

The following represents a **LEGAL AND BINDING CONTRACT** conditional to the use or application or use of voice over IP (Internet Protocol) services known collectively as Teamspeak.

Parties

The user or consumer who purchases, makes use, or operate or engages in activities using the servers hosted and provide by the firm, shall be known for the purpose of this agreement as "the user", and liability for such activities assumed solely by the billing party for whom such services were provisioned by the firm. The provider service department "SDP Multimedia Group" and by proxy its parent company "Shadowdancers L.L.C" of Oklahoma, shall be known as "the firm" or "we" for the duration of this agreement. For the purpose of this agreement, the billing party who made the order and makes regular payments on the account shall be known as the "Customer" or "you" within this agreement.

Service Agreement

The firm provides a server using licensed software for exclusive use by the billing party, and any persons designated by the billing party who shall constitute the users, for voice and data transmission. No portion of this service shall encompass sale or license of the product to other parties not covered by this agreement and terms, limitations, and jurisdiction. No grant of perpetual license or ownership, control, or possession of data is inferred or implied by this provision of use or access to the user or any 3rd party. No effort to reverse engineer or decompile, decipher, or otherwise comprimise or duplicate unlawfully the technology is permitted in this use. Servers set-up by Shadowdancers L.L.C. are for use by the billing party and their administration is the responsibility of the Billing party, as well as any activity which might be subject to action by law enforcement or civil liability for use, misuse, or other roles related civil wrongdoing or criminal wrongdoing.

Host Provider Policy on Content Limitations

Because of our location in the State of Oklahoma and related policies of Shadowdancers L.L.C. - the firm prohibits use of the file storage, transfer, chat, voice, or other related services from being applied to adult content of a sexual or criminal nature. This includes webcam services, chat for dating which may violate regional money-for-sexual-favors or soliciation regulations, pornography storage, distribution, or paid access, sharing of illegal software or tools for bypassing security and copyright protection, distribution of illegal (unlicensed) copies of content, or other offensive or criminal activity. This includes use to coordinate such activities in other jurisdictions or key management and distribution for the same. Periodic inspection of files to ensure the content is not in violation of Federal Treaty or other limitations of material will be made by administrative personnel at the firm, just as inspection of storage lockers or other private storage is required by State and Federal regulations. No information will be shared where illegal content is not found, nor records of any content or copies or details stored on our servers without obligation to law enforcement proceedings and mandatory reporting required in the State of Oklahoma.

Formal Policy on Content Discovery

The customer will be notified if content is discovered, and such content and logs of persons who did upload or transmit that content secured to ensure investigation if neccessary. The customer will be given an opportunity in contact to state any knowledge or denial of the activity, and steps may be taken by the host provider to immediately remove from availability the content if it is deemed solely by the firm to be unlawful or criminal or illegal in nature - as is their obligation under law. Content deleted in this way may not be available for return to the customer via our normal backup or restoration service, if such action would be deemed a violation of our Content Limitations.

Policy on Free Speech

The firm has a history of promoting free expression and defense of free and lawful speech on the Internet since 1990. As such, the prior clauses are mainly designed to ensure our service is both blameless and not liable - as well as to inform our customers of the law and standards of the State of Oklahoma as enforced by the firm.

Bandwidth Usage

The service will be monitored for bandwidth usage, and limited to 50 gigabytes per month of transmission. Activity above this level will recieve a warning and investigation made to determine service capacity for the customer. Capacity can be scaled, but pricing for bandwidth above 50 gigabytes may come at a price relative to fair market value for the hosting region. No billing of additional services or fees will be applied without client agreement prior, preventing unusual or shock billing. Service may be terminated if the client exceeds this soft-limit and does not respond to inquiries to mänge their usage or increase bandwidth according to their needs. This limitation is designed to discourage abuse or sharing of large files via Teamspeak which may be better served with alternative plans in a more cost-effective strategy.

Technical Support

Shadowdancers L.L.C. does offer technical assistance on an as-available basis, based on best effort and limited knowledge consistent with telecommunications reporting using remote chat, message, email, and voice services. Because our engineers do not perform hands-on support on site, Shadowdancers L.L.C. assumes no liability for these services as they are beyond our control and performed by the end user. However, for Teamspeak services, our agents will actively assist with server configuration, setup, changes, backups, restoration, and migration within the limits of our servers and any data which may assist the customer for use on our service hosts. Shadowdancers L.L.C. is not responsible for support or relations management with any 3rd party regarding this data, delivery of backups to any 3rd party, compatibility, or migration to 3rd party service providers or other parties. Established customers may use our access system to reach agents after normal business hours, place requests 24 hours a day, and receive support on tickets within 24 hours during regular business days (Monday through Friday Central Standard time, GMT -5:00).

Privacy

Shadowdancers L.L.C. respects your privacy. We will not under any circumstances sell or release your information to anyone except as outlined in our privacy policy. All of the information obtained from our Web site will be used for processing purposes only. The only e-mails you will receive from Shadowdancers L.L.C. are updates to any recent orders and/or returns.

