this Agreement and it is our mutual intent that no such relationship ever arise in association with the subject matter of this Agreement.

14.7 No Warranties Regarding Your Content. You acknowledge and affirm that Company has at no time made, and does not make, any representations, guaranties or warranties of any kind with respect to the exhibition of Your Content or Promotional Materials on the Websites.

14.8 Services Provided "As Is". You acknowledge and agree that any and all services and materials provided to You by the Company and/or its designated agent(s) are provided to You

"as is", and that Participation in the Programs or Your use of the Websites is solely at Your risk and Company disclaims all warranties, express or implied.

15 Other Required Conduct.

15.1 Full Compliance With FTC Regulations. You and all persons under Your control or authority shall at all times fully comply with all United States Federal Trade Commission ("FTC") statutes, regulations, rules, policies, and advisory opinions. You expressly agree that You will fully, fairly and accurately describe the products and services that are offered and/or sold on, at, in or through the Programs.

15.2 Termination For Unlawful Electronic Communications. You agree that Company has the right to immediately, and without notice, terminate access to Your Promotional Content Area(s) and other participation in the Programs, if Company, in Company's sole and exclusive judgment, concludes that You have engaged in the use of any form of transmission of unlawful unsolicited bulk email, newsgroup postings, password selling or trading, warez, IRC posting or any other form of spamming.

15.3 Liability Waiver and Release. To the maximum extent permitted by law, You release and hold harmless the Company, and its parents, subsidiaries, affiliates, officers, directors, employees, agents, attorneys, and representatives ("Released Parties") from any and all responsibility and liability, including, without limitation, any and all responsibility and liability for any injuries, losses, or damages of any kind, including compensatory, direct, incidental, consequential, punitive, and or other arising out of, relating to, or associated with Your activities as a Performer and/or participant in the Programs, Your use of the Programs, and/or Your receipt of or use of Services. You further agree that neither You nor any successor or assign will initiate any legal action of any kind against any Released Parties regarding any type of loss or injury You might suffer if that loss or injury arises out of, relates to, or is in any way associated with, the Programs or any service provided to You by Company. You acknowledge and agree that the waivers and release of liability and the promise not to bring any action against any Released Parties set forth in this Paragraph are material inducements for Company to enter into this Agreement and Company would not do so without such inducement.

16 Indemnification. You agree to defend, pay the costs of defense, indemnify, and hold Company, its parents, subsidiaries and related entities, and all of their owners members, officers, directors, other principals, shareholders, employees, contractors, agents, attorneys, affiliates, successors, assigns, and representatives harmless from and against any and all actions, suits, claims, causes of action, proceedings, judgments, awards, fines, penalties, executions, liens, losses, damages, costs, charges, including reasonable attorney's fees, expert fees, other litigation costs, and all other losses and other liabilities related to, arising from, arising under, or relating to (i) a breach by You of any provisions or obligations under this Agreement and/or (ii) any actions, suits or claims brought by any and all third parties. You agree that You shall not settle any claim or liability subject to Your duty of indemnification set forth herein without the prior written consent of Company. You further agree that Your indemnification obligations, as set forth herein, shall survive the termination of this Agreement for any reason.

17 Effective Date; Term.

17.1 Effective Date. The Effective Date of this Agreement shall be the earliest date of (i) Your execution of this Agreement by any means, or (ii) Your use of any services provided by the Company, including, without limitation, Your use of any Videoconferencing Services.

17.2 Term. The Term of this Agreement shall commence on the Effective Date and shall continue until terminated by the Company or You as follows.

17.2.1 This Agreement may be immediately terminated by Company at any time with or without cause. Company may provide notice of termination by email, facsimile, letter, or by any other written means, by any oral means, or by blocking Your access to use the services normally provided to a Performer In Good Standing.

17.2.2 Either Party may terminate this Agreement on thirty (30) days written notice to the other.

17.2.3 You acknowledge and agree that all rights You have provided to Company shall survive the termination of this Agreement for any reason.

18 Notices. All notices sent in accordance with this Paragraph shall be effective upon receipt or three (3) calendar days after transmission, whichever occurs first. All notices permitted or required under this Agreement may be sent as follows:

18.1 if by the Company to You, via email, standard mail, registered mail, or Federal Express, as appropriate, to the email address, facsimile number, or street address most recently provided by You or publicly obtainable by the Company and/or Company's agents; and

18.2 if by You to the Company, via email to the Website through which DTI provides Videoconferencing Services to You as listed in Exhibit "B" to this Agreement.

19 Assignment. The rights and liabilities of the Parties to this Agreement will bind and inure to the benefit of their respective assignees, successors, executors, and administrators. You agree that Company may at any time in its sole discretion, and without prior notice to You, freely assign, in whole or in part, this Agreement and all or part of Company's duties, obligations and/or performance associated therewith. Neither this Agreement nor any rights or obligations under it may be sold, leased, assigned or otherwise transferred, in whole or in part, by You.

20 Entire Agreement. Except for modifications permitted under Sections 21 and 22 below, You agree that this Agreement contains the entire agreement between You and Company regarding the matters set forth in this Agreement.

21 Modification By Notice From Company. You agree that Company may from time to time, in its sole and exclusive discretion, modify this Agreement, including any terms regarding the type and quality of benefits provided to You upon email notice to You, upon uploading to Your administration page, or by posting at one or more locations on the Websites on which You registered as a Performer. Such modifications shall be effective upon posting by the Company. You further agree that You will review the Websites, Your administration page and e-mail regularly to check for such changes and revisions, and for other information relevant to the Performer's business with DTI. Failure by You to object to any modification within 30 calendar days of e-mail notice, uploading to Your administration page or posting at the Websites will be deemed further confirmation by You that You agree to the Modification.

22 No Modification By You Unless Company Agrees In Writing. You agree that no modification of this Agreement by You, Your principals, officers, directors, employees, representatives, agents, attorneys, affiliates, assigns or successors shall be enforceable or have any effect unless first reduced to a hard copy writing and signed by a duly authorized representative of Company.

23 Mutually Drafted. You agree that for purposes of construction, this Agreement shall be deemed to have been drafted by both You and Company. Any and all ambiguities and/or inconsistencies shall not be construed in favor of or against either Party.

24 Severance. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any and all other provisions hereof, and such provision(s) shall be enforced to the maximum extent possible and the remainder of this Agreement shall remain in full force and effect.

25 Choice of Law; Venue. You agree that this Agreement shall be governed by and construed under the laws of the State of California and the United States as applied to agreements between California state residents entered into and to be performed within the State of California, except as governed by Federal law. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Notwithstanding the foregoing, nothing in this Paragraph shall limit the Parties' right to change of the choice of law provisions of this Agreement as they apply to the issues of limitation of liability for the limited purpose of preserving the limitation of liability provisions set forth herein. Any action to enforce the terms of this Agreement shall be brought and conducted in the federal or state courts located in Los Angeles County, U.S.A., and You submit to the jurisdiction of those courts.

26 No Waiver. You agree that the failure of Company to enforce any specific provision(s) of this Agreement shall not preclude the enforcement of any other provisions or be deemed a waiver of any right or remedy. No waiver of one breach of this Agreement will constitute a waiver of subsequent breaches of the same or of a different nature.

27 Successors And Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns.

28 Counterparts. This Agreement may be executed in counterpart and each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement. This Agreement may be executed on digitized document file (such as PDF) counterparts. A facsimile or scanned signature shall have the same effect as an original signature.

29 Review By Your Attorney. You acknowledge that You have had an opportunity to have competent counsel review this Agreement and provide You with legal consultation regarding the same. Notwithstanding the foregoing, You hereby acknowledge and agree that if You have not had competent counsel review this Agreement prior to Your assent to enter into this Agreement, You hereby acknowledge that You have expressly, knowingly and voluntarily decided not to do so and that You shall not at any time raise the fact that You have not had an attorney review this Agreement or claim You were not provided an opportunity to have an attorney review this Agreement before entering into this Agreement and assenting to all its provisions.

30 E-Sign Act. You agree that this Agreement is intended by You and the Company to be governed by the Electronic Signatures in Global and National Commerce Act ("E-Sign Act") and other applicable statutory and common law that best effectuates the mutual intent to create an enforceable agreement binding You and the Company to all the terms, conditions and other provisions set forth in this Agreement. You further acknowledge and agree that You will be deemed to have manifested Your agreement to this Agreement by any act that reasonably demonstrates Your assent to this Agreement, including, without limitation, by clicking an acceptance button or any other link in association with this Agreement in which the words "I understand and agree to all of the above" or similar text appears, by electronic signature to this Agreement, and/or by using any of the Company's Videoconferencing Services in association with a Show, Performance or any other use of the Videoconferencing Services, or accepting any payment for any such Show, Performance or Work from or through the Company. You agree that by providing Your assent to this Agreement You will be consenting to having information provided to You by electronic record. You acknowledge that You may access and obtain an electronic version of the executed copy of this Agreement, free of charge at: <http://en.dxlive.com/performer/terms.html>. Access to the electronic record of this Agreement requires a simple browser program such as Internet Explorer™, Firefox™ or Safari™, an Internet connection, and a computer. You acknowledge that Your computer equipment, and changes thereto, may affect Your ability to obtain an electronic version of the executed document. You acknowledge that if any applicable law requires that information regarding this transaction be provided to You in writing, You have the option of having such information provided to You on paper and that You may withdraw consent to have a record of such information provided to You electronically by emailing Company at the applicable email address listed in Exhibit "B" to this Agreement. You may update information for Company to contact You, and for You to obtain a paper copy of the aforementioned required information, if any, at no cost, by emailing Company at the same address. You acknowledge that until You electronically provide Your assent to this Agreement You have the option of entering into a hard copy paper version of this Agreement by request to the Company at the applicable email address listed in Exhibit "B" to this Agreement. It is Your intent to provide Your assent and agreement to this Agreement by any reasonable means, including, without limitation, by using any of the Company's Videoconferencing Services, or by receiving any payment from the Company for any Show or any Performance.

The parties hereto have executed this Agreement as of the date stated below.

For DTI Services, Inc.: Chad Harmon, President

For You:

PERFORMER HEREBY SWEARS UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION PROVIDED BY PERFORMER IS TRUE AND ACCURATE AND THAT EACH IDENTIFICATION DOCUMENT REFERENCED ABOVE AND PRESENTED TO THE PRODUCER WAS LAWFULLY OBTAINED, IS CURRENTLY VALID, AND HAS NOT BEEN FORGED OR ALTERED IN ANY WAY.

Performer ID: _____

Name of Performer: _____

[Note: The name You provide must be the name that appears on the government-issued identification You provide for Yourself regarding Live Content and other Content in which You are depicted.]

Maiden Name(s): _____

All other names (e.g. stage names, performer names, nicknames, professional names, pseudonyms, aliases) not only limited to those used at the Company's Website(s):

Date: _____

PLEASE PRINT A COPY OF THIS AGREEMENT FOR YOUR RECORDS

EXHIBIT "A"

WEBSITES:

CARIBBEANCOMGIRL: www.caribbeancomgirl.com
DXLIVE: www.dxlive.com
KANJUKU LIVE: www.kanjukulive.com
SAKURALIVE: www.sakuralive.com/jp
MYPUREVOICE: www.mypurevoice.com

EXHIBIT "B"

CARIBBEANCOMGIRL: <https://service.d2pass.com/ccgenpf/inquiry/>

DXLIVE: <https://service.d2pass.com/dxenperformer/inquiry/>

KANJUKU LIVE: <https://service.d2pass.com/klenperformer/inquiry/>

SAKURALIVE: https://service.d2pass.com/sl_models/inquiry

MYPUREVOICE: https://service.d2pass.com/mypurevoice_voicemodels/inquiry

If the Website through which DTI provides Videoconferencing Services to You is not listed above, notice should be sent to the DXLIVE email address above.