

**SUMMONS  
(CITACION JUDICIAL)**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

Sudo Security Group, Inc., a Delaware corporation

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

6x7 Networks, LLC, a Delaware limited liability company

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Superior Court of California  
County of San Francisco  
400 McAllister St., San Francisco, CA 94102

CASE NUMBER: (Número del Caso):

CGC-19-581498

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Marc A. Indeglia (SBN 180635) Indeglia PC, 13274 Fiji Way, Suite 250, Marina del Rey, CA-90292

DATE:

(Fecha)

DEC 13 2019

CLERK OF THE COURT

Clerk, by  
(Secretario)

Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)

DELAZGA-NAVARRO, Rossaly



**NOTICE TO THE PERSON SERVED:** You are served

1.  as an individual defendant.
2.  as the person sued under the fictitious name of (specify):
3.  on behalf of (specify):  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
4.  by personal delivery on (date)

1 MARC A. INDEGLIA (SBN 180635)  
2 *marc@indegliapc.com*  
3 INDEGLIA PC  
4 13274 Fiji Way, Suite 250  
Marina del Rey, CA 90292  
Telephone: (310) 982-2720

5 Attorneys for Plaintiff,  
6 6X7 NETWORKS, LLC

**FILED**  
San Francisco County Superior Court  
DEC 13 2019  
BY: *[Signature]* CLERK OF THE COURT  
Deputy Clerk

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
8 COUNTY OF SAN FRANCISCO

CGC - 19 - 587498

11 6x7 NETWORKS, LLC, a Delaware limited  
12 liability company;

13 Plaintiff,

14 vs.

16 SUDO SECURITY GROUP, INC., a Delaware  
17 corporation doing business as Guardian; and  
DOES 1 through 100, Inclusive,

18 Defendants.

**COMPLAINT FOR:**

- 1) Breach of Master Services Agreement and Initial Order
- 2) Breach of Master Services Agreement and Second Order
- 3) Account Stated

22 **TO THE HONORABLE JUDGE OF THE COURT AND ALL PARTIES:**

23 Plaintiff 6x7 Networks, LLC (“6x7” or “**Plaintiff**”) for its Complaint against Defendant Sudo  
24 Security Group, Inc., a Delaware corporation doing business as “Guardian” (“**Guardian**” or  
25 “**Defendant**”) alleges as follows:

26 ///  
27 ///  
28 ///

FILED BY FAX

THE PARTIES

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1. Plaintiff is a limited liability company formed under the laws of the State of Delaware, with its principal place of business in San Francisco, California.

2. Defendant is a corporation organized under the laws of the State of Delaware and has its principal place of business in San Francisco, California.

3. The true names and capacities, whether individual, corporate, associate or otherwise, of the Defendants named herein as DOES 1 through 100, inclusive, are unknown to Plaintiff, who therefore sues said Defendants by such fictitious names and will amend this Complaint to show their true names and capacities when the same are ascertained. Plaintiff is informed and believe, and based thereon alleges, that all Defendants, and DOES 1 through 100, inclusive, are and were the alter ego of the other Defendants, and the actions, representations, and other conduct alleged herein of the one were and are the actions, representations, and conduct of the others, and each of them is and was bound thereby as having done, made, and/or committed the same directly. At all times mentioned herein, Defendants' conduct is and was the action, representation, and conduct of each and all other such Defendants, and each such Defendant is and was to be obligated, responsible held liable, and charged thereby.

4. At all times herein mentioned, Defendants, both named and fictitious, were the principals, beneficiaries, agents, co-conspirator, joint ventures, subcontractors, alter egos, third party beneficiaries, partners, servants, contractors, trustees, employees or otherwise, of the remaining Defendants, and each of them, for the agreements, transactions, events, omissions, and/or acts hereinafter described, and that the acts and omissions herein alleged were done by them, acting individually, through such capacity and within the scope of their authority, and that said conduct was ratified and adopted by each of the remaining Defendants.

5. At all times herein mentioned, Defendants, both named and fictitious, whether all of them or some combination thereof, conspired together for the purpose of accomplishing an unlawful purpose and/or a lawful purpose unlawfully.

///  
///

STATEMENT OF FACTS

1  
2           6.       On or about June 5, 2019, Plaintiff and Defendant entered into a written Master  
3 Service Agreement (the “**MSA**”), pursuant to which would provide telecommunication services,  
4 goods, and other offerings (“**Services**”) under one or more orders for Service (each an “**Order**” and,  
5 collectively, the “**Orders**”) submitted by Defendant and accepted by Plaintiff. Pursuant to the MSA,  
6 each accepted order would become part of the MSA.

7           7.       Concurrently therewith, Defendant submitted, and Plaintiff accepted, an initial Order  
8 (the “**Initial Order**”) for Services for a hardened data center and content delivery solutions relating  
9 thereto, all as set forth on the Initial Order (the “**Initial Order Services**”). A true and correct copy  
10 of the Initial Order and the MSA are collectively attached hereto as **Exhibit 1**.

11           8.       Pursuant to the MSA and the Initial Order, Defendant agreed to pay for the Initial  
12 Order Services as follows:

13                   (a)     Non-Recurring Costs of \$8,000; and

14                   (b)     Monthly Recurring Costs of \$5,748.

15           9.       The term of the Initial Order Services was three (3) years.

16           10.      On or about July 23, 2019, Defendant submitted, and Plaintiff accepted, a second  
17 Order (the “**Second Order**”) for two (2) hardened data centers and content delivery solutions  
18 relating thereto, all as set forth on the Second Order (the “**Second Order Services**”). A true and  
19 correct copy of the Second Order is attached hereto as **Exhibit 2**.

20           11.      Pursuant to the MSA and the Second Order, Defendant agreed to pay for the Second  
21 Order Services as follows:

22                   (a)     Non-Recurring Costs of \$52,600; and

23                   (b)     Monthly Recurring Costs of \$29,652.

24           12.      The term of the Second Order Services was five (5) years.

25           13.      From approximately May 31, 2019 through approximately October 1, 2019, Plaintiff  
26 provided Services in accordance with the MSA, the Initial Order, and the Second Order.

27           14.      Defendant has breached the MSA, the Initial Order, and the Second Order by failing  
28 to pay for the Services as agreed.

1 15. On or about September 18, 2019, Plaintiff sent Defendant written notice that the  
2 amounts due under the MSA, the Initial Order, and the Second Order were overdue, that the notices  
3 were Plaintiff's final notices prior to terminating the Services in accordance with the MSA, that if  
4 the amounts due were not received by October 1, 2019, that the MSA, the Initial Order, and the  
5 Second Order would be terminated and impose the early termination charges permitted by the MSA.

6 16. Defendant did not make the required payments, and accordingly, Plaintiff terminated  
7 the MSA, the Initial Order, and the Second Order. Pursuant to the MSA, all of Defendant's payment  
8 obligations under the MSA, the Initial Order, and the Second Order, including, but not limited to,  
9 monthly Service Fees through the end of the respective terms indicated on the Orders became due in  
10 full immediately.

11 17. Accordingly, Defendants now owe Plaintiff \$2,046,048.

12  
13 **FIRST CAUSE OF ACTION**

14 **BREACH OF MSA AND FIRST ORDER**

15 **(Against Defendant and Does 1 through 100)**

16 18. Plaintiff re-alleges paragraphs 1 through 17 and incorporate them by reference herein.

17 19. On or about June 5, 2019, Plaintiff and Defendant entered into the MSA.

18 20. Concurrently therewith, Defendant submitted, and Plaintiff accepted, the Initial Order  
19 for the Initial Order Services.

20 21. Pursuant to the MSA and the Initial Order, Defendant agreed to pay for the Initial  
21 Order Services as follows:

22 (a) Non-Recurring Costs of \$8,000; and

23 (b) Monthly Recurring Costs of \$5,748.

24 22. The term of the Initial Order Services was three (3) years.

25 23. From approximately May 31, 2019 through approximately October 1, 2019, Plaintiff  
26 provided Services in accordance with the MSA and the Initial Order.

27 24. Plaintiff has performed all conditions, covenants, and promises required by it on its  
28 part to be performed in accordance with the terms and conditions of the MSA and the Initial Order.



1 but not limited to, monthly Service Fees through the end of the term of the Second Order, totaling  
2 \$1,831,720, are now due in full.

3 34. As a direct and proximate result of Defendant's breach of the MSA and the Second  
4 Order, Plaintiff has been damaged in an amount to be determined at trial, but in no event less than  
5 \$1,831,720, together with pre-judgment interest, as well as all attorney fees and costs incurred in  
6 enforcing the MSA and the Second Order.

7  
8 **THIRD CAUSE OF ACTION**

9 **ACCOUNT STATED**

10 **(Against Defendant and Does 1 through 100)**

11 35. Plaintiff re-alleges paragraphs 1 through 17 and incorporate them by reference  
12 herein.

13 36. In the last four years, Defendant became indebted to Plaintiff because an account was  
14 stated in writing by and between Plaintiff and Defendant in which it was agreed that Defendant was  
15 indebted to Plaintiff.

16 37. The amount of \$2,046,048, which is the reasonable value of the account, is due and  
17 unpaid as of October 1, 2019, despite Plaintiff's demands, plus pre-judgment interest at the rate of  
18 ten percent (10%) per annum from October 1, 2019 through the date of judgment.

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**PRAYER FOR RELIEF:**

WHEREFORE, Plaintiffs pray for judgment against Defendant as follows:

1. For general and special damages in an amount to be proven at trial, but in no event less than \$2,046,048;
2. For pre-judgment and post-judgment interest at the maximum rate allowed by law;
3. For costs of suit incurred herein;
4. For reasonable attorney fees; and
5. For such other and further relief as the Court may deem just and proper.

DATED: December 13, 2019

Respectfully submitted:

INDEGLIA PC

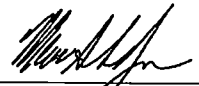
By:   
MARC A. INDEGLIA  
Attorneys for Plaintiff  
6x7 NETWORKS, LLC



Exhibit 1

## Quotation

### Proposal for hardened datacenter and content delivery solution

Date: 05/31/2019

Client: Steve Russell – (Guardian)

Location: 6x7 SF1 Carrier-Neutral Datacenter – 5030 3<sup>rd</sup> st, San Francisco, CA

Proposal: 6x7 will provide a solution for total infrastructure support for Guardian's global deployment, starting with 5 global sites. Guardian's needs consist of pushing packets through CPU cores as fast as possible, for as low-latency an experience as possible, for our mutual end customers. Latency is the enemy.

6x7 has created a hardware platform targeted at AI and Machine Learning that is highly applicable, and with minor modifications, can likely support massive scale-out of Guardian's services globally through distributed POPs.

A full scope solution, serviced and supported by 6x7 with hardware and software engineering support, is provided, turn-key and out the gate.

Contract must be fully funded and this quote/MSA signed to initiate.

#### PHASE 1

**Test and tune - DURATION 1 month unless renewed.**

Location: 6x7 SF1 Carrier-Neutral Datacenter – 5030 3<sup>rd</sup> st, San Francisco, CA  
Service:

- 1x 42U locked cab ~~MRC \$2450 NRC \$2000~~ MRC \$799 NRC \$1400
- 1 30A Power MRC \$1299 NRC \$1600
- 1x 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm ~~MRC \$4800 NRC \$9600~~  
MRC \$2800 NRC \$1000
- Redundant 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm to Diverse Core Router ~~MRC \$4800 NRC \$9600~~ MRC \$2800 NRC \$1000 NO CHARGE PER BC

#### CUSTOM ENGINEERING:

- 1x 20core/40thread proprietary bare-metal compute node 32GB of RAM (Capacity 1T) \$350 MRC \$2000 NRC
- 2x10g NICs w 1310nm LR optics
- Dual redundant connections to diverse core routers

**CUSTOM ENGINEERING:**

- 1x 40core/80thread proprietary bare-metal compute node 32GB of RAM (Capacity 1T) \$500 MRC \$2000 NRC
- 4x10g NICs w 1310nm LR optics
- Dual redundant connections to diverse core routers

THIS PRICING IS CONFIDENTIAL and requires a signed counterpart

IPs: 8 Static.

SLA: 2 hour response 4 hour cure 24/7/365.25 99.999\*%

Term: 3 year

Install lead time: **30 days** from executed contract, quote, and payment of NRC and 1<sup>st</sup> month MRC.

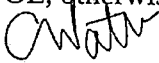
This quotation is invalid without a companion Master Services Agreement.

This quotation expires **15days** from the date above.

Prices indicate price for qty1, qty actually used to be billed.

This quotation is invalid unless signed by the Customer.

\*= Requires if applicable 24/7/365.25 access to all of customer's facilities including roof, riser, and MPOE, otherwise best-effort.

Signed: 

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_



6x7 Networks, LLC 4104 24<sup>th</sup> st #403 San Francisco CA 94114

## Master Service Agreement

This Master Service Agreement (the “Agreement”) is between 6x7 Networks, LLC. (“6x7”) and the Customer shown at the end of this document and consists of (i) this document and (ii) the Customer’s Order(s). 6x7 will begin installation and Service only after it receives and accepts: (i) a signed Order; (ii) this Agreement signed by a Customer authorized representative; and (iii) the Initial Payment due under Section 1.1 of this Agreement.

1. **Service Fees and Billing.** Customer agrees to pay the monthly charges for Service, the activation and other charges indicated on the Order(s) or otherwise due hereunder (collectively, “Fees”). Fees do not include applicable taxes (if any), shipping charges (if any), all of which shall be billed in addition to the Fees and shall be the responsibility of the Customer.

1.1 **Initial Payment.** Upon 6x7’s acceptance of the Order and full execution of this Agreement, Customer shall be invoiced for all Service Activation Charges and the first full month’s Fees which shall be immediately to activate the order.

2. **Recurring Fees.** 6x7 will bill Customer monthly in advance for all recurring Fees and in arrears for usage-based or non-recurring Fees. Billing for monthly Fees will begin on the earlier of: (a) the date that Customer starts using the Service or installs Customer Equipment in 6x7’s premises (b) the date of the Service Activation Notice.

3. **Payment.** Customer will pay in full all invoices from 6x7 in U.S. dollars on or before the date specified on said invoices, generally invoices are due on receipt. Late payments will accrue interest at a rate of ten percent (10%) per month or the highest rate allowed by applicable law, whichever is lower. If payment is returned to 6x7 with insufficient funds, Customer is considered to not to have paid and subject to a returned check charge of \$25 and may be terminated for Nonpayment as described in 13.1.

4. **Local and Long Distance Carriers.** Customer is responsible for ordering, maintaining, terminating and paying for any data and telecommunications circuits provided to Customer by local and long-distance carriers including cross-connects from 6x7.



5. Other Networks. Customer is responsible for paying any fees, obtaining any required approvals and complying with any laws or usage policies applicable to transmitting data beyond the Network and/or through other public and private networks. 6x7 is not responsible or liable for performance or non-performance of such networks or their inter-connection points.

6. This paragraph intentionally deleted.

7. NO WARRANTY. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES AND THE COLOCATION SPACE ARE AT CUSTOMER'S OWN RISK. 6X7 DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. 6X7 DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

8. Disclaimer of Third Party Actions and Control. 6x7 does not and cannot control the flow of data to or from the Network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions caused by these third parties can produce situations in which Customer connections to the Internet (or portions thereof) may be impaired or disrupted. 6x7 cannot guarantee that such situations will not occur and, accordingly, 6x7 disclaims any and all liability resulting from or related to such events. In the event that Customer's use of the Service or interaction with the Internet or such third parties is causing harm to or threatens to cause harm to the Network or its operations, 6x7 shall have the right to suspend the Service. 6x7 shall restore Service at such time as it reasonably deems that there is no further harm or threat of harm to the Network or its operations.

9. Insurance. Customer will keep in full force and effect during the term of this Agreement: (i) commercial general liability insurance; (ii) workers' compensation insurance in an amount not less than that required by applicable law; and (iii) business property insurance covering Customer's equipment in the amount of its replacement value, and shall furnish certificates of additionally insured naming



6x7 as the insured party, upon reasonable request of 6x7.

#### 10. Limitations of Liability.

10.1 Personal Injury. 6x7 will not be liable for any harm or personal injury to Customer personnel resulting from any cause, other than 6x7's gross negligence or willful misconduct.

10.2 Damage to Customer Equipment. 6x7 is not liable for damage to, or loss of any of Customer Equipment resulting from any cause, other than 6x7's gross negligence or willful misconduct and then only in an amount not to exceed the replacement value of the damaged Customer Equipment, or the total amount paid by Customer to 6x7 for one month's service, whichever is lower.

10.3 Damage to Customer Business. In no event will 6x7 be liable for any incidental, punitive, indirect, or consequential damages (including without limitation any lost revenue or lost profits) or for any loss of technology, loss of data, or interruption or loss of use of Service (except as set forth in Section 6) or any other similar claims by Customer or related to Customer's business, even if 6x7 is advised of the possibility of such damages. 6x7 will not be liable for any damages or expenses incurred by Customer as a result of any deficiency, error, or defect in 6x7's service whether due to equipment, hardware, software, or 6x7's failure to correct the same.

10.4 Maximum Liability. Notwithstanding anything to the contrary in this Agreement, 6x7's maximum aggregate liability to Customer related to or in connection with this Agreement whether under theory of contract, tort (including negligence), strict liability or otherwise will be limited to the total amount paid by Customer to 6x7 for one month's service.

11. Customer will indemnify, defend and hold harmless the 6x7 Parties from and against any and all claims, actions or demands arising out of Customer's use of the Service alleging: (a) with respect to the Customer's business: infringement or misappropriation of any intellectual property rights; defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity; or spamming or any other offensive, harassing or illegal conduct or violation of the Acceptable Use Guidelines; (b) any loss suffered by, damage to or injury of any other 6x7 customer, any other customer equipment or personnel, which loss, damage or injury is caused by acts or omissions by Customer personnel; (c) any personal injury suffered by any Customer personnel arising out of such



individual's activities related to the Services, unless such injury is caused by 6x7's gross negligence or willful misconduct; or (d) any other damage arising from the Customer Equipment or Customer's business. Customer agrees to reimburse 6x7 for the expense and cost of handling such claims including, without limitation, legal fees.

12. Term. This Agreement will commence on the Effective Date and shall expire at the end of the last "Term" specified in any Order, unless sooner terminated as provided in Section 13 below, provided, however, that each Order shall automatically renew for additional periods of the same length as the initial Term upon the end of its Term unless one party provides the other written notice that it is terminating such Order not more than 120 days and not less than 90 days prior to the end of the Term specified in the Order.

12.1 Rate Adjustments. After the initial term, 6x7 has the right to increase rates by giving Customer 90 days advance notice of its intention to do so. Customer may terminate service within the 90 day period or continue to use service and pay the increased rate.

13. Termination.

13.1 Nonpayment. 6x7 may suspend Service to Customer if any amount due hereunder is not paid in full within fifteen (15) days after Customer is sent an overdue notice. To reinstate Service, 6x7 will require payment of the overdue amount. 6x7 may terminate this Agreement (or at its option, only the relevant Order) if any amount due hereunder is not paid in full within thirty (30) days after Customer is sent an overdue notice.

13.2 Bankruptcy. 6x7 may terminate this Agreement upon written notice to Customer if Customer becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, or liquidation for the benefit of creditors, if such petition or proceeding is not dismissed within 60 days of filing.

13.3 Unacceptable Use. 6x7 may immediately terminate this Agreement if Customer violates any provision of the 6x7 Acceptable Use Guidelines that results or could result in suspension by 6x7.

13.4 For Other Cause. Except as otherwise stated, either party may terminate this Agreement if the other party breaches any material term or condition of this Agreement and fails to cure such breach within ten (10) days after receipt of



written notice of the same.

13.5 6x7 shall have the right to terminate Customer's use of the Colocation space or the Service delivered at a specific facility therein in the event that 6x7's rights to use the facility terminates or expires for any reason.

13.6 Effect of Termination. Upon expiration or termination of this Agreement: (a) 6x7 will cease providing the Services; (b) except in the case of termination by Customer pursuant to Section 12.1, 13.4, or 13.5, all of Customer payment obligations under this Agreement, including but not limited to monthly Service Fees through the end of the Term indicated on the Order(s) will become due in full immediately; and (c) within ten (10) days, Customer will remove all of Customer Equipment and any other property from 6x7's premises and return the Colocation Space to 6x7 in the same condition as it was prior to Customer installation. If Customer does not remove such property within the ten (10) day period, 6x7, at its option and at Customer expense, may remove and store any and all such property, return such Equipment to the Customer, or dispose of such equipment without liability for any related damages. In addition 6x7 reserves at any time the right to charge any previously used payment methods and/or to hold any Customer Equipment until it has received payment in full.

14. Survival. The Parties' respective representations, warranties, and covenants, together with obligations of indemnification, confidentiality and limitations on liability will survive the expiration, termination or rescission of this Agreement and continue in full force and effect.

#### 15. Miscellaneous Provisions.

15.1 Force Majeure. Other than with respect to failure to make payments due hereunder, neither party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused or occasioned by, or due to fire, earthquake, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond its reasonable control.

15.2 No Lease. This Agreement is a services agreement and is not intended to and will not constitute a lease of or tenancy or other interest in the Colocation Space or other 6x7 premises, the 6x7 Equipment or any other real or personal property.





15.3 Government Regulations. Customer will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business.

15.4 Assignment. Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, except to an affiliate or a party that acquires substantially all of the assigning party's assets or a majority of its stock as part of a corporate merger or acquisition. Any attempted assignment or delegation without such consent will be void. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

15.5 Notices. Any required notice hereunder may be emailed to [ben@6by7.net](mailto:ben@6by7.net) delivered personally or by courier; sent by confirmed facsimile; or mailed by registered or certified mail, return receipt requested, postage prepaid, to either party at the name and address on the signature page of this Agreement, or at such other address as such party may provide to the other by written notice. Such notice will be deemed to have been given as of the date it is delivered personally or by courier, or five (5) days after it is sent by confirmed facsimile or mailed.

15.6 Relationship of Parties. This Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties.

15.7 Changes Prior to Execution. Customer represents and warrants that any changes to this Agreement made by it were properly marked as changes and that Customer made no changes to the Agreement that were not properly identified as changes.

15.8 Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws principles.

15.9 Confidential Information. The terms and conditions of this Agreement, any Order(s) and other related 6x7 documents are confidential information.

16. General. This Agreement (including Appendix A and B below), together with the Order(s) and 6x7 policies referred to in this Agreement, as well as any



Addendum executed by both parties in good faith, is the complete agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any other agreement or understanding, written or oral. In the event of a conflict in terms between this MSA and any Addendum, the language in the Addendum shall control. This Agreement may be executed in two or more counterparts (and the signature pages may be delivered with ink or electronic signature or by facsimile or email), each will be deemed an original, but all together will constitute one and the same instrument. This Agreement may be modified only through a written instrument signed by both parties. Should any provision of this Agreement be declared void or unenforceable, such provision will be deemed amended to achieve as nearly as possible the same economic effect as the original terms and the remainder of this Agreement will remain in full force and effect. If a conflict arises between Customer's purchase order terms and this Agreement and Order(s), this Agreement and Order(s) shall take precedence. In the case of international, federal, state or local government orders, Customer purchase order must contain the following language: "This purchase order is being used for administrative purposes only and is subject to the terms and conditions of the 6x7 Master Service Agreement executed between Customer and 6x7."

#### 17. Definitions

"Bandwidth Fees" Fees for usage of bandwidth provided under this Agreement as set forth in the Order.

"Colocation Space" The physical area within 6x7's Colocation facility identified in an Order.

"Customer Equipment" The computer, network, or other equipment placed by or for Customer in the Colocation Space, other than 6x7 Equipment.

"Fees" Charges and fees for Services charged to Customer by 6x7, exclusive of Taxes.

"6x7 Equipment" All computer equipment, software, networking hardware, shelving, cabling, cross-connects or other materials belonging to or furnished by 6x7.

"6x7 Parties" 6x7 and its affiliates, owners, partners, trustees, officers, directors, employees, and agents.



**6x7 Networks**  
CRITICAL SYSTEMS

“Network” The network of routers, switches and circuits that are owned or controlled by 6x7.

“Order” An order for Service prepared by 6x7, submitted by Customer, and accepted by 6x7. 6x7 is under no obligation to accept an Order. For legacy purposes, an Order may also be called Quotation of Services (“Quote”). Customer and 6x7 may enter into subsequent Order(s), which will automatically become part of this Agreement. In the event of conflict between the terms of this Agreement and the terms of an Order, the terms of the Order shall control.

“Personnel” refers to employees, representatives, agents, contractors, or subcontractors.

“Ready For Service Date” refers to the date 6x7 has delivered the Service ready for customer use.

“Service” All services, goods and other offerings provided by 6x7 under an Order pursuant to this Agreement.

APPENDIX A: INTERNET SERVICE This appendix only applies if Customer is receiving Internet Service from 6x7 Electric.

A.1 Acceptable Use Guidelines. Customer will at all times comply with and conform its use of the Service to the 6x7 Acceptable Use Guidelines (set forth at 6x7’s website), as updated from time to time. In the event Customer violates 6x7’s Acceptable Use Guidelines, 6x7 shall have the right to immediately suspend Service. 6x7 will provide notice and opportunity to cure, if and to the extent 6x7 deems practicable, depending on the nature of the violation and availability of the Customer. 6x7, in its reasonable and sole discretion, may re-enable the Service upon satisfaction that all violations have ceased and with adequate assurance that such violations will not occur in the future.

A.2 Updates. 6x7 may update the 6x7 Acceptable Use Guidelines from time to time by posting such updates on 6x7’s website. References herein to the 6x7 Acceptable Use Guidelines shall mean the most updated version of such policies or procedures posted on 6x7’s web site. 6x7 shall notify Customer of any material changes to its policies and procedures.

A.3 Illegal Use. Customer will cooperate in any investigation of Customer’s alleged illegal use of 6x7’s facilities or other networks accessed through 6x7. If



Customer fails to cooperate with any such investigation, 6x7 may suspend Customer's Service immediately. Additionally, 6x7 may modify or suspend Customer's Service in the event of illegal use of the Network or as necessary to comply with any law or regulation, including the Digital Millennium Copyright Act of 1998, 17 U.S.C. 512, as reasonably determined by 6x7.

**A.4 Address Space.** 6x7 will assign IP addresses to Customer based upon ARIN guidelines. Addresses assigned to Customer by 6x7 may only be used while a 6x7 Internet Service customer. If Customer has a valid address allocation from ARIN, RIPE, APNIC, LACNIC, or AFRINIC Customer may request 6x7 to announce it via BGP at no additional charge.

**A.5 Bandwidth Measurement.** Bandwidth usage will be calculated by 6x7 using the 95<sup>th</sup> percentile of samplings taken at 5 minute intervals on a monthly basis. Samples are taken by 6x7 via SNMP from the 6x7 switch or router port Customer is directly connected to and are the greater of input or output bits per second. 95<sup>th</sup> percentile is determined by sorting the sample data from smallest to largest and discarding the top 5 percent, with the remaining largest sample designated as the 95<sup>th</sup> percentile.

## APPENDIX B: COLOCATION IN 6X7 FACILITIES

This appendix only applies if Customer is receiving Colocation from 6x7 in a 6x7 data center.

**B.1 Use of Space.** 6x7 grants Customer the right to operate Customer Equipment at the Colocation Space, as specified on Customer's Order. Except as specifically provided herein, Customer expressly assumes all risk of loss to Customer Equipment in the Colocation Space. Customer shall be liable to 6x7 for any damage to the Colocation facility, 6x7 Equipment or equipment of other 6x7 customers caused by Customer, Customer Equipment, or Customer's personnel. Customer Equipment shall be industry-accepted information and communication technology equipment suitable for use in a data center and shall retain the appropriate government approvals including without limitation CE, UL, and NEBS.

**B.2 Customer Equipment Installation and Removal.** Customer is responsible for all aspects of installation and removal of Customer Equipment, including bringing appropriate equipment, tools and packaging materials. Customer will install Customer Equipment in the Colocation Space after obtaining the appropriate



authorization from 6x7 to access 6x7 premises. Customer will remove all packaging for Customer Equipment promptly after installation. Should Customer use an agent or other third party to deliver, install or remove Customer Equipment, Customer will be solely responsible for the acts of such party. At Customer's option, 6x7 will remove and package Customer Equipment and place Customer Equipment in a designated area for pick-up, on the condition that Customer either provide or pay for all needed packaging plus pay 6x7's packaging fees and charges. Within five (5) days after authorization from 6x7, Customer will remove Customer Equipment from the designated area or arrange on a pre-paid basis for a carrier to pick-up and ship such equipment to Customer. Customer may request remote hands service for the purpose of installation of equipment that has been shipped preconfigured by Customer to 6x7.

**B.3 Designated Space.** 6x7 will designate space for Customer. All of Customer's equipment and property must be stored in Customer's designated space or removed from the premises by Customer. Equipment and other property left by Customer in an area other than the Customer's designated space may be considered abandoned by 6x7. In that event, 6x7 may, at its option either (a) retain such items as its property or dispose of them without accountability in such a manner as 6x7 shall determine, at Customer's expense, or (b) remove and store such items for Customer, at Customer's expense.

**B.4 Electrical Power.** Unless otherwise specified on Customer's Order, each cabinet or rack shall be supplied with TWO 110 VAC 15A electrical circuits connected to its own circuit breaker, however they are A and B feeds, therefore the combined power draw may only be ½ of the total continuous 80% de-rated load. At its sole option, 6x7 may elect to provide 208/240v power, in which case the amperage of circuits will be reduced accordingly. Customers may upgrade their power needs through placing an Order for upgraded services at anytime. Any power distribution provided by 6x7 are subject to the Limitations of Liability contained within this Agreement. 6x7 does not keep track of the power requirements of customer equipment and will not be held liable by Customer if Customer, by action of Customer's personnel or by 6x7's personnel at the request of Customer, exceeds the rating of an electrical circuit, power strip, and/or circuit breaker. 6x7 Electric is not responsible for damage caused by loss of power due to a circuit breaker tripping, equipment failure, or other reason. If Customer uses more than ½ of 80 percent the rated number of amps on an A/B redundant electrical circuit (or in the case of shared cabinet customers more than the number of amps contracted) 1) 6x7 will notify Customer that they are over amperage on



the circuit 2) After thirty days (30) if the over amperage condition is not cured, for each over amperage electrical circuit Customer will pay an additional over amperage fee equal to the monthly cost of the electrical circuit or the monthly cost of the cabinet if the electricity was included in the cabinet pricing. Customer is responsible for any damage to the circuit breaker, wiring, electrical outlet, power strip, or other electrical equipment caused by a sustained over amperage condition.

B.5 Cross Connects. Customer may run cross connects between Customer's adjacent cabinets at no charge. In addition to any cross connects between Customer's adjacent cabinets, Customer may request cross-connects through Customer's nonadjacent cabinets, within 6x7's facility, by placing an Order. Customer may request cross connects at the then current rate. All cross connects to cabinets other than Customer's cabinets or between Customer's nonadjacent cabinets shall be installed solely by 6x7 and no cross connects shall be performed in any other manner or location, unless otherwise permitted by 6x7 in writing at its sole discretion. 6x7 provides only SMF 1310nm LR optic cross-connects, no copper or MMF infrastructure is available. The term of the license of any such cross connects shall commence on the date of installation. Customer may terminate the license of any such cross connection upon at least thirty (30) days advance written notice to 6x7 (provided that, without limiting such notice period, the effective date of termination must be the first day of a calendar month). Customer shall not be entitled to any other cross connects or other connections. All cross connects shall be subject to the consent of the party with whom Customer wishes to connect.

B.6 Remote Hands Service. Customer may request 6x7 to perform "remote hands" service on Customer's equipment within 6x7's facilities. Remote hands service involves 6x7 personnel physically touching or inspecting Customer's equipment at Customer request. Remote hands tasks are limited to simple tasks such as pressing a button, flipping a switch, or hooking up a monitor and reporting what is on the screen, that take no longer than 15 minutes to perform. Remote hands tasks do not include configuration of customer equipment. Remote hands service does not include daily scheduled tasks such as tape changing. Customer may request a maximum of 1 hour of remote hands service per month at no charge. Remote hands service in excess of 1 hour is available at additional charge. Customer is not required to use the remote hands service. Customer may choose to use its own personnel to perform any task on its equipment at any time. Customer understands that computers and telecommunications equipment (hardware) are electromechanical devices and may fail. Customer is solely responsible for the



maintenance and replacement of its hardware. 6x7 does not warrant either the results to be obtained from the remote hands service or that the remote hands service will be error free. Customer agrees to indemnify and hold harmless 6x7 against any loss, damage, cost and expense due to claims from Customer or third parties arising out of Customer's remote hands requests.

**B.7 Access and Security.** Customer personnel may access the Colocation Space as allowed by the access list provided by Customer to 6x7. 6x7 reserves the right to deny access to specific Customer personnel for billing or security reasons. Customer shall be responsible for any authorized or unauthorized access to Customer Equipment through the Internet and any resulting use of Service.

**B.8 Prohibited Uses.** Customer shall not do or allow any use which in the opinion of 6x7 (a) causes or is likely to cause damage or constitutes a nuisance or annoyance to the facility, equipment, personnel, or other customers (b) would violate a condition of standard fire insurance policy for data processing centers in California (c) would violate any certificate of occupancy for the building.



**6x7 Networks**  
CRITICAL SYSTEMS

**CUSTOMER**

*Onwater*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Postal Code


\_\_\_\_\_  
Country

\_\_\_\_\_  
Telephone


\_\_\_\_\_  
Email

*VGAZ*




**TITLE** 6x7  
**FILE NAME** 6x7 Networks Quote - Guardian[4].docx and 1 other  
**DOCUMENT ID** bf12f48cfebb225b1728f88d847a45ac06e82388  
**STATUS**  Completed


Document History

-   
SENT


**05/31/2019**  
22:27:08 UTC

Sent for signature to Chirayu Patel (chirayu.patel@guardianapp.com) and Ben Cannon (ben@6by7.net) from ben@6by7.net  
IP: 206.80.236.18
-   
VIEWED


**06/05/2019**  
18:31:57 UTC

Viewed by Chirayu Patel (chirayu.patel@guardianapp.com)  
IP: 4.14.107.98
-   
SIGNED


**06/05/2019**  
18:36:16 UTC

Signed by Chirayu Patel (chirayu.patel@guardianapp.com)  
IP: 4.14.107.98
-   
VIEWED

**06/05/2019**  
18:37:25 UTC

Viewed by Ben Cannon (ben@6by7.net)  
IP: 206.80.236.18
-   
SIGNED

**06/05/2019**  
18:37:37 UTC

Signed by Ben Cannon (ben@6by7.net)  
IP: 206.80.236.18
-   
COMPLETED

**06/05/2019**  
18:37:37 UTC

The document has been completed.

**Exhibit 2**

## Quotation

### Proposal for hardened datacenter and content delivery solution

Date: 07/22/2019

Client: Guardian

Location: 6x7 SF1 Carrier-Neutral Datacenter – 5030 3<sup>rd</sup> st, San Francisco, CA

Service:

- 4x 42U locked cab ~~MRC \$2450 NRC \$2000~~ MRC \$799 NRC \$1400
- 2x 30A Power MRC \$1665 NRC \$1600
- 1x 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm ~~MRC \$4800 NRC \$9600~~  
MRC \$2800 NRC \$1000
- Redundant 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm to Diverse Core Router ~~MRC \$4800 NRC \$9600~~ MRC \$2800 NRC \$1000 NO CHARGE PER BC
- Private Encrypted Network 1,000Mbit / 1,000Mbit L2 SMF 1310nm \$400 NRC \$1000

#### CUSTOM ENGINEERING:

- 4-rack “full row/cage”
- Dedicated Chassis and OOB management on own dedicated physically segregated network
- 8x 40core proprietary bare-metal compute node 128GB of RAM (Capacity 1T) \$550 MRC \$1600 NRC
- 4 x 10g NICs w2 ports (8 interfaces total) 1310nm LR optics
- 4x 1 Tbps I/O Aggregator backplane switches
- Dual redundant connections to diverse core routers

Location: 6x7 SM1 Carrier-Neutral Datacenter – 4 w 4<sup>th</sup> ave, San Mateo, CA

Service:

- 4x 42U locked cab ~~MRC \$2450 NRC \$2000~~ MRC \$799 NRC \$1400
- 2x 30A Power MRC \$1665 NRC \$1600
- 1x 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm ~~MRC \$4800 NRC \$9600~~  
MRC \$2800 NRC \$1000
- Redundant 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm to Diverse Core Router ~~MRC \$4800 NRC \$9600~~ MRC \$2800 NRC \$1000 NO CHARGE PER BC
- Private Encrypted Network 1,000Mbit / 1,000Mbit L2 SMF 1310nm \$400 NRC \$1000

#### CUSTOM ENGINEERING:

- 4-rack “full row/cage”
- Dedicated Chassis and OOB management on own dedicated physically segregated network
- 8x 40core proprietary bare-metal compute node 128GB of RAM (Capacity 1T) \$550 MRC \$1600 NRC
- 4 x 10g NICs w2 ports (8 interfaces total) 1310nm LR optics
- 4x 1 Tbps I/O Aggregator backplane switches
- Dual redundant connections to diverse core routers

**Location: 1250 Missouri st, MPOE, San Francisco, CA.**

**Service:**

- 1,000Mbit / 1,000Mbit L3 SMF 1310nm \$1000 NRC \$4400
- 1,000Mbit / 1,000Mbit L2 SMF 1310nm \$400 NRC \$1000

THIS PRICING IS CONFIDENTIAL and requires a signed counterpart

IPs: 6x7 will announce Guardian’s ARIN-allocated /24 via BGP to over 40 networks, and 6x7 will via Custom Engineering (\$0MRC \$0NRC PER BC) provide redundant core-router infrastructure, delivering static IPs on appropriate ports across its entire multi-datacenter network according to customer’s specifications. Customer shall have CONFIDENTIAL 24/7/365 inspection rights to 6x7 Core Infrastructure all the way to its customer racks/equipment under strict non-disclosure rules, in order to verify total physical security.

Customer must authorize any/all access to its racks/equipment/cages in advance, including any emergency or maintenance access, except that any delay in access shall not impact 6x7’s SLA with Customer.

SLA: 2 hour response 4 hour cure 24/7/365.25 99.999\*%

Hardware Failure: 24hr replacement by 6x7 staff.

Blocking List – 6x7 shall provide, through its distributed core routing infrastructure, the capability to Realtime block and otherwise drop packets from potential attackers, at Customer’s request, and shall update the RBL/ACL as soon as possible but in no case later than 24 hours after request.

Subpoena Compliance – 6x7 will ACTIVELY AND VHEMENINENTLY oppose any subpoena, warrant, court order, or other attempt to access Customer’s facilities, including refusing access and directing officials to challenge the access in court, to the maximum and fullest extent allowed under any law.

6x7 will immediately, as soon as possible, notify Customer of any such attempt to access its facilities without authorization.

Term: 5 year

Install lead time: ~~30-60 days~~ from executed contract, quote, and payment of NRC and 1<sup>st</sup> month MRC.

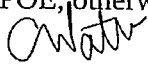
~~SF1 to be built to 50% capacity (4 nodes) within 30 days of contract execution  
Portable or permanent cooling to be installed within 30 days of contract execution~~

~~If Signed July 22, 2019:  
50% at SF1 by Aug 22, 2019  
100% at SF1 and SM1 by Sept 22, 2019~~

This quotation is invalid without a companion Master Services Agreement.  
This quotation expires ~~15 days~~ from the date above.  
Prices indicate price for qty1, qty actually used to be billed.  
This quotation is invalid unless signed by the Customer.  
This quotation assumes cross-connect fees, if any, are to be born by the Customer.





\*= Requires if applicable 24/7/365.25 access to all of customer's facilities including roof, riser, and MPOE, otherwise best-effort.

07/22/2019

Signed:   
Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

TITLE	6x7 Guardian revised
FILE NAME	6x7 Networks Quote - Guardian[9].docx
DOCUMENT ID	ff148cebe8d1356fb65780c469ad6b193dc220e0
STATUS	● Completed

## Document History

 SENT	<b>07/23/2019</b> 02:18:02 UTC	Sent for signature to Chirayu Patel (chirayu.patel@guardianapp.com) from ben@6by7.net IP: 206.80.236.18
 VIEWED	<b>07/23/2019</b> 02:18:16 UTC	Viewed by Chirayu Patel (chirayu.patel@guardianapp.com) IP: 99.203.107.242
 SIGNED	<b>07/23/2019</b> 02:18:28 UTC	Signed by Chirayu Patel (chirayu.patel@guardianapp.com) IP: 99.203.107.242
 COMPLETED	<b>07/23/2019</b> 02:18:28 UTC	The document has been completed.

FILED  
SAN FRANCISCO COUNTY SUPERIOR COURT  
DEC 13 2019  
CLERK OF THE COURT  
BY: [Signature]

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
Marc A. Indeglia (SBN 180635)  
Indeglia PC  
13274 Fiji Way, Suite 250  
Marina del Rey, CA 90292  
TELEPHONE NO.: (310) 982-2720 FAX NO.:  
ATTORNEY FOR (Name): 6x7 Networks, LLC

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco  
STREET ADDRESS: 400 McAllister St.  
MAILING ADDRESS:  
CITY AND ZIP CODE: San Francisco, CA 94102  
BRANCH NAME: Civic Center Courthouse

CASE NAME:  
6x7 Networks, LLC v. Sudo Security Group, Inc.

**CIVIL CASE COVER SHEET**  
 **Unlimited** (Amount demanded exceeds \$25,000)  
 **Limited** (Amount demanded is \$25,000 or less)

**Complex Case Designation**  
 **Counter**  **Joinder**  
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: CGC-19-587498  
JUDGE:  
DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- |   |  |   |
|---|--|---|
| <p><b>Auto Tort</b></p> <input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46) <p><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PI/PD/WD (23) <p><b>Non-PI/PD/WD (Other) Tort</b></p> <input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input type="checkbox"/> Other non-PI/PD/WD tort (35) <p><b>Employment</b></p> <input type="checkbox"/> Wrongful termination (36)<br><input type="checkbox"/> Other employment (15) | <p><b>Contract</b></p> <input checked="" type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37) <p><b>Real Property</b></p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26) <p><b>Unlawful Detainer</b></p> <input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38) <p><b>Judicial Review</b></p> <input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39) | <p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b></p> <input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p><b>Enforcement of Judgment</b></p> <input type="checkbox"/> Enforcement of judgment (20) <p><b>Miscellaneous Civil Complaint</b></p> <input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42) <p><b>Miscellaneous Civil Petition</b></p> <input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> Other petition (not specified above) (43) |
|---|--|---|

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a.  Large number of separately represented parties  
 b.  Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve  
 c.  Substantial amount of documentary evidence  
 d.  Large number of witnesses  
 e.  Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court  
 f.  Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive
4. Number of causes of action (specify): 3
5. This case  is  is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: December 13, 2019  
Marc A. Indeglia  
(TYPE OR PRINT NAME)

[Signature]  
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

FILED BY FAX

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

## Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

## Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

## Employment

Wrongful Termination (36)  
Other Employment (15)

## Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

## Real Property

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

## Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

## Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor  
Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

## Enforcement of Judgment

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

## Miscellaneous Civil Complaint

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

## Miscellaneous Civil Petition

Partnership and Corporate Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition