

SYSTEMBIND CONSULTING & IT SERVICES INC.

Service Hosting Agreement

SystemBind Consulting & I.T. Services Inc.

5115 Maingate Dr, Unit 1, Mississauga, Ontario, L4H1B3, Canada
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DEFINITIONS:

The Corporation means the client requesting services from SystemBind Consulting & IT Services Inc.

The Consultants refers to SystemBind Consulting & IT Services Inc.

"Confidential Information" means information or material:

1. containing or being passwords;
2. concerning either party's internal business practices and/or actual or potential customers;
3. which derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; or
4. identified in writing by the disclosing party as confidential.
5. lists of past, present, and prospective customers and suppliers
6. pricing schemes for various services offered
7. pricing and names of suppliers
8. business plans, forecasts and market strategies
9. policies, procedures, and training manuals
10. financial information of the business and trade secrets
11. any other information relating to the operations and business of the Company
12. source codes, programs, documentation, computer files and other related materials and documents which are owned by or licensed by the Corporation and manuals for programs developed, enhanced, modified and/or changed for the Corporation

but does not include any information or material:

1. which is or subsequently becomes available to the general public other than through a breach by the receiving party;
2. which is already known to the receiving party before disclosure by the disclosing party;
3. which is independently developed by the receiving party without use of or reference to the Confidential Information of the other; or
4. which the receiving party rightfully receives from third parties without restriction as to use or disclosure.

"Force Majeure" means circumstances beyond the control of a party which includes (but is not limited to) acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion or civil authority, including acts of local government and parliamentary authority, materials, breakdown of equipment and labour disputes of whatever nature and for whatever cause arising including (but without prejudice to the generality of the foregoing) work to rule, overtime bars, strikes and lockouts and whether between either of the parties hereto and any or all of its employees and/or any other employer and any or all of its employees and/or between any two or more groups of employees (and whether of either of the parties hereto or any other employer), acts of war (declared or undeclared) or terrorism.

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User Agreement

SystemBind Hosting seeks to provide you with top quality technology and service thus allowing you the opportunity to administer your own web site, dedicated server or collaboration suite on the World Wide Web (WWW) in the most efficient and effective way possible. We continually upgrade our servers, network, and support to help you achieve your goals in hosting. Our Premium Hosting is designed to provide fast, fully featured and reliable hardware, software and networking at a price that is competitive for any similar service. Dedicated Hosting is designed to offer you administrative control over a rented, leased or co-located server. To keep this pricing down, we ask that you follow our acceptable use policies. If you have any questions about these policies, please send your questions to info@systembind.com.

This Agreement is a contract between you and SystemBind Consulting & IT Services, Inc (herein known as SystemBind) and applies to the use of the SystemBind Hosting service and any related products and services (collectively the "Service").

In this Agreement, "you" or "your" or "client" refers to any person or entity using the Service ("Users"). Unless otherwise stated, "SystemBind", "we" and "our" will refer collectively to SystemBind Consulting & IT Services Inc. and its affiliates, directors, employees, agents and contractors.

By utilizing you're service, you agree to the terms and conditions of this Agreement. You further agree that this Agreement forms a legally binding contract between you and SystemBind, and that this Agreement constitutes "writing signed by you" under any applicable law or regulation. If any part of this agreement requires further clarification the user is required to contact SystemBind immediately.

Unless otherwise stated, all references to a "credit card" include Visa-, and MasterCard- branded cards.

Financial Arrangements

1. You agree to a 12 month contract, beginning upon the initial transaction.
2. First months payment will be due upon time of account activation.
3. This agreement will automatically renew for successive 12 month periods unless cancelled in writing 30 days prior to the renewal date.
4. If you selected the postal payment method, you must mail SystemBind the due amount in check or international/certified money order. If you selected to pay by credit card, you will receive a receipt by e-mail prior to billing. Renewal of Services by you indicates agreement to contract revisions.
5. If you wish to discontinue the Service prior to the end of the billing cycle, you can request a credit at any time for the unused pre-paid service period.
6. The Client may terminate the agreement at any time after the initial 12 month period has passed. Earlier termination will require an early termination fee of 4 months or the remainder of the contract whichever is less.
7. Non-accessibility time or other down time is limited to the pro rata monthly charge during the system unavailability. This applies only to redundant systems, where multiple servers and connections are deployed.

Taxes

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SystemBind shall not be liable for any taxes or other fees to be paid in accordance with or related to purchases made from Client. The Client agrees to take full responsibility for all taxes and fees of any nature associated with such products sold.

Material and Products

1. Use of the Service requires a certain level of knowledge in the use of Internet languages, protocols, and software. This level of knowledge varies depending on the anticipated use of desired content of server space by the Client.
2. Although SystemBind is willing to provide technical support, you agree that it is not the obligation of SystemBind to provide this knowledge or customer support outside the defined Service of SystemBind.
3. SystemBind makes no warranties or representation of any kind, whether expressed or implied for the Service it is providing. SystemBind also disclaims any warranty of merchantability or fitness for particular purposes and will not be responsible for any damages that may be suffered by the Client, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of the Client. Use of any information obtained by way of SystemBind is at the Client's own risk, and SystemBind specifically denies any responsibility for the accuracy or quality of information obtained through its services. SystemBind expressly limits its damages to the Client for any non-accessibility time or other down time to the pro rata monthly charge during the system unavailability. SystemBind specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

Service Level Agreement

1. SystemBind support staff will be available via telephone and remote support between the hours of 9am and 6pm Monday to Friday excluding statutory holidays.
2. After hours support is available at time and a half, and statutory holiday support is available at double time.
3. Support response during business hours will occur on average within 15 minutes at worst case within 2 hours. After hours response on average will occur within 4 hours.
4. The Consultants will use reasonable efforts to respond to a request for technical support. However, the Consultants shall not be liable for its failure to respond within the stated Response Time provided the Consultants have acted reasonably, nor will it be in breach of these Terms and Conditions solely by reason of such failure

Internet Etiquette

SystemBind services and servers may only be used for lawful purposes. Any use which violates any local, provincial, federal, or international laws which may apply to SystemBind, Customer's local jurisdiction, or any jurisdiction that Customer or Customer's site may be subject to is strictly prohibited.

While using a dedicated server from SystemBind, Customer may not:

- A. Restrict or inhibit any other user from using and enjoying the Internet;
- B. Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, offensive, indecent, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise

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to civil liability, or otherwise violate any local, state, federal or international law, including without limitation the U.S. export control laws and regulations, and laws protecting intellectual property including copyright, trademark, trade secret, misappropriation and anti-dilution laws;

- C. Post, publish, transmit, reproduce or distribute any information or software which contains a virus or other harmful component;
- D. Post, publish, transmit, reproduce, distribute or in any way exploit any information, software, or other material obtained through the service for commercial purposes (other than as expressly permitted by the provider of such information, software, or other material);
- E. Post, publish, transmit, reproduce, distribute Bulk or Spam emails.

Failure to comply with these rules and regulations will incur a \$1000 CDN charge to your account and \$150/hr for administration to remove the server from any black lists, internet bans, IP white listing, and/or other administrative work to restore the complete use of the IP in question.

Privacy

1. The Consultants undertake to treat confidentially all information and not to disclose it to any third party or to use it for any purpose, either during his/her contract, except as may be necessary in the proper discharge of his/her duties, or after termination of his/her contract for any reason, except with the written permission of the user, unless and until such information ceases to be secret or confidential without his/her fault. The foregoing covenant regarding information shall continue to be effective after the term of this agreement. Confidential information includes in addition to the Definition herein (i) a lists of past, present, and prospective customers and suppliers (ii) pricing schemes for various services offered (iii) pricing and names of suppliers (iv) business plans, forecasts and market strategies (v) policies, procedures, and training manuals (iv) financial information, policies, procedures of the business (vii) and any other information relating to the operations and business of the user.
2. Systembind and the User may wish, from time to time, in connection with work contemplated under this Agreement, to disclose confidential information to each other ("Confidential Information"). Each party will use to the fullest extent of all reasonable efforts to prevent the disclosure of any of the other party's Confidential Information to a third party, as they would protect their own information.
3. Confidential Information does not include information that (i) is or later becomes available to the public through no breach of this Agreement; (ii) is obtained from a third party who had the legal right to disclose the information; (iii) is required to be disclosed by law, government regulation, or court order.

Termination

This agreement may be terminated by either party. Notwithstanding the above, SystemBind may terminate Service under this agreement at any time, without penalty, if the Client fails to comply with the terms of this agreement. The Client may terminate the agreement at any time after the initial 12 month period has passed. If terminating earlier, Client agrees to pay a termination fee of 4 months of current hosting plan or the remainder of the contract, whichever is less.

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Limited liability

1. Client expressly agrees that use of SystemBind servers is at Client's sole risk. Neither SystemBind, its employees, affiliates, agents, third party information providers, merchants licensors or the like, warrant that the SystemBind service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the server service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the Service, unless otherwise expressly stated in this agreement.
2. UNDER NO CIRCUMSTANCES, SHALL SYSTEMBIND, ITS OFFICES, AGENTS OR ANY ONE ELSE INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING SYSTEMBIND SERVER SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SYSTEMBIND SERVER SERVICE; OR THAT RESULTS FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD OR COMMUNICATION FAILURE. CLIENT HEREBY ACKNOWLEDGES THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT ON SYSTEMBIND SERVER SERVICE.

Lawful purpose

Client may only use SystemBind servers for lawful purposes. Transmission of any material in violation of any Federal, State or local regulation is prohibited. This includes, but is not limited to material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets.

Furthermore, SystemBind expressly forbids anyone from using SystemBind servers for the propagation, distribution, housing, processing, storing, or otherwise handling in any way lewd, obscene, or pornographic material, or any other material which we deem to be objectionable, including, but not limited to, pornography, and any and all materials of an adult nature. The designation of any materials as such described above is left entirely to the discretion of the SystemBind administration.

Indemnification

1. **Attorney Fees and Expenses:** Client agrees that it shall defend, identify, save and hold SystemBind harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney fees, asserted against SystemBind, its agents, its customers, servants, officers and employees, that may arise or result from any Service provided or performed or agreed to be performed or any product sold by Client, its agents, employees or assigns. Client agrees to defend, indemnify and hold harmless SystemBind against liabilities arising out of (i) any injury to person or property caused by any products sold or otherwise distributed in connection with SystemBind servers; (ii) any material supplied by Client infringing or allegedly infringing on the proprietary rights of a third party; (iii) copyright infringement and (iv) any defective product which Client sold on SystemBind servers.

ECPA and PIPEDA NOTICE

SystemBind reserves the right to monitor any and all communications through or with our facilities. Customer agrees that SystemBind Networks is not considered a "secure communications medium" for the purposes of the ECPA and that no expectation of privacy is afforded.

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Contract Revisions

Revisions to this contract will be applicable to previous contracts. Revisions will be considered agreed to by the Client on renewal of SystemBind. Services as specified in Section I. Financial Arrangements.

Backup Of Data

Customers' use of the service and server is at Customer's sole risk. SystemBind is not responsible for files and data residing on Customer's server. Customer agrees to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on server. The backup service as provided by SystemBind is intended only to assist in recovery from a system failure, but its suitability for that purpose is not guaranteed.

FORCE MAJEURE

Neither party will be liable to the other party in respect of anything which, apart from this provision, may constitute breach of this Agreement arising by reason of Force Majeure.

Entire Agreement and Severability

This instrument constitutes the entire agreement between the parties, and represents the complete and entire understanding of the parties with respect to the subject matter of this agreement. This instrument supersedes any other agreement or understanding between the parties, whether written or oral. In the event that any term or provision of this instrument is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions of this instrument and the agreement which it evidences, shall remain in full force and effect.

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