Product Revisions

Shadowdancers L.L.C. is not responsible for changes or variations in product specifications and/or physical appearance. In the interest of our customers, Shadowdancers L.L.C. puts forth its best efforts to ensure that all product information is up-to-date and factual. Unfortunately there are varying determinates which, although infrequent, could cause the information on our Web site to become outdated without our immediate knowledge. This includes but is not limited to new versions or revisions, color deviations, retail package alterations and other variations that may be considered inconsequential by the manufacturer. Shadowdancers L.L.C. relies on the manufacturer to communicate these differences. Presently we have no way of alerting customers prior to purchase in the event the manufacturer fails to do so. Consequently, Shadowdancers L.L.C. will not be held responsible for product revision changes.

Purchase Agreement

By accepting delivery of any product delivered from Shadowdancers L.L.C. ("Shadowdancers L.L.C."), you ("Customer") agree to be bound by the terms and conditions listed below. You and Shadowdancers L.L.C. agree that the following terms and conditions are the exclusive terms governing the sales transaction between Customer and Shadowdancers L.L.C.. Any attempt to alter, supplement, modify or amend these terms and conditions by the Customer will be considered a material alteration of this agreement and, therefore, are null and void. In addition, these terms and conditions are subject to change at any time, without prior written notice. Therefore, please check these terms and conditions carefully each time you place an order with or accept delivery of any goods from Shadowdancers L.L.C..

Satisfaction Guarantee

Shadowdancers L.L.C. offers our Customers a 30-day satisfaction replacement or refund guarantee on all purchases, except:

- 7-day refund/replacement guarantee on Retail, OEM and Open Box processors. All other Open Box merchandise has a 15-day warranty period. All refunds on processors will be subjected to a 15% restocking fee to reflect the current market value.
- DVDs are non-refundable and may be exchanged within 30-days of the invoice date for the same item only through Baker & Taylor via a shipping label included with their original delivery.
- If you wish to return a Bundle Special for a refund, you must return the ENTIRE BUNDLE within 30 days of purchase. Note that a 15% restocking fee will be applied. Components within a Bundle Special may be returned for repair/replacement only. Individual items may only be returned for repair/replacement if an RMA number is acquired within the Return Policy period.
- Manufacturer Kits are different than bundles as they are arranged by the brand/manufacturer and will only have one item number. Warranty guidelines have yet to be stipulated.

To take advantage of Shadowdancers L.L.C.'s satisfaction guarantee, the Customer must comply with the Product Return Procedure detailed below. Any breach of Shadowdancers L.L.C.'s Return Policy Procedure will result in the loss of Shadowdancers L.L.C.'s refund/replacement guarantee. Furthermore, all return shipments not in compliance with these instructions will be rejected.

Product Return Procedure

- In the case of services, formal notice must be submitted and received by Shadowdancers L.L.C. For change in account status. Such notice will be followed up by a customer contact attempt by the firm to establish the validity of the request prior taking action. Termination of service by termination of billing does not constitute fulfillment of this notice to Shadowdancers L.L.C. To receive a refund on the present billing term, a formal request must be made including reason for termination as related to the satisfaction guarantee. A statement of dissatisfaction is sufficient, in such notice, to quality - without further explanation - where attached a request for refund.

Warranties; All Product Sold "AS-IS" or "With All Faults"

Shadowdancers L.L.C. IS A DISTRIBUTOR ONLY. PRODUCTS SOLD BY Shadowdancers L.L.C. ARE NOT MANUFACTURED BY Shadowdancers L.L.C.. THE PRODUCTS MAY, HOWEVER, BE COVERED BY EACH MANUFACTURER'S WARRANTY, SERVICE, AND SUPPORT POLICY (IF PRESENT). Shadowdancers L.L.C. ASSIGNS AND PASSES THROUGH TO THE CUSTOMER ANY WARRANTY OF THE MANUFACTURER, AND CUSTOMER ACKNOWLEDGES THAT IT SHALL HAVE RECOURSE ONLY UNDER SUCH WARRANTIES AND ONLY AS AGAINST THE MANUFACTURER OF THE PRODUCTS. Shadowdancers L.L.C. MAKES NO REPRESENTATION OR EXPRESS WARRANTY WITH RESPECT TO THE PRODUCT EXCEPT THOSE STATED IN THIS DOCUMENT. Shadowdancers L.L.C. DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SUCH PRODUCT, INCLUDING AND WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

ALL ITEMS SOLD THROUGH Shadowdancers L.L.C. ARE SOLD "AS-IS" OR "WITH ALL FAULTS." THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THESE ITEMS IS WITH THE BUYER. SHOULD ANY OF THESE ITEMS PROVE DEFECTIVE, DO NOT FUNCTION, OR FUNCTION IMPROPERLY IN ANY WAY FOLLOWING THEIR PURCHASE, THE BUYER, AND NOT THE MANUFACTURER, DISTRIBUTOR, OR Shadowdancers L.L.C. , ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR.

Notification of Beta Development and Lifecycle of Teamspeak 3

Shadowdancers L.L.C. Also states explicitly that Teamspeak 3 has been in beta release from January 2010 to September 2010, and possibly later, with frequent releases, bug fixes, patches, and changes addressing the discovery process. Because of the status of the product as pre-release, Shadowdancers L.L.C. Specifically denies liability under the "AS-IS" clause and "With All Faults" for this server technology - citing potential security and privacy issues which may exist as yet-undetected flaws in the product due to short lifecycle and new codebase for version 3.x release of Teamspeak3.

While the firm will actively investigate, diagnose, and troubleshoot any reported error or issue to the development staff of Teamspeak 3, no new features or additions are being considered for the product at this phase of development. Teamspeak 3 does possess the ability to use add-in plug-in software by 3rd party developers - and Shadowdancers L.L.C. Assumes no liability or warranty for those applications or their security or use or access or behavior or other related protections, as the firm has no control over their development or quality process.

Service Level Agreement (SLA)

The technology upon which the Teamspeak system is hosted is highly scalable and very powerful hardware operating in a multi-user environment. This software may require reboots, restarts, and maintenance from time to time. Due to the nature of the environment, while Shadowdancers L.L.C. Will attempt to notify the user of any planned or scheduled activity resulting in interruption of service - not all such notices will be available to our customers. The firm therefore makes no guarantee of percentage uptime.

Limitation of Liability - Teamspeak

The firm shall remain blameless and specifically denies in contract and by agreement of the user - denoted by purchase and use thereof - any damages express or implied or coincidental or combination thereof for the Teamspeak technology or network quality or availability. Any refund or damage shall be limited explicitly to the total fee for the current month of service in which the complaint is filed. No guarantee of service availability or uptime, SLA (Service Level Agreement), or fixed bandwidth or performance is made by this contract. At the present time, Teamspeak 3 is undergoing testing and is in beta format - which the customer acknowledges may imply some risk due to ongoing security trials as well as changes and product maturity beyond the control or scope of service offered by Shadowdancers L.L.C.

Limitation of Liability - General Service

IN ALL CIRCUMSTANCES Shadowdancers L.L.C. 'S MAXIMUM LIABILITY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS SOLD. Shadowdancers L.L.C. SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE UPON A CLAIM OR ACTION IN CONTRACT, TORT, INDEMNITY OR CONTRIBUTION, OR OTHER CLAIMS RELATING TO THE PRODUCTS IT SELLS WHICH EXCEEDS THIS LIABILITY LIMIT. Shadowdancers L.L.C. SHALL NOT BE LIABLE FOR THIRD PARTY CLAIMS FOR DAMAGES AGAINST THE CUSTOMER, OR FOR MALFUNCTION, DELAYS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS, LOSS OR DAMAGE TO EXEMPLARY DAMAGES, WHETHER OR NOT Shadowdancers L.L.C. HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES.

Recordings

Shadowdancers L.L.C. does not consent to having any telephone calls recorded and reserves the right to terminate any call that is being recorded. Customer agrees not to record any call with Shadowdancers L.L.C. unless Customer has provided clear and conspicuous notice to Shadowdancers L.L.C. and has received prior written consent from Shadowdancers L.L.C..

Governing Law and Jurisdiction

Any dispute arising out of or related to these Terms and Conditions or the sales transaction between Shadowdancers L.L.C. and Customer shall be governed by the laws of the State of Oklahoma, without regard to its conflicts of law rules. Specifically, the validity, interpretation, and performance of this agreement shall not be governed by the United Nations Convention on the International Sale of Goods. Shadowdancers L.L.C. and Customer consent to the exclusive jurisdiction and the exclusive venue of the State Courts of the State of Oklahoma, Pontotoc County, to resolve any dispute between them related hereto, and the parties waive all rights to contest this exclusive jurisdiction and venue of such Courts. Finally, the Customer also agrees not to bring any legal action, based upon any legal theory including contract, tort, equity or otherwise, against Shadowdancers L.L.C. that is more than one year after the date of the applicable invoice.

Severability

If any provision contained in this agreement is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of this agreement, and the invalid, illegal, or unenforceable provision shall be deemed modified so as to have the most similar result that is valid and enforceable under applicable Oklahoma law.

Waiver

The failure of either party to require performance by the other party of any provision of this agreement shall not affect in any way the first party's right to require such performance at any time thereafter. Any waiver by either party of a breach of any provision in this agreement shall not be taken or held by the other party to be a continuing waiver of that provision unless such waiver is made in writing.

Entire Agreement

These terms and conditions, together with Shadowdancers L.L.C.'s invoice regarding the products ordered by Customer, are the complete and exclusive agreement between Shadowdancers L.L.C. and Customer, and they supersede all prior or contemporaneous proposals, oral or written, understandings, representations, conditions, warranties, and all other communications between Shadowdancers L.L.C. and Customer relating to the subject products. This agreement may not be explained or supplemented by any prior course of dealings or trade by custom or usage.