



PERSONAL GUARANTY

Name _____ (“Guarantor”), as an equity owner of Licensee, irrevocably guarantees to Licensor, the full and due performance by the Licensee and by its successors and assigns (collectively “Licensee”), of all the terms, obligations, covenants and agreements under the Agreement attached hereto (the “Agreement”), and each of them, on the part of Licensee to be observed or performed, and without limiting the foregoing, the full and punctual payment by Licensee of all Monthly Office Package Charges, Service Charges, and other sums of money, as and when they become due and payable by Licensee, as provided in the Agreement, during the full term of the Agreement. Capitalized terms but not used herein shall have the meanings given such terms in the Agreement.

The undersigned waives notice of acceptance of this Guaranty, and agrees that this Guaranty shall be a continuing one and further agrees as follows:

1. Notice of any and all defaults on the part of Licensee is waived, and consent is given to all extensions of time, waivers or indulgences of any kind, that Licensor may grant to Licensee with reference to the performance by Licensee of any of the terms, obligations, covenants or agreements in or under the Agreement. Full consent is also given by the undersigned to any and all changes, modifications or amendments in, of or to any such terms, obligations, covenants or agreements as well as to conditions of, in or under the Agreement that may be made by agreement between Licensor and Licensee or otherwise; and the undersigned waives any and all requirements whatsoever on the part of Licensor to first to exhaust or pursue its, or their remedies against Licensee before Licensor shall have the right to proceed directly, and recover against, the undersigned.
2. The undersigned, without limiting any of the foregoing provisions of this Guaranty, also waives notice of any and all changes, modifications or amendments, in, of or to the Agreement that may be agreed upon between Licensor and Licensee or that may be permitted or suffered in connection with the agreement, or the performance thereof, as well as notice of any waivers, indulgences or extensions granted or suffered by Licensor. The undersigned further agrees that, notwithstanding any waivers, extensions or indulgences granted or suffered by Licensor, and notwithstanding any changes, amendments or modifications, in or to the Agreement, by agreement or otherwise, the undersigned shall be and remain, and is absolutely and fully liable to Licensor under this Guaranty.
3. The undersigned further agrees that this Guaranty, and the obligations of the undersigned under it, shall in no way be terminated, affected or impaired by reason of the assertion by Licensor against Licensee of any rights or remedies reserved to Licensor pursuant to or by virtue of the provisions of the Agreement.
4. All of the foregoing agreements of the undersigned contained in this Guaranty, and each of them shall be binding upon the undersigned, its successors and assignees, and shall inure to the benefit of Licensor, its successors and assigns. The undersigned may not assign its obligations under this Guaranty without the prior written consent of Licensor
5. This Guaranty is executed by the undersigned prior to, or simultaneously with, the execution and delivery of the Agreement by Licensor, and to induce Licensor to execute and deliver the Agreement well knowing that the Licensor would not do so without this Guaranty.

Guarantor listed above has caused this Guaranty to be executed today _____

Signature: _____ DATE _____