

MASTER SERVICES AGREEMENT

NMG, Inc., d/b/a New Media Gateway (the "Company"), and _____ (the "Purchaser") enter into this Master Services Agreement (this "Agreement") dated effective _____, 2007 (the "Effective Date").

TERMS AND CONDITIONS

1. Purchase Terms. Pursuant to this Agreement, the Company shall provide and the Purchaser shall purchase certain goods and services (the "Goods and Services") from time to time. To obtain the Goods and Services, the Purchaser shall submit a purchase order (the "Purchase Order") to the Company in the form attached hereto. The Purchase Order shall describe the specific Goods and Services sought, indicate the quantity to be purchased, set forth the delivery schedule for each of the Goods and Services purchased and set the purchase price.

2. Disclaimer of Warranties. The Company has made no affirmation of fact or promise relating to the Goods and Services identified for purchase that has become any basis of this bargain. Further, the Company has made no affirmation of fact or promise relating to the Goods and Services being sold that created or amounted to an express warranty that the Goods and Services would conform to any such affirmation or promise. Any description of the Goods and Services in this Agreement or a Purchase Order is for the sole purpose of identifying the Goods and Services, and the description of the Goods and Services has not been made part of the basis of the bargain and has not created an express warranty that the Goods and Services would conform to any description made by the Company. It is specifically agreed that the Goods and Services sold by the Company are sold without any implied warranty, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. The Goods and Services are sold on an "as is" basis.

3. Limitation of Liability. The Company shall have no liability with respect to its obligations under this Agreement for consequential, punitive, exemplary or incidental damages even if it has been advised of the possibility of such damages (and including, but not limited to damages for loss of business profits, business interruption, loss of business information or any other pecuniary loss). The Company's aggregate liability for any cause of action asserted with respect to its provision of the Goods and Services or its obligations under this Agreement shall not exceed the amounts payable by the Purchaser under this Agreement. In addition, the Company shall not be liable for any damage caused by any interruption of Internet or telecommunication service or any breach of Internet security beyond the control of the Company.

4. Payment. The total Purchase Order price, delinquency charges and applicable taxes for the Goods and Services (the "Full Purchase Amount") shall be payable as indicated on the Purchase Order. The Purchaser shall provide the Company with a copy of a tax exemption certificate for the "ship to" location if exemption from sales or use taxes is claimed by the Purchaser. If Purchaser has not paid the Full Purchase Amount when payment is due, the Company may at its option, and in addition to any other remedies to which it may be entitled, cancel this Agreement and any Purchase Order in its sole discretion and retake possession of the Goods and Services. In such event, the Purchaser will forfeit any sums previously paid for the Goods and Services and shall be liable to the Company for all expenses associated therewith, including applicable shipping and handling charges, collection expenses and attorneys' fees. The Purchaser shall receive written notice from the Company at least three (3) calendar days before such forfeiture and retaking so that the Purchaser may pay the outstanding balance within such three (3) day period in order to prevent such forfeiture and retaking. **UNTIL THE PURCHASER HAS PAID THE FULL PURCHASE AMOUNT FOR ALL THE GOODS AND SERVICES SOLD PURSUANT TO EACH PURCHASE ORDER, THE CONTENT AND ARTWORK DESIGNED BY COMPANY PURSUANT TO SUCH PURCHASE ORDER SHALL REMAIN THE INTELLECTUAL PROPERTY OF COMPANY.**

5. Title, Transfer of Title and Risk of Loss. Purchaser bears the risk of loss upon the earlier of receipt of the Goods and Services by the Purchaser or transmittal of the Goods and Services by the Company to a third party courier for delivery to the Purchaser. The Purchaser receives title to the Goods and Services (including the content and artwork developed by Company) only when the Company receives the Full Purchase Amount, in cash or cash equivalent. The Purchaser agrees to protect the Company's title in the Goods and Services, and expressly agrees not to permit any other person or entity to manufacture or reproduce any Goods and Services designed or provided by the Company until the Full Purchase Amount for all the Goods and Services provided for hereunder is paid.

6. Representations, Warranties and Indemnification. The Purchaser represents and warrants that it is the owner or has the full licensing rights and all other necessary authority to use all content and materials (including, without limitation, copyrights, trademarks and other intellectual property rights) provided to the Company for use as content in the Goods and Services, and that such use does not violate any copyright, trademark or other intellectual property rights of any other person or entity. The Purchaser agrees that the Company may identify the Purchaser as a client in any of its advertising or other promotional materials or activities. The Purchaser hereby agrees to indemnify and hold harmless the Company (and its officers, directors, employees and agents) from any and all losses, damages, fees, costs, fines and expenses (including without limitation, legal fees and expenses) (collectively, "Damages") that the Company may incur as a result of: (i) the Purchaser's breach of any covenant or representation or warranty contained herein, or (ii) any infringement of any patent, copyright, trademark, trade secrets or other intellectual property right of any third party resulting from the Company's use of information provided by the Purchaser. The Purchaser further agrees to pay such Damages as they come due to the Company. The representations, warranties and right to indemnification provided by this Paragraph shall survive the termination of this Agreement.

7. No Waiver. No failure or delay by the Company in exercising any right, power or privilege given by any provision of this Agreement shall operate as a waiver of the provision. Additionally, no single or partial exercise of any right, power or privilege shall preclude any other or further exercise of that or any other right, power or privilege.

8. GOVERNING LAW. THE LAW OF THE STATE TEXAS SHALL GOVERN THIS AGREEMENT, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE STATE OR FEDERAL COURTS FOR DALLAS COUNTY, TEXAS SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT, AND THE COMPANY AND THE PURCHASER SHALL BE SUBJECT TO SERVICE OF PROCESS AND PERSONAL JURISDICTION THEREIN.

9. Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered by hand; sent by certified U.S. mail, cable, telex, telegram, facsimile transmission or electronic mail; or delivered by overnight or similar delivery service, fees prepaid, to the party to whom such notice is to be given. All notices given under this Agreement shall be deemed received three (3) calendar days after deposit in the United States mail if sent via certified mail, on the date of actual delivery if sent via overnight courier, and on the date of actual transmission or delivery if sent via cable, telex, telegram, facsimile transmission or electronic mail or if delivered personally. Notices to the Purchaser and the Company shall be given at the respective addresses set forth in this Agreement. A party may change its addresses for notice by informing the other of the change in writing.

10. Force Majeure. Neither party shall be liable for any delays or failure to perform any of its obligations hereunder due to any causes or contingencies beyond each such non-performing party's control including without limitation, fires, accidents, Acts of God, war, strikes or other labor disputes, governmental actions, orders, or regulations, and any and all other similar matters beyond the control of the parties, except that nothing in this Paragraph eliminates the obligation or extends the due date for payments for Goods and Services due to the Company under a Purchase Order.

11. Remedies. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and in addition to every other remedy given hereunder, now or hereafter existing at law or equity or by statute or otherwise. **THE PURCHASER HEREBY AGREES THAT MONETARY DAMAGES MAY NOT BE ADEQUATE TO REMEDY BREACHES OF THIS AGREEMENT AND EXPRESSLY AGREES THAT THE COMPANY MAY OBTAIN AN INJUNCTION OR OTHER EQUITABLE REMEDY TO PROTECT ITS RIGHTS HEREUNDER.**

12. Entire Agreement. The Purchaser acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Further, the Purchaser agrees that this Agreement, along with any Purchase Orders submitted pursuant hereto, constitute the complete and exclusive agreement between the parties with respect to the matters contained herein and therein, and that such Agreement supersedes and replaces all other documents including, without limitation, oral or written agreements and all other communications between the parties relating to the Goods and Services.

13. Severability. If any part of this Agreement is found to be prohibited by law, the remainder shall remain valid and enforceable.

14. Copies of Agreement. This Agreement may be executed in multiple counterparts, which shall have the same force and effect as an original. Telecopied or faxed copies of signatures shall be effective and shall bind the party signing in that manner.

15. Successors and Assigns. This Agreement shall be binding on, and shall inure to the benefit of the parties' respective heirs, successors and assigns, if any. The Purchaser may not assign its rights under this Agreement without first obtaining the written consent of the Company, such consent not to be unreasonably withheld.

16. Construction of Agreement. Each party has participated fully in the drafting, review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

17. Term and Termination. This Agreement may be terminated (i) by either party upon 30 days written notice; (ii) by either party for any material breach of this Agreement that is not cured within 15 days of the breaching party's receipt of notice specifying the breach; (iii) by the Company immediately upon notice that the Purchaser is or may be insolvent or bankrupt; or (iv) by the Company immediately upon the Purchaser's failure to make any payment required under this Agreement or any Purchase Order. The Company shall retain all moneys paid to the Company prior to any termination of this Agreement. In the event that this Agreement is terminated and there remains unpaid or outstanding some or all of the Full Purchase Amount, within 14 days of the effective days of any termination of this Agreement, the Purchaser shall pay an amount to the Company equal to the Full Purchase Amount, less the value of any portion of the Goods and Services that remains uncompleted as determined in the sole discretion of the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

PURCHASER:

Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Facsimile: _____

By: _____
Name: _____
Title: _____

COMPANY:

NMG, Inc.
8350 N Central Expressway, 16th Floor
Dallas, TX 75206

Telephone: (214) 826-1803
Facsimile: (214) 826-0995

By: _____
Name: _____
Title: _____