

Annex "A"

Standard Hosting Terms and Conditions

1. Definitions:

In the Agreement (defined below), the following words and terms have the following meanings:

- (a) **"Agreement"** means this agreement, pursuant to which GSC will be providing services to Client;
- (b) **"Client", "you", "your"** means the company to whom GSC will be providing the Services hereunder;
- (c) **"Confirmation"** means the signing of the Service Agreement;
- (d) **"GSC"** means The Exchange Global Server Center Inc. a Manitoba corporation;
- (e) **"Service Level Agreement"** means the additional terms and conditions applicable in respect of Services; and
- (f) **"Services"** means the services to be provided by GSC to the Client hereunder, the details of which are set out in the Confirmation.

2. Services to be Provided:

GSC agrees to provide the Services to the Client, for the purpose of application, data, database and/or website hosting/management at GSC's Data Center in Winnipeg, Manitoba, Canada on the terms and subject to the conditions provided in this Agreement.

3. Term of this Agreement

The initial term (the **"Initial Term"**) of this Agreement shall commence on the date (the **"Start Date"**) on which GSC first begins to provide Services to Client and shall expire on the date that is Thirty-Six (36) Months after the Start Date.

Upon expiry of the Initial Term and any subsequent renewal term, this Agreement will automatically renew for a successive term of Twelve (12) Months unless GSC is notified in writing at least thirty (30) days prior to the expiry of the Initial Term or any renewal term (provided that GSC will not under any circumstances provide Services in respect of any such renewal term unless and until Client has paid to GSC the monthly service fee in respect of such renewal term).

4. Default and Termination:

If Client is in default of its payment obligations as provided in Section 5 below, GSC may, without further notice, suspend or terminate the provision of all Services. Without limiting the foregoing, GSC may also suspend or terminate this Agreement upon such period of advance notice, if any, as GSC in its absolute discretion determines is reasonable in the

circumstances if Client breaches any of its other covenants provided herein.

5. Fees, Billing and Payment:

In consideration of GSC providing the Services, Client agrees to pay GSC a non-refundable account set up fee and a monthly service fee, paid in advance, each as set out in the Confirmation, together with all federal, provincial and/or local taxes, if any, applicable to the provision of Services

Client agrees to remit all future payments within thirty (30) days of the date of the invoice from GSC. Failure to remit timely payment may result in the suspension or termination of Services by GSC, or a termination of this Agreement. In the event of such suspension or termination of Services, Client shall remain liable for all outstanding debts under this Agreement, and no refund of any prepaid amounts will be made.

Client agrees to reimburse GSC for any actual costs incurred by GSC or its assigns in the collection of any sums due under this Agreement, including GSC's or its assign's reasonable legal fees. Interest on overdue amounts will accrue at a rate of 2% per month (24% per year). Suspended accounts continue to incur normal monthly charges and are subject to any interest fees as aforesaid.

6. Content and Activity:

Client shall at all times adhere to GSC's Acceptable Use Policy, a current copy of which is attached as Annex "C". Notwithstanding anything to the contrary contained herein, GSC may immediately take corrective action, including suspension of any and all Services, or terminate this Agreement if GSC reasonably believes that Client has violated the Acceptable Use Policy.

In the event that GSC takes corrective action due to a violation of the Acceptable Use Policy, GSC shall not refund to Client any fees paid in advance of such corrective action.

7. Restrictions/Description of Prohibited Acts:

- I.) You may not use any GSC service, solution or technology to, including, but not limited to:
 - (a) Display material containing pornographic material of any kind;
 - (b) Provide material that is grossly offensive to the GSC online community, including blatant expressions of bigotry, prejudice, racism, hatred, or excessive profanity, or post any obscene, lewd, lascivious, filthy, excessively

- violent, harassing, or otherwise objectionable content;
- (c) Sell or promote any products or services that are unlawful in the location at which the content is posted or received;
 - (d) Access illegally or without authorization any computers, accounts, or networks of GSC or any GSC member, or attempt to penetrate GSC's security measures ("hacking"), or conduct a port scan, stealth scan, or other information-gathering activity the intent of which is to gather information to be used to attempt a system penetration; or upload to GSC, send through GSC, or have GSC host or distribute any Internet viruses, with the ability of others to effectively use a GSC service or any connected network, system, service, or equipment;
 - (e) Display material that exploits, or otherwise exploit, children under 18 years of age;
 - (f) Post any content or otherwise infringe in any way or violate any copyright, patent, trademark, service mark, trade name, trade secret, or other intellectual property right of any third party;
 - (g) Promote, solicit, or participate in pyramid schemes;
 - (h) Post any content that holds GSC up to public scorn or ridicule;
 - (i) Engage in any libellous, defamatory, scandalous, threatening, or harassing activity;
 - (j) Post or disclose any personally identifying information or private information about children or any third parties without their consent (or their parent's consent, in case of a minor); and/or
 - (k) Post any content that advocates, promotes, or otherwise encourages violence against any governments, organizations, groups, or individuals or that provides instruction, information, or assistance in causing or carrying out such violence.
- II.) You agree that without the express consent of GSC (and showing proof of the appropriate licenses where necessary or appropriate), you will never provide, sell, or offer to sell the following products or content (or services related to the same) on any website you create:
- (a) illegal drugs;
 - (b) illegal drug contraband;
 - (c) firearms;
 - (d) weapons;
 - (e) pirated computer programs;
 - (f) pornography or illicitly pornographic sexual products;
 - (g) programs to "nuke" or create attacks against another individual or an Internet Service Provider;
 - (h) illegal goods;
 - (i) escort services;
 - (j) instructions on how to assemble or otherwise make bombs, grenades, or other weapons;
 - (k) information used to circumvent manufacturer installed copy-protect devices; or
 - (l) computer software viruses or software designed to create a virus.
- III.) You also agree that you will never promote or provide instructional information about illegal activities, activities that can lead to physical harm to any group or individual, or any activities that lead to cruelty to animals. You may not use GSC service, technology, or website in any high-risk activities where damage or injury to persons, property, environment, or business may result if an error occurs. **YOU EXPRESSLY ASSUME ALL RISK FOR SUCH USE.**
- IV.) Unless GSC offers a service to conduct any of the following, you agree that you will never conduct the following types of activities on the website: gambling; sweepstakes; raffles; lotteries; contests; pyramid, or Ponzi schemes; and/or unsolicited commercial email (Spam).
- V.) You agree that you will not (and you will not allow any third party to) partake in the following actions:
- (a) reverse engineering, reverse compiling or otherwise deriving the underlying source code or structure or sequence of any GSC service, solution or any technology;
 - (b) individual pass wording of the website (or pages contained therein);
 - (c) deleting or altering author attributes or copyright notices, unless expressly permitted in writing by the author or owner; and/or
 - (d) fail to obtain all required permissions when using an GSC service, solution or technology to receive, upload, download, display, distribute, or execute programs or perform other works protected by intellectual-property laws, including copyright and patent laws.
- VI.) You agree that you will not freely distribute usernames and passwords to other than yourself or an appointed content delivery professional. Any modifications to data resulting from persons

acquiring usernames and passwords, whether legally or illegally are strictly the responsibility of the client and GSC is in no way responsible for lost data or any damages caused by unwanted modifications.

- VII.) You agree not to use GSC services or technology to send (outbound) Unsolicited Commercial Email (UCE) or SPAM from our network using web-based or CGI-based mailing technologies. "UCE" or "Spam" means unsolicited mailing to individuals or lists of e-mail addresses or postings to newsgroups whose topic are not relevant to the substance of the postings, or to individuals or business who have not requested to be recipients of such postings or e-mail messages. GSC reserves the right to interpret and terminate activities that constitute spamming without advance notice and Client agrees to forfeit any prepaid funds.
- VIII.) You agree not to send Unsolicited Commercial Emails (UCE) to purchased emails addresses, using a third party, without the prior written authorization of GSC Inc.

8. IP Address Ownership:

GSC shall maintain and control ownership of all IP numbers and addresses that may be assigned to the Client and reserves, in its sole discretion, the right to change or remove any such IP numbers and addresses.

9. Caching:

Client expressly (i) grants to GSC a license to cache the entirety of Client's Web Site, including content supplied by third parties, hosted by GSC under this Agreement and (ii) agrees that such caching is not an infringement of any of Client's intellectual property rights or any third party's intellectual property rights.

10. Bandwidth and/or Disk Usage:

Client agrees that bandwidth and/or disk usage shall not exceed the stated amount per month for the Service ordered by Client. GSC shall monitor Client's usage. If bandwidth or disk usage exceeds the agreed upon amount per month, GSC in its sole discretion, will bill additional standard charges if applicable.

11. Right to Access

Client agrees to provide all necessary electronic and physical access required by GSC in the delivery of all Services. This includes, but is not limited to, passwords, remote access, workstation use and/or access to secure areas at Client premises. Client refusal to provide GSC the access necessary for Service delivery will result in Services not being performed for which GSC will not be held liable.

12. User Licensing Charges

- (h) Client agrees that for any per user licensing charges, their regular monthly fees will be adjusted for the next service month based upon the number of active users at the end of the current service month. GSC shall monitor Client's usage;
- (i) Per user licensing charges are subject to change without Client notice or approval. If any per user licensing charge will be changing by more than 10% on any bill Client will be notified by GSC of the change.

13. Indemnification:

Client will indemnify, save harmless, and defend GSC and its subsidiaries, affiliates and associates and their respective directors, officers, shareholders, employees and agents (collectively, the "GSC Parties") from and against any and all claims, damages, losses, liabilities, costs, claims, