

"vera ceglia" <ceglia@adelphia.net>
page 1 of 2 for Streetfax contract w mark
March 3, 2004 10:37 AM

Hi Jim, Hope all is well, I am at 727 490 5751 when your ready. Ill send page two next I should be here for the next hour. Paul

14. **Recovery of Damages**
If the Seller should receive any damages as a result of accident, negligence, fire, flood, theft or other causes, the Seller shall not be held liable for the same. The Seller shall not be held liable for the same. The Seller shall not be held liable for the same.

15. **Recovery of Damages**
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16. **Government Law**
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17. **Liens**
The Seller shall not be held liable for the same. The Seller shall not be held liable for the same. The Seller shall not be held liable for the same.

18. **General Notes**
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19. **Seller's Disclosure**
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20. **Indemnification**
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21. **Force Majeure**
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22. **Assignment**
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23. **Termination**
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24. **Entire Agreement**
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Mr. Zuckerberg
4/28/05
4/28/05

SECTION 1. GENERAL PROVISIONS

1. Definitions

The following terms have the meanings specified when used herein:

BUYER - Street Fax Inc.
CONTRACT/CMR/SBLLIST - The contract, as signed, approved, or otherwise authorized by the Buyer and Seller.
CUSTOMER - The individual or entity to whom the Seller provides its services.
ORDER - The order placed by the Seller for the purchase of any goods or services from the Buyer.
ORDER CONFIRMATION - The order confirmation provided by the Seller to the Buyer.
SUBJECT MATTER - The goods and services to be provided by the Seller to the Buyer under this contract.

2. Entire Agreement

This contract represents the entire agreement between the Buyer and Seller, and no oral or written agreement, understanding, or other communication shall be binding on either party unless it is in writing and signed by both parties.

3. Payment Terms

Payment shall be made by the Buyer to the Seller within the time specified in the order confirmation. Payment shall be made in full at the time of delivery of the goods and services.

4. Force Majeure

Notwithstanding to whomsoever, the Seller shall not be liable for any delay or non-performance of its obligations under this contract if such delay or non-performance is caused by a fire, flood, earthquake, war, or other event beyond the Seller's control.

5. Assignment

Neither party shall assign, subcontract, or otherwise dispose of its obligations or rights under this contract without the prior written consent of the other party.

6. Remedies

Notwithstanding to whomsoever, the Seller shall be entitled to the full amount of the contract price for any goods and services not returned to the Seller in accordance with the order confirmation.

7. Indemnification

The Seller shall indemnify and hold the Buyer harmless from and against all claims, damages, and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by the Buyer or its employees, agents, or subcontractors in connection with this contract.

8. Governing Law

This contract shall be governed by the laws of the State of New York.

9. Dispute Resolution

Any dispute arising out of or in connection with this contract shall be resolved by arbitration in accordance with the rules of the American Arbitration Association.

10. Notices

All notices shall be in writing and shall be sent to the address specified in the order confirmation.

11. Counterparts

This contract may be executed in multiple counterparts, each of which shall be deemed to be an original copy of this contract, and all of which together shall be deemed to constitute one and the same contract.

12. Severability

If any provision of this contract is held to be unenforceable, the remainder of this contract shall nevertheless remain in full force and effect.

13. Waiver

The failure of either party to enforce any provision of this contract shall not constitute a waiver of that provision or any other provision of this contract.

14. Assignment of Rights

The Seller hereby assigns to the Buyer all of its rights and interests in the contract and all related documents.

15. Title and Risk of Loss

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