

PIFIQ

“Sembul”

SERVICES AGREEMENT

Effective date: November 2014

This document is a binding agreement (“Agreement”) between **82694 5081 RC 0001** Ontario Inc. o/a PIFIQ Inc , with headquarters at 95 Apple Creek Blvd., Markham, Ontario Canada L3R 1C7 (hereafter “PIFIQ”, “We” or “Us”) and you, the company or other legal entity you represent who signs up for and commits to use any PIFIQ Services (collectively, “You”). Sembul (hereafter “Sembul”) is a set of services offered by PIFIQ. This Agreement incorporates, by reference, (1) the Sembul Privacy Statement (“Privacy Statement”), and (2) the Sembul Acceptable Use Policy (“AUP”) as these policies, and the terms therein, may be modified by PIFIQ, or its affiliates, from time to time. This Agreement is the complete and exclusive agreement between you and PIFIQ regarding its subject matter and supersedes and replaces any prior agreement, understanding or communication, written or oral.

By clicking the “Accept” button for this Agreement on any of PIFIQ’s web sites or services, or by signing this Agreement to purchase and use any PIFIQ Services and/or additional, fee-based services used in conjunction with the PIFIQ Services, you agree to be bound by all the terms and conditions of this Agreement and any modifications subsequently made pursuant to these terms. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the legal authority to bind such legal entity to this Agreement, in which case “you” shall mean such entity. If you do not have such authority, or if you do not agree with the terms and conditions of this Agreement, you must select the “Decline” button, or not sign this Agreement and you may, thereafter not use the PIFIQ Services. In addition to representations, warranties and agreements you make, you confirm the information you have provided to PIFIQ is true to the best of your knowledge and that you are 18 years of age or older.

We may change this Agreement, the AUP and the Privacy Statement from time to time by publishing the new policy on our web site and/or by written notice to you describing such changes. It is your responsibility to check back frequently for changes to the same agreements, and supply us with valid contact information in order to receive any updates or notifications. Any changes made during the term of your Agreement will become effective and applicable to you the earlier of thirty (30) days following such changes being published on PIFIQ’s Sembul web site or our written notice to you describing such changes.

TERMS OF SERVICE

1. DEFINITIONS

The expressions which are used in this Agreement have meanings as described below:

1.1. "Acceptable Use Policy" or "AUP" means the Sembul Acceptable Use Policy posted at at www.sembul.com/acceptableuse. The AUP comes into effect as of the date you enrol for the PIFIQ Services and may be amended pursuant to the terms of this Agreement relating to changes and modifications.

1.2. "Business Day" means 9:00 a.m. to 5:00 p.m. Monday through Friday, Canada Eastern Standard Time and excludes Federal and Provincial public holidays in the Province of Ontario, Canada.

1.3. "Confidential Information" means all non-public information disclosed by us or our respective agents, our business partners or their respective agents, or contractors that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. PIFIQ's Confidential Information includes, without limitation, (i) non-public information relating to our or our business partners' technology, customers, business plans, security systems, network, applications and processes, product development plans, prices, promotional and marketing activities, finances and other business affairs (including, but not limited to, any information about or involving our products or services which you obtain as a result of your use of the PIFIQ Services (ii) third-party information that we are obligated to keep confidential and (iii) the nature, content and existence of any discussions or negotiations between you and us. Confidential Information does not include any information that you are required to disclose by law or is otherwise freely available in the public domain as of the date of the currency of this Agreement.

1.4. "Service Order" means either: (i) the online Service Order Form that you submit to PIFIQ via the PIFIQ website to enrol for any PIFIQ Services or (ii) other written agreement or Order (in electronic or paper form) provided to you by PIFIQ for signature, which describes the Services you are purchasing and which is signed by you, either manually or electronically, to signify your agreement to make use of PIFIQ Services and to pay any and all applicable fees due from you to PIFIQ for those Services.

1.5. "Services" means the PIFIQ Services described in the Service Order which are made available to you for a Fee by PIFIQ. The Services include, but are not limited to, the following:

PIFIQ Sembul

PIFIQ Analytics

PIFIQ Private Cloud Storage

PIFIQ Virtual Private Cloud Servers

PIFIQ Container Servers (Virtuozzo-based)

PIFIQ Private Cloud Database Services

PIFIQ Internet Bandwidth

PIFIQ Cloud Security Services

PIFIQ IP Addresses

PIFIQ Cloud Management Services

1.6 "Privacy Statement" means the Sembul Privacy Policy posted at at www.sembul.com/privacypolicy. The Privacy Statement comes into effect as of the date you enrol for any Services and may be amended pursuant to the terms of this Agreement relating to changes and modifications.

2. PIFIQ'S SERVICE OBLIGATIONS

Contingent upon PIFIQ's acceptance of your Service Order, and subject to these Terms of Service, PIFIQ agrees to provide the Services to you. PIFIQ agrees to follow security procedures at least as stringent, in PIFIQ's reasonable judgment. PIFIQ shall make all commercially reasonable attempts to protect your data in transit and at rest.

3. YOUR OBLIGATIONS

You agree to do each of the following: (i) comply with all PIFIQ policies including the Sembul Privacy Statement, AUP and Terms of Service (ii) pay, when due, the Fees for the Services, (iii) use adequate and reasonable security precautions in connection with your use of the Services, (iv) cooperate with PIFIQ's reasonable investigations of outages, security problems, and any suspected breaches of the Agreement, (v) keep your billing contact and other account information up to date and (vi) immediately notify PIFIQ of any unauthorized use of your account or any other breach of security.

3.1. Authorized and Lawful uses. You agree to use the Services only for authorized and lawful purposes.

3.1.1. You may not use the Services for any purpose that is contrary to applicable laws or which is a nuisance. You agree not to transmit, upload or download, store, post, publish, disseminate, receive, retrieve, or provide access to information, software, files or other material which are defamatory, obscene, deemed to be child pornography or hate literature or which may invade the privacy of others.

3.1.2. You may not use the Services for unauthorised copying, duplication, distribution, display or modification of any material or information protected by copyright or trademark or otherwise lawfully restricted (including, without limitation, software, programs, games and computer code).

3.1.3. You may not interfere, or attempt to interfere in any manner, with the functionality or proper working of the Services.

3.1.4. You may not compile, collect, aggregate or use the PIFIQ Services, servers or infrastructure or any other information obtained through the Services for the purpose of direct marketing, spamming, unsolicited contacting of sellers or customers, or other impermissible advertising, marketing or other activities, including, without limitation, any activities that violate anti-spamming laws and regulations. You agree not to undertake mass-mail broadcasts of electronic mail ("spam") or blog postings with the intent of sending unsolicited advertising to other users of the Internet.

3.1.5. You may not remove, obscure, or alter any notice of any Mark, or other intellectual property or proprietary right designation appearing on or contained within the Services.

3.1.6. You are responsible for maintaining the security of your access credentials and are fully responsible for all activities that occur under your PIFIQ Account, regardless of whether such activities are undertaken by you or a third party. Therefore, you should contact us immediately if you believe a third party may be using your private PIFIQ Account or if your PIFIQ Account access credentials are otherwise lost, stolen or compromised. We are not responsible for any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any of your content or other data which you submit or use in connection with your Account or the Services.

3.2. You represent and warrant that you are not a person to whom PIFIQ is legally prohibited from providing the Services and are not listed on any Canadian or U.S. Government list of prohibited or restricted parties. You may not use the Services for the development, design, manufacture, production, stockpiling, or use of any nuclear, chemical or biological weapons, weapons of mass destruction or any other arms in any country nor may you provide access to the Service to any person (including any natural person or government or private entity) deemed to be located in or is a national of any country that is embargoed or is restricted under Canadian or U.S. law or designated by as a "terrorist supporting country".

3.3. You may not use the Services in any situation where failure or fault of the Services could lead to death or serious bodily injury to any person or to physical or environmental damage without verified and tested independent alternate means of Service delivery from a source outside PIFIQ. For example, you may not use, or permit any other person or entity to use, the PIFIQ Service to transmit any data or information which is used in critical medical care and where the failure of the Service may endanger life or limb.

3.4. Access To The Services. Subject to your acceptance of, and compliance with, this Agreement and with the payment requirements for the Services, you may access the Services via the online control panel or console, or via a PIFIQ-provided interface. PIFIQ may modify its control panel, console, or interface at any time or may change to new systems at its discretion. Your use of any system, application or Service from PIFIQ is governed by the applicable PIFIQ policies and terms.

3.5. Accessing the Service and general parameters. In addition, You and any end users of the Service will not, and will not allow any third party or their users either directly or due to your negligence, to do any of the following:

3.5.1. attempt to access the Service via means not authorized, published and publicly advertised by PIFIQ;

3.5.2. publish any of PIFIQ's proprietary Intellectual Property or rights relating thereto;

3.5.3. share, re/distribute access credentials to PIFIQ as assigned only by PIFIQ, duplicate or create an unreasonable number of additional credentials for the same Customer beyond a threshold that PIFIQ at its discretion deems unfit

3.5.4. use Credentials in a manner designed to avoid incurring any applicable overusage charges or avoid detection of malicious or high use of the Service for which PIFIQ may take actions including but not limited to imposition of fees payable;

3.5.5. automate and use automated access methods to the Service via methods including but not limited to scripts, whether or not they are owned or operated by the Customer;

3.5.5. reverse-engineer, disassemble, decompile or otherwise attempt to gain access to the source code, configuration, layout, topology, deployment, make up, structure, constitution, construction, plans, schematics or the equivalent of the Service;

3.5.6. attempt to circumvent measures intended to impose limits on usage and to ensure security of and authorized access to the Service, or distribute, employ or publish methods to achieve any of the same or the equivalent;

3.5.7. sublicense, resell, transfer, or re/distribute the Service or any component thereof, including but not limited to source code, licenses and custom agreements that are beyond the scope of the present Agreement and to which both PIFIQ and Customer are party, unless expressly authorized by PIFIQ, obeying any additional agreements relating to such use and transfer;

3.5.8. modify, copy, translate, create a derivative work of, create a substantially similar product or service based on the Service;

3.5.9. embed, indirectly access, make use of via an unauthorized code proxy (excluding non-application layer network proxies);

3.5.10. simulate the Service in part or whole, including in any derivative fashion;

3.5.11. extract or attempt to extract, modify, delete or distribute any part of the source code of the Service without prior authorization from PIFIQ;

3.5.12. use the Service for to carry out any malicious activities, including but not limited to network attacks, passive or active probing, denial of service attacks (directed either at PIFIQ or to any other third party) of any type. PIFIQ at its sole discretion may terminate or seek action against Customer for any activities it deems suspicious or malicious

4. SERVICE LEVEL AGREEMENT

The Service Level Agreement(s) listed below are part of this Agreement for the Services you are acquiring, pursuant to your Service Order.

5. ACCEPTANCE OF SERVICE ORDERS

5.1. This Agreement is incorporated into, and forms an integral part of, your PIFIQ Service Order by reference, or by reference to this Agreement, as displayed on a page on the PIFIQ website. If, over time, you sign multiple Service Orders with PIFIQ using a single account, then the Agreement incorporated into, and which forms part of the latest or most recent, Service Order will govern all your Service Orders.

5.2. A Service Order will be deemed to have been formally executed when:

5.2.1. a copy of an official PIFIQ Service Order in online or paper form has been completed by you and sent to PIFIQ;

5.2.2. PIFIQ acknowledges via correspondence, including electronic mail, that it has received and accepted such Service Order Agreement;

5.2.3. PIFIQ's provisioning of the Services described in your Service Order shall also be indicative of your and PIFIQ's acceptance of your Service Order;

5.2.4. PIFIQ may accept or reject any Service Order you submit in its sole discretion.

6. CHANGES TO AGREEMENT AND OTHER POLICIES

6.1. We may change this Agreement and Terms of Service, the Privacy Statement and the AUP at any time, at our sole discretion, provided that such changes are reasonable and consistent with applicable law and general industry norms. Any changes made during the term of your Agreement will become effective and applicable to you the earlier of thirty (30) days following such changes being published on PIFIQ's Sembul web site or our written notice to you describing such changes.

6.2. If the change materially and adversely affects you and you do not accept such changes, you may terminate the Agreement by giving written notice of your intent to terminate Services, no later than thirty (30) days following the date the change becomes effective, stating such grounds. If you terminate your Service because the change adversely affects you, we may, at our option, either

6.2.1. not enforce that change with respect to your Service and keep your Agreement in place for the remainder of the term or

6.2.2. permit you to terminate your Agreement without payment of early termination fees.

6.3. Other than as stated herein, the Agreement may be modified only by a formal document signed by authorized representative of each party. If there is a conflict between the terms of this agreement with any of the other documents that comprise this Agreement, then the documents will govern in the following order of precedence: Agreement, Service Order, Terms of Service, and the Acceptable Use Policy.

7. TERM

The initial term for each Service Order begins on the date we make the Services available for your use and continues for the period stated in the Service Order. If no period is stated in the Service Order, then the initial term shall be one year. Upon expiration of the initial term, the Service Order will automatically renew for successive renewal terms of one year each, unless and until one of us gives the other a written notice of non-renewal at least four months prior to the expiration of the initial term, or then-current renewal term, as applicable.

8. FEES

PIFIQ will charge you the Fees stated in your Service Order and you agree to pay PIFIQ the Fees related to such Services. The Fees posted on PIFIQ's web site do not include taxes, long distance or other applicable charges. There is a minimum Fee commitment related to each Service that you enrol for, under your Service Order.

8.1. If your actual Service usage is less than your minimum Service usage commitment, PIFIQ will still charge you the minimum Fee, and such minimum Fee will be higher than the amount of the Fee based on your actual usage.

8.2. The schedule for payment of Fees to PIFIQ will be as follows:

8.2.1. for recurring Fees, in advance, on or around the first day of each billing cycle, which commences on the date your Service is activated

8.2.2. for non-recurring Fees (such as Fees for initial set-up, Service use overages and special, one-time or non recurring Services) on the date Service delivery was initiated and no later than the first day of the billing cycle that follows the date the Service was initiated.

8.3. Provided that PIFIQ may, at its discretion, wait to charge your credit card until the time when aggregate fees due are at least \$50.00. Unless otherwise agreed in the Service Order, your billing cycle will be monthly, beginning on the date that PIFIQ first makes the Services available to you.

8.4. Unless you have made other arrangements, you will be required to pay the Fees using a valid Credit Card (Visa or MasterCard only) issued in your name. By providing your Credit Card information for payment of the Service Fees

to PIFIQ, you expressly authorize PIFIQ to charge your Credit Card (and any replacement Credit Card) all Fees and outstanding amounts owing to PIFIQ.

8.5. It is your responsibility to ensure that the billing information provided to PIFIQ, including your address and Credit Card details or other billing information, remains current at all times and you agree to notify PIFIQ of any changes to your billing information forthwith.

PIFIQ may suspend all Services (including Services provided to you pursuant to any unrelated Service Order or other agreement we may have with you) if our charges to your credit card are rejected for any reason. PIFIQ may charge interest on overdue amounts at 1.5% per month (or the maximum legal rate, whichever is higher) on any amount that is overdue by more than thirty (30) days. If PIFIQ brings any legal action to collect, or engages a collection agency, you will also be required to pay PIFIQ's reasonable costs of collection, including attorney fees and court costs. All fees are stated and will be charged in Canadian Dollars. Any "credit" that PIFIQ may owe you, such as a credit for failure to meet a stated Service Level Assurance, will be applied to Fees due from you for Services, and will not be paid to you as cash or as a refund. Charges that are not disputed within sixty (60) days of the date charged are conclusively deemed to be accurate. PIFIQ is required, by law, to collect taxes on the provision of the Services, and you must pay PIFIQ the amount of the tax that is due or provide satisfactory evidence of your exemption from such tax. You authorize PIFIQ to obtain a credit report at any time during the term of the Agreement.

9. FEE INCREASES

PIFIQ may increase the Fee for the Services at any time on 30 days' (30) days written notice to you. Such Fee increase will be effective as of the completion of the thirtieth day of the period of written notice of the Fee increase. In addition if, during the initial term or any renewal term, there is an increase in the Canadian Consumer Price Index over the Canadian Consumer Price Index reported for the month in which you signed your Service Order, we may increase your Fees by the same percentage as the increase in the Canadian Consumer Price Index. Provided that we may not increase your Fees pursuant to this clause more often than once every twelve months, and we must give you at least thirty days advance written notice of the increase.

10. SERVICE SUSPENSION OR TERMINATION

We may suspend or terminate your Services without any liability if: (i) we reasonably believe that the Services are being used (or have been or will be used) in violation of the Agreement, (ii) we discover that you are, or are affiliated

in any manner with, a person or entity who/which has used similar services abusively in the past; (iii) you do not cooperate with PIFIQ's reasonable investigation of any suspected violation of the Agreement; (iv) we reasonably believe that your Services have been accessed or manipulated by a third party without your consent, (v) we reasonably believe that suspension of the Services is necessary to protect our network or our other customers (vi) a payment for the Services is overdue (you revoke our authorization to make Credit Card withdrawals viii), we cannot reach you to obtain, confirm, revalidate or update information required to process your Fee or (vii) suspension is required by law. We will give you reasonable advance notice of suspension under this paragraph and a chance to cure the grounds on which the suspension are based, unless we determine, in our reasonable commercial judgment, that a suspension on shorter or contemporaneous notice is necessary to protect PIFIQ or its other customers from imminent and significant operational or security risk. If the suspension was based on your breach of your obligations under the Agreement, then we will continue to charge you the Fees for the Services during the suspension, and will charge you a Reinstatement Fees (not to exceed \$250.00) upon reinstatement of the Services. If your Service is terminated on account of a breach of this agreement pursuant to this paragraph, we will have no obligation to make any refund or other payment (including, without limitation, refund of set up fees, prepaid fees or other credits for future Services) to you and despite any termination, we may pursue any other recourse against you, including barring you from accessing stored information.

11. TERMINATION FOR CONVENIENCE AND EARLY TERMINATION FEE

You may terminate this Agreement for convenience at any time, on thirty days advance written notice. If you terminate the Agreement for convenience, in addition to other amounts you may owe, you must pay an early termination fee equal to fifty percent (50%) of the minimum monthly financial commitment you have made, for the remaining, unmet portion of the then-current term. You agree that this is not a penalty but a reasonable payment of Fees to PIFIQ for early termination of this Agreement. If you are on a month-to-month contract Term, you will be entitled to no refund for any pro-rata amounts should you decide to terminate your Agreement before the end of the month.

12. TERMINATION FOR BREACH

We may terminate the Agreement for breach on written notice if: (i) we discover that the information you provided to us about yourself or your proposed use of the Services was materially inaccurate or incomplete; (ii) if you are an individual, you were not at least 18 years old or otherwise did not have the legal capacity to enter into the Agreement

at the time you submitted the Service Order for Services, or if you are an entity or fiduciary, the individual submitting the Service Order for Services did not have the legal right or authority to enter into the Agreement on behalf of the person represented to be the customer; (iii) your payment of an invoiced amount is overdue, and you do not pay the overdue amount within seven (7) days of our written notice; (iv) a credit report indicates you no longer meet our reasonable credit criteria. Provided that if we terminate on these grounds, we must give you a reasonable opportunity to migrate your environment out of PIFIQ in an orderly and reasonable manner within three business days; (v) you use your Service in violation of the AUP and fail to remedy the violation within three (3) business days of our written notice; or (vi) you fail to comply with any other provision of the Agreement and do not remedy the failure within seven (7) days of our notice to you describing the failure. Termination of your Service shall not relieve you from any Fees, Termination Charge, or other fees and charges, owing or other liability accruing hereunder or incurred prior to the time that such termination or suspension becomes effective.

You may terminate this Agreement for breach on written notice if: (i) we materially fail to provide the Services on more than one occasion in six months and do not remedy that failure within seven (7) days of your written notice describing the failure; or (ii) we materially fail to meet any other obligation stated in the Agreement and do not remedy that failure within seven (7) days of your written notice describing the failure.

13. ACCESS TO DATA

You will not have access to your data stored on PIFIQ's systems during a suspension or following termination. PIFIQ will make all reasonable attempts to provide you with prior notification relating to any service interruptions related to impending maintenance activities.

14. UNAUTHORIZED ACCESS TO YOUR DATA OR UNAUTHORIZED USE OF THE SERVICES

PIFIQ is not responsible for any unauthorized access to your data or the unauthorized use of the Services unless the unauthorized access or use results from PIFIQ's failure to meet its security obligations stated in the Agreement. You are responsible for the use of the Services by any employee of yours, any person to whom you have provided access or access credentials for the Services and any person who gains access to your data or the Services as a result of your failure to use reasonable security precautions, even if such use was not authorized by you.

15. DISCLAIMERS

We do not warranty or promise that the Services will be uninterrupted, error-free, or completely secure. You acknowledge that there are risks inherent in Internet connectivity that could result in the loss of your privacy, Confidential Information, and property. PIFIQ has no obligation to provide security other than as stated in this Agreement. To the extent permitted by applicable law, PIFIQ makes no express or implied representations, warranties or conditions of any kind whatsoever, including but not limited to warranties of title or non-infringement, or implied warranties or conditions of merchantability or fitness for a particular purpose, with regard to the Service, hardware, software or any other Service or deliverable provided hereunder, or any merchandise, information, content or Service provided on the internet, and all representations, warranties, or conditions of any kind, express or implied are, to the extent permitted by applicable law, hereby excluded.

Neither PIFIQ, nor any of its affiliates, agents or suppliers warrant the performance, availability, uninterrupted or error free use of or operation of the Service or any deliverable provided pursuant to this Agreement. The entire risk as to the availability and performance of the Service or any of its components is with you. Further, neither we nor our affiliates, agents or suppliers warrant that any data or files sent by or to you will be transmitted, transmitted in uncorrupted form or transmitted within a reasonable period of time, or that such data or files will not be intercepted, that other persons will not gain access to your Account, the Service, any of your content or that any data or material accessible through the Service will be free of viruses or other harmful components.

16. CONFIDENTIAL INFORMATION

Each of us agrees not to use the other's Confidential Information except in connection with the performance or use of the Services, as applicable, the exercise of our respective legal rights under the Agreement, or as may be required by law. Each of us agrees not to disclose the other's Confidential Information to any third person except as follows:

16.1. to our respective service providers, agents, and representatives, provided that such service providers, agents, or representatives agree to confidentiality measures that are at least as stringent as those stated in this Agreement;

16.2. to a Canadian law enforcement or government agency if required by a subpoena or other compulsory legal process, or if either of us believes, in good faith, that the other's conduct may violate applicable criminal law as required by law; or

16.3. in response to a subpoena or other compulsory legal process, provided that each of us agrees to give the other written notice of at least seven days prior to disclosing Confidential Information under this subsection (or prompt notice in advance of disclosure, if seven days advance notice is not reasonably feasible), unless the law forbids such notice.

17. LIMITATION ON DAMAGES

Our obligations to you are defined by this Agreement. We are not liable to you for failing to provide the Services even if the failure results from a breach of this Agreement, or results from negligence. The credits described in the Service Level Agreement are your sole and exclusive remedy for non-availability of the Services. Neither of us, namely you or we, nor any of our respective employees, agents, affiliates or suppliers, is liable to the other for any lost profits or any other indirect, special, incidental or consequential loss or damages of any kind or for any loss that could have been avoided by the damaged party's use of reasonable diligence, even if the party responsible for the damages has been advised or should be aware of the possibility of such damages. In no event shall either of us be liable to the other for any punitive damages.

Notwithstanding anything in the Agreement to the contrary, the maximum aggregate monetary liability of PIFIQ and any of its employees, agents, suppliers or affiliates, in connection with the Services, the Agreement and any act or omission related to the Services or Agreement under any theory of law (including Breach of Contract, tort, strict liability, violation of law, and infringement) shall not exceed the amount of Fees you paid for the Services for two (2) months prior to the occurrence of the event giving rise to the claim.

Under no circumstances shall we, our affiliates or our agents be liable to you or to any third party for any direct, indirect, special, exemplary, punitive or consequential damages, including, without limitation, loss of profits and loss of business opportunities that result in any way from:

- 17.1. this Service, including its use or unavailability or any part thereof, by you or any other person using your Service Account or those who may rely on or use information, services or merchandise provided on or through the Service; or
- 17.2. which result from mistakes, omissions, interruptions, deletion or corruption of files, errors, defects, delays in preparations or transmission or failure of performance; or
- 17.3. any losses or expenses (including legal fees) arising out of, or in connection with any allegation, claim, suit or other proceeding based upon a contention that the use of the Service by you or a third party through your Account infringes the intellectual property rights or contractual rights of any third party; or
- 17.4. defamation or copyright infringement arising from material transmitted or received over our or our affiliates' facilities; or
- 17.5. infringement of patents arising from combining or using your facilities with ours or those of our affiliates.

18. INDEMNIFICATION

If we, our affiliates, or any of our or their respective employees, agents, or suppliers (the "PIFIQ Indemnitees") are faced with a legal claim by a third party arising out of your actual or alleged gross negligence, wilful misconduct, violation of law, failure to meet security obligations required by the Agreement, violation of the AUP, or violation of these Terms and Conditions, then you will pay the cost of defending the claim (including reasonable attorney fees) and any damages awarded, fine or other amount that is imposed on the PIFIQ Indemnitees as a result of the claim. Your obligations under this subsection include claims arising out of the acts or omissions of your employees, any other person to whom you have given access to the Services and any person who gains access to the Services as a result of your failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by you. If you resell the PIFIQ Services, the grounds for indemnification stated above also include any claim brought by your customers or end users arising out of your resale of the PIFIQ Services. We will choose legal counsel to defend the claim, provided that these decisions are reasonable and promptly communicated to you. You must comply with our reasonable requests for assistance and cooperation in the defence of the claim. We may not settle the claim without your consent, although such consent may not be unreasonably withheld. You must pay expenses due under this Section as we incur them.

19. THIRD PARTY LICENSE TERMS

In addition to the terms of this Agreement, your use of the Service is governed by the license terms and conditions of use that may apply to any third party software, systems, processes or applications used by PIFIQ in the provision or delivery of the Services, as modified from time to time by the supplier or vendor of such third party software, systems, processes or applications.

20. RESELLING SERVICES

If you are an authorized reseller of any PIFIQ Services, you may resell the Services, provided that in addition to yourself, you bind, to the terms of this Agreement, in writing, the end user to whom you resell the Services. You will, however, be responsible for use of the Services by any end user to the same extent as if you were using the Services yourself.

21. NOTICES

All official communications regarding the PIFIQ Services should be sent to the PIFIQ team % PIFIQ , 95 Apple Creek Blvd., Markham, Ontario L3R 1C7, Canada.

22. OWNERSHIP OF INTELLECTUAL PROPERTY

Each of us retains all rights, titles and interests in and to our respective trade secrets, inventions, copyrights, and other intellectual property. Any intellectual property developed by PIFIQ during the performance of the Services shall belong to PIFIQ unless we have agreed with you in advance in writing that you shall have an interest in the intellectual property.

23. ASSIGNMENT/SUBCONTRACTORS

You may not assign this Agreement without PIFIQ's prior written consent. We may assign the Agreement in whole or in part as part of a corporate reorganization or a sale of our business, and we may transfer your Confidential Information as part of any such transaction. PIFIQ may use third party service providers to perform all or any part of the Services, but PIFIQ remains responsible to you under this Agreement for work performed by its third party service providers, to the same extent as if PIFIQ performed the Services itself.

24. FORCE MAJEURE

Neither of us will be in violation of the Agreement if the failure to perform the obligation is due to an event beyond our control, such as significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labour action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry.

25. GOVERNING LAW

The Agreement is governed by the laws of the Province Of Ontario, which shall be the exclusive venue for all disputes arising out of the Agreement, and we each agree not to bring an action in any other venue. You waive all

objections to this venue and agree not to dispute personal jurisdiction or venue in these courts. You agree that you will not bring or participate in any class action lawsuit against PIFIQ or any of its employees or affiliates. Each of us agrees that we will not bring a claim under the Agreement more than two years after the time that the claim accrued.

26. OTHER

If any part of the Agreement is found unenforceable by a court or other tribunal, the rest of the Agreement will nonetheless continue in effect, and we agree that the tribunal may reform the unenforceable part if it is possible to do so, in a manner which is consistent with the material economic incentives of the parties resulting in this Agreement. Each of us may enforce each of our respective rights under the Agreement even if we have waived the right or failed to enforce the same or other rights in the past. Our relationship is that of independent contractors and not business partners. Neither of us is the agent for the other, and neither of us has the right to bind the other on any agreement with a third party.

The captions and headings in this Agreement are for convenience only, and are not part of the Agreement nor are they meant to convey meaning or intent. In the event of a dispute between us regarding the interpretation of applicable law, policies or the AUP, PIFIQ's reasonable determination shall control. The use of the word "including" in the Agreement shall be read to mean "including without limitation". If you have made any change to the Agreement documents that you did not bring to our attention in a way that is reasonably calculated to put us on notice of the change, the change shall not become part of the Agreement. The Agreement may be signed in multiple counterparts, which, taken together, will be considered one original. Facsimile signatures, signatures on an electronic image (such as .pdf or .jpg format), and electronic signatures shall be deemed to be original signatures.