



MASTER FACILITIES RENTAL AGREEMENT

This Master Facilities Rental Agreement (the "Agreement") is entered into by between **The Switch Enterprises, LLC** ("**THE SWITCH**"), a Delaware limited liability company with offices at 683 Main Street, Suite A-2, Osterville, MA 02655 and **Occupant** and its Affiliates in connection with the production of the program (the "Program") set forth in the applicable Service Schedule which shall be governed by this Agreement and is incorporated herein by this reference. An Occupant means (i) any person or entity using services provided by THE SWITCH, or (ii) the Occupant specified in any Service Schedule. THE SWITCH and Occupant may each be referred to as a "**Party**" and together as the "**Parties**." A Party's "**Affiliate**" means an entity, directly or indirectly, controlling or under direct or indirect common control with that Party, either now or in the future. In the event of a conflict between this Agreement and the applicable Service Schedule, the terms in this Agreement shall prevail.

THE SWITCH does hereby rent the premises set forth in the applicable Service Schedule to Occupant as provided herein. In consideration of the premises set forth herein, THE SWITCH and Occupant and each of them agree as follows:

1. Use and Condition of Premises

Occupant shall be entitled to use of THE SWITCH's portion of the premises (the "Premises") set forth in the applicable Service Schedule. Occupant does hereby agree that the Premises shall be used in connection with the production set forth in the applicable Service Schedule and for no other use. The scheduling of engineering equipment shall be mutually agreed upon by the parties. Existing available audio equipment shall be provided to Occupant. THE SWITCH shall have no responsibility for audience procurement, although THE SWITCH shall provide security personnel when audiences are required to come onto THE SWITCH Premises. In addition to the foregoing, and subject to the availability of said Premises and personnel, the parties hereto may negotiate in good faith at any time prior to the end of the term hereof to extend the term of this Agreement.

Occupant acknowledges that prior to execution of this Agreement, Occupant has had an opportunity to inspect the Premises, that said Premises are being rented on an "as is" basis, and that THE SWITCH has made no warranties or representations regarding the condition of the Premises or their suitability for the use proposed by Occupant.

2. Term/Termination

(a) The term of this Agreement (the "Term") shall commence and expire as of dates and times set forth in the applicable Service Schedule. During the Term hereof, Occupant shall be entitled to the number of tape day(s) specified in the applicable Service Schedule.

(b) In the event Occupant breaches or is in violation of or fails to comply with any of its material obligations, warranties or representations set forth herein, THE SWITCH may terminate this Agreement if Occupant fails to cure any such breach within forty-eight (48) hours after receipt from THE SWITCH of written notice of said breach.

3. Condition of Premises Upon Surrender

Occupant shall make no alterations, improvements, additions or utility installations in, on, to or about the Premises without THE SWITCH's prior written consent. Unless otherwise instructed in writing by THE SWITCH, Occupant shall remove any such alterations, improvements, additions or utility installations consented to by THE SWITCH upon the expiration of the Term hereof and shall restore the Premises to their prior condition, reasonable wear and tear excepted. If THE SWITCH instructs Occupant

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in writing not to remove them, all such alterations, improvements, additions and utility installations which Occupant might make in, on, to or about the Premises shall become the property of THE SWITCH and remain upon and be surrendered within the Premises upon the expiration of the Term hereof. Except as otherwise provided in this Paragraph 3, Occupant agrees to return the Premises to its previous state (e.g., set struck, overhead lighting returned to proper configuration, etc.) within twenty-four (24) hours of completion of taping. Any holding over by Occupant after the expiration of the term hereof shall not be construed as a renewal of the Term hereof or give Occupant any rights hereunder in or to the Premises or any part thereof.

4. Service Fee/Payment Terms

As full compensation for the Premises hereunder, the services of any personnel provided by THE SWITCH (the "Personnel") pursuant to the applicable Service Schedule, the use of THE SWITCH's equipment (the "Equipment") described in the applicable Service Schedule and for the provision of any Internet Services as described in Paragraph 7 below (each, a "Service") and collectively, the "Services"), Occupant shall pay THE SWITCH and THE SWITCH shall accept the sum (the "Service Fee") set forth on Attachment A which will be payable as set forth on Attachment A. Overages, if any, are due within ten (10) days of the date of invoice.

It is understood and agreed that the basic compensation referred to in this Paragraph 4 is for an eight (8) hour record day. For any record day exceeding eight (8) hours, but not more than twelve (12) hours, THE SWITCH shall charge Occupant at the hourly rate set forth in the applicable Service Schedule (chargeable in half-hour increments) for each hour exceeding eight (8) hours to a maximum of twelve (12) hours. For any record day exceeding twelve (12) hours, THE SWITCH shall bill Occupant at the hourly rate set forth in the applicable Service Schedule (chargeable in half-hour increments) for each hour in excess of twelve (12) hours. Occupant shall be responsible for all overages.

Occupant shall be responsible for a Service Fee deposit in advance of provision of the Service as specified in the Service Schedule. THE SWITCH shall submit to Occupant invoices for all remaining Service Fees including overages upon completion of the Services. Occupant shall pay all such invoices in full not later than ten (10) days of the date of the invoice. In the event Occupant fails to remit payment within the time period above, THE SWITCH may charge Occupant an additional fee equal to 1.5% of the then outstanding and unpaid fees for each month, or portion thereof that such charges remain outstanding. In the event of any non-payment of an invoice by its due date, THE SWITCH may suspend any Service governed by this Agreement until such time as all outstanding invoices have been paid in full. Reinstatement of suspended Services will be subject to a reinstatement fee payable by Occupant. Suspension of Service shall be without prejudice to all other rights and remedies of THE SWITCH and Occupant shall be liable for all costs of collection, including, without limitation, reasonable attorneys' fees, court costs, and collection agency fees. In the event that THE SWITCH is required to submit more than one (1) default notice for non-payment, THE SWITCH may, at its option, require a deposit, without prior demand or notice, and set-off any future outstanding balances against said deposit.

5. Taxes

All Service Fees are exclusive of any taxes that may be imposed on or applicable to the Services being provided by THE SWITCH pursuant to this Agreement. Occupant shall pay all current and future taxes, fees and assessments due, imposed, assessed or levied against any of the goods or Services contemplated in this Agreement, by any federal, state, local, provincial, and foreign government or taxing authority including, without limitation, all sales, use, transfer, gross receipts, duties Universal Service Fund assessments or any similar assessments, value added, excise, regulatory surcharges, recovery fees, or any similar transactional charges relating to the sale, use or provision of the Services being provided by THE SWITCH. If Occupant is entitled to an exemption from any applicable taxes for the Service, Occupant may submit to THE SWITCH a valid tax exemption certificate (in a form reasonably

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acceptable to THE SWITCH) and income tax withholding certificate or other documentation acceptable to the taxing authorities within fifteen (15) days prior to the first invoicing date.

6. Nondisturbance

Occupant acknowledges that THE SWITCH will be producing television programs during Occupant's use of the Premises. Occupant hereby covenants to take no action which would interfere with THE SWITCH's operation or with any other aspect of THE SWITCH's business.

7. Equipment, Office Space, Internet Access, Etc.

It is expressly understood that the Service Fee set forth herein represents the basic fee for the Premises described in the applicable Service Schedule, and that such fee does not include the cost of rental of any equipment not set forth in the applicable Service Schedule, nor does it cover any other costs not specifically described in this Agreement. THE SWITCH shall charge Occupant for mail service, photocopying, telephone charges and office supplies (e.g., pens, paper, paper clips and office equipment, such as typewriters) at a rate representing THE SWITCH's cost plus ten percent (10%). In addition, THE SWITCH shall charge Occupant at a rate representing THE SWITCH's cost plus ten percent (10%) for any purchases made by THE SWITCH or equipment rented by THE SWITCH in connection with the production of the program.

If, as part of Occupant's occupation of the Premises, THE SWITCH provides Internet access to Occupant ("Internet Services"), the basic rental fee shall also include a fee for the provisions of Internet Services and the terms of this Agreement shall also include the terms and conditions set forth in the Internet Services Terms and Conditions attached hereto as Attachment A and incorporated herein by this reference, as amended from time to time by THE SWITCH. Occupant's use of such Internet Services shall constitute Occupant's agreement to comply with all terms and conditions set forth in Attachment A. The provision of Internet Services hereunder does not include the renting of any equipment needed to connect to, access or use the Internet Services. Occupant shall be solely responsible for obtaining and maintaining any equipment needed to connect to, access, and otherwise use the Internet Services, including without limitation, any computer equipment, software or hardware ("Equipment"). Occupant shall be solely responsible for ensuring that any such Equipment is compatible with the Internet Services. THE SWITCH shall assign IP addresses based on the number of work stations as they are needed and used by Occupant, which IP addresses are not portable. Once this Agreement terminates or expires, Internet Services will be discontinued and Occupant will need to obtain new IP addresses.

8. Insurance

As set forth in this Paragraph 8, Occupant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with Occupant's operation and use of the Premises. The cost of such insurance shall be borne by Occupant.

Minimum scope and limit of insurance

(i) Commercial General Liability (must be written on an occurrence form) including contractual liability, combined single limit applicable to products/completed operations, bodily injury, sickness or death and for loss of or damage to property of THE SWITCH or third parties. Limits: \$1,000,000 per occurrence/\$2,000,000 general aggregate;

(ii) Worker's Compensation/Employers Liability in full compliance with all applicable state and federal laws and regulations covering the Parties' employees and volunteers engaged in performing work

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or services under the Agreement. Limits: As required by California law with Statutory limits and Employers Liability: \$1,000,000 per accident for bodily injury or disease;

(iii) All Risk Property Insurance as to any personal property of THE SWITCH which may be in Occupant's care, custody or control and for which Occupant may be legally liable with the liability limit equal to replacement cost of such personal property; and

(iv) Excess/Umbrella Insurance Limits of Liability: \$5,000,000 per occurrence. Notwithstanding the foregoing limits of liability, additional coverage may be required to meet contract or performance limits.

Occupant agrees that THE SWITCH shall be named as an Additional Insured on Occupant's policies set forth in this Paragraph 8. Occupant shall deliver to THE SWITCH, prior to commencement of the term hereof, certificates of insurance evidencing each such insurance policy and coverage. Each certificate of insurance shall clearly state the following: "The policy(ies) has (have) been endorsed to provide for thirty (30) days advance written notice in the event of cancellation or material change." In addition, each certificate of insurance shall provide that Occupant and Occupant's insurance carrier(s) shall have no right of subrogation against THE SWITCH or THE SWITCH's insurance carrier. It is expressly understood and agreed that Occupant's failure to obtain and/or maintain said insurance coverage in full force during the Term hereof may be cause, at THE SWITCH's discretion, for termination of this Agreement.

THE SWITCH confirms that it will carry Workers' Compensation Insurance and Employers' Liability Insurance for all of THE SWITCH's employees during the Term of this Agreement.

9. Indemnification

In consideration of THE SWITCH permitting Occupant, Occupant's servants, agents, employees and representatives from time to time to enter upon THE SWITCH's Premises, and make use of THE SWITCH's Premises, Equipment, and Internet Service (if applicable), Occupant agrees to indemnify and hold THE SWITCH and its parent, subsidiaries, affiliates (including its Internet Service Provider as applicable), successors, transferees, assignees, licensees, and the respective agents, officers, directors and employees of each (collectively, "THE SWITCH's Representatives"), harmless against any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable outside attorney's fees and costs, arising out of, in connection with, or resulting from, Occupant's or Occupant's employees, contractors, licensees, agents, servants or invitees (collectively, "Occupant's Representatives") (i) the presence or activity of Occupant due, in whole or in part, to the acts, omissions or negligence of Occupant or Occupant's Representatives, when such persons are on THE SWITCH's Premises; (ii) using THE SWITCH's Premises, Internet Services or Equipment; (iii) transacting business or dealing with THE SWITCH in the interest or on behalf of Occupant; (iv) Occupant's ownership and/or use of the Photography as defined in Paragraph 20 herein; and/or (v) delivery, actual or alleged ownership, performance, use, operation, possession or return of Occupant's personal property as set forth in the applicable Service Schedule, such as films, tapes or other items, on which THE SWITCH may be requested to do editing or other service. Upon notice from THE SWITCH, Occupant agrees to defend at Occupant's expense, any claim made against THE SWITCH arising from this Paragraph 9. Notwithstanding the foregoing, Occupant's indemnity obligations as set forth in this Paragraph 9 shall not extend to any claim or loss arising out of the gross negligence or willful misconduct of THE SWITCH, its employees, agents or representatives.

10. Limitation of Liability

NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT OR OTHERWISE, THE SWITCH AND THE SWITCH'S REPRESENTATIVES SHALL NOT BE LIABLE WITH RESPECT TO ANY

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SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNT IN EXCESS IN THE AGGREGATE OF THE AMOUNTS PAID BY OCCUPANT SOLELY FOR THE SERVICE GIVING RISE TO THE CLAIM, OR (II) FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR FILES, PROFIT, GOODWILL, TIME, SAVINGS OR REVENUE.

11. Changes in Schedule/Cancellation

Any changes in Occupant's scheduled use of the Premises shall be subject to THE SWITCH's prior written approval.

12. Force Majeure

THE SWITCH shall not be liable for any losses incurred by Occupant in the event that Occupant's use of the Premises and Personnel is prevented, delayed or interrupted due to fire, war, earthquake, accident, strike, riot, Act of God, or the public enemy, or by any executive or judicial order, or any other calamity, or due to any other cause, whether similar or dissimilar, beyond THE SWITCH's reasonable control (each, a "Force Majeure" event).

THE SWITCH agrees to meet with Occupant within a reasonable time after the Premises again become useable, and to make reasonable efforts to determine a new date (or dates) for Occupant's use of said Premises and Personnel, which date (or dates) shall be mutually agreeable to Occupant and to THE SWITCH. In the event that within five (5) days after commencement of meeting with Occupant to determine a new date (or dates) for Occupant's use of said Premises and Personnel, no date is agreed upon between Occupant and THE SWITCH, it is agreed that this Agreement shall automatically terminate without either party having further obligation to the other, except for Occupant's obligation to pay THE SWITCH for any use of said Premises by Occupant which occurred prior to the interruption or prevention of Occupant's use of said Premises and/or Personnel. In the event that the parties mutually agree upon a new date (or dates) for Occupant's use of said Premises and Personnel, the rescheduled use shall be otherwise subject to all the same terms and conditions as set forth in this Agreement.

13. "Down Time"

In the event of "down time" caused by malfunctioning equipment provided by THE SWITCH, Occupant agrees that THE SWITCH shall not credit Occupant for such "down time" up to and including fifteen (15) minutes of said "down time" per day with respect to such malfunctioning equipment and such related Personnel required to operate said equipment. In the event that "down time" on any given day during the term hereof exceeds fifteen (15) minutes, it is agreed that THE SWITCH shall credit Occupant for such "down time" in excess of fifteen (15) minutes.

14. Capacity

Occupant warrants and represents that it is free to enter into and fully perform this Agreement and that the individual who has executed this Agreement on behalf of Occupant has full authority to do so.

15. No Association

Nothing in this Agreement shall create any association, partnership, joint venture or the relation of principal and agent between Occupant and THE SWITCH, it being understood that Occupant is an independent party and that neither party shall have any authority to bind the other or the other's

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representatives in any way. Any and all obligations incurred by Occupant shall be solely at Occupant's own risk. It is expressly understood by the parties that all contracts made by Occupant in performance of its obligations and the exercise of its rights hereunder shall be made by Occupant as principal and not as the agent of THE SWITCH.

16. Notices

All notices, requests, demands and other communications between the Parties must be in writing. All notices regarding this Agreement directed to Occupant shall be sent to the Occupant's address set forth in the applicable Service Schedule, and may be sent by email. An email to the Occupant is deemed have been received on the day it is sent provided said submission occurs during regular business hours. An email sent to Occupant after regular business hours shall be deemed to have been received on the next business day.

Notices directed to THE SWITCH must be sent by overnight carrier, facsimile, email provided THE SWITCH provides confirmation of receipt of notice by Occupant, hand delivery, or by first class postage prepaid registered or certified mail. Notice shall be deemed received upon: (i) receipt when delivered personally; (ii) written verification of receipt from overnight carrier; (iii) verification of receipt of registered or certified mail; or (iv) verification of receipt via facsimile and email. Contact information shall be updated as necessary to ensure that each Party has current information regarding all such contacts.

All notices directed to THE SWITCH regarding this Agreement shall be sent to the addresses provided below.

Service/Premises related inquiries:

The Switch Enterprises, LLC
Email: Gordon.Bell@theswitch.tv
Attention: Gordon Bell
Senior Vice President
Engineering, Operations & IT

Invoice payments, notices or related inquiries:

The Switch Enterprises, LLC
683 Main Street, Suite A-2
Osterville, MA 02655
Attn: Accounts Receivable

Legal notices:

The Switch Enterprises, LLC
683 Main Street, Suite A-2
Osterville, MA 02655
Attn: Areeg Eluri, General Counsel

With a copy of all legal notices to:

E-mail: legal@theswitch.tv

17. Entire Agreement

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This Agreement, together with the applicable Service Schedule and Attachment A attached hereto, expresses the entire understanding of the parties hereto and replaces any and all former agreements, understandings and representations relating in any way to the subject matter of this Agreement. It contains all the terms, understandings, and promises of the parties hereto. No modification or amendment of this Agreement shall be valid or binding unless in writing and signed by all parties.

18. Waiver and Remedies

A waiver by any party of the terms of this Agreement in any instance shall not be deemed to be a waiver of that term in the future or of any subsequent breach thereof. All remedies, rights and obligations contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right or obligation of any party.

19. Governing Law

This Agreement and all issues related thereto shall be governed by the laws of the New York and, if applicable, by the federal laws of the United States. Any disputes arising under this Agreement shall be adjudicated in the appropriate forum in the State of New York. The parties hereto hereby consent to jurisdiction over them in any state or federal court sitting in New York City, NY, waive any claim or defense that such forum is not convenient or proper and consent to service of process by any means authorized by New York law.

20. Photography

(a) All rights of every kind in and to all still pictures, motion pictures, videotapes, photographs, sound recordings, and any content therein (individually and collectively, "Photography") made hereunder shall be and remain vested in Occupant and its successors, assigns and licensees, and neither THE SWITCH nor any other party now or hereafter having an interest in said Premises shall have any right of action against Occupant or any other party arising out of any use of said Photography.

(b) THE SWITCH's sole remedy for a breach by Occupant of any of Occupant's obligations hereunder shall be an action at law for damages, it being agreed that in no event shall THE SWITCH or its successors and assigns or any other party now or hereafter having an interest in said Premises be entitled to enjoin, restrain or interfere with the advertising, publicizing, exhibiting or exploitation of the Photography.

ATTACHMENT A

INTERNET SERVICES TERMS & CONDITIONS

1. Provision of Services

Subject to the terms and conditions of this Agreement to which these Internet terms and conditions ("Terms and Conditions") are attached and these Terms and Conditions, THE SWITCH agrees to provide Occupant Internet Services solely for Occupant's own use and not for the use or benefit of any third party. Company may allow its employees, agents and other users to access the Internet Services on Occupant's behalf, provided Occupant communicates the terms and conditions of this Agreement to all potential users, and obtains from each user a substantively equivalent agreement that limits the liability of THE SWITCH and its Internet Service Provider (hereafter, "ISP") as described in these terms and conditions.

2. Restrictions

Occupant shall only use the Internet Services for lawful purposes, in compliance with all applicable laws including, without limitation, copyright, trademark, obscenity and defamation laws. Unlawful activities may include, without limitation, storing, distributing or transmitting any unlawful, defamatory, harassing or abusive material through use of the Internet Services, attempting to compromise the security of any networked account or site, through, without limitation, direct access or through the distribution of viruses, worms or other destructive activities, forging or misrepresenting message headers, making direct threats of physical harm or mass distribution of unsolicited communications (i.e. "Spamming"). Occupant and its users shall observe all generally accepted Internet protocol. This includes sales practices, mass unsolicited e-mail distributions (which are prohibited), advertising on discussion boards/newsgroups (overt, direct ads are prohibited), language use and other items as are in effect from time to time. THE SWITCH and its ISP reserve the right to access and disclose any information, data, graphics, video, sound, files and other content created by, provided by, or accessed by Occupant ("Content") to, without limitation, comply with applicable laws, lawful government requests and court orders, monitor compliance with these Terms and Conditions, safeguard public safety, or to determine that the Internet Services are functioning properly. This may also include disclosing Occupant's name and other user registration and identification information. THE SWITCH and its ISP reserve the right in their sole discretion, but shall not be obligated, to remove from public view any Content incorporated on or through their Internet Services. THE SWITCH and its ISP shall fully cooperate with law enforcement authorities in investigating suspected lawbreakers, and reserve the right to report to such authorities any suspect activity of which they become aware. Occupant may not use the Internet Services to operate as an Internet Service Provider or other second level network or for other high bandwidth applications, including, without limitation, using Border Gateway Protocol ("BGP"), hosting streaming servers' operating subscription or membership Internet Services (whether or not users are required to pay for access), hosting sites for the public distribution of software or operating web-centered businesses.

3. Internet Content

THE SWITCH and its ISP hereby WARN Occupant that a vast variety of Content is available on the networks to which the Internet Services provide access. Some of this Content may be deemed shocking, distasteful, misleading, inaccurate, or otherwise harmful to Occupant and/or its users. THE SWITCH and its ISP have no obligation to screen, edit, monitor or otherwise censor Content in any way. Occupant hereby acknowledges THE SWITCH and its ISP have, and shall have, no liability for how the Internet

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Services are used, what Content is posted or accessed, or what effects the Content may have on Occupant and its users, or how they may interpret or use such Content. Occupant agrees to hold THE SWITCH and its ISP harmless from all consequences of Occupant posting, accessing or using Content, as well as claims resulting from Occupant's access to the Internet Services and their use.

4. Electronic Communications Privacy Act Notice (18 USC 2701-2711)

THE SWITCH AND ITS ISP MAKE NO GUARANTEE OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON THEIR NETWORK OR ANY NETWORK ATTACHED TO THEIR NETWORK. THE SWITCH and its ISP shall not be liable for the privacy of e-mail addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other Content stored on THE SWITCH's equipment, transmitted over networks accessed by the Internet Services, or otherwise connected with Occupant's use of the Internet Services. Occupant agrees that due to the state of the art, unauthorized access to its site, if any, is possible. THE SWITCH, through its ISP, acts as a common carrier, and as such does not provide any filtering or protection from the activities of the Internet as a whole. The Occupant is responsible for analyzing, implementing, maintaining, and monitoring network security as it pertains to its site. In order to help maintain the security of THE SWITCH/ISP environment, access to privileged modes of operation on the ISP network may be controlled by THE SWITCH's ISP. Any attempts by Occupant to bypass or otherwise thwart security on privileged modes of operation, or gain unauthorized access to any THE SWITCH Premises or its ISP facilities, shall constitute a breach of this Agreement and the Internet Services shall be immediately terminated. Occupant agrees to inform THE SWITCH of any apparent breaches of security, such as loss, theft, or unauthorized disclosure or use of an Occupant user ID or password. Occupant shall remain liable for any unauthorized use.

5. Warranty Disclaimer

Occupant uses the Internet Services and the Equipment at Occupant's own risk. THE SWITCH and its ISP, their respective employees, affiliates, agents, third-party information providers, merchants, licensors and the like, do not warrant the Internet Services shall be uninterrupted or error free, nor do they make any warranty as to the results that may be obtained from use of the Internet Services, or as to the accuracy or reliability of any Content, product, service, or merchandise provided through the Internet Services. THE INTERNET SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT BY WAY OF LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF NON-INFRINGEMENT, ARE MADE WITH RESPECT TO THE INTERNET SERVICES OR ANY CONTENT OR SOFTWARE THEREIN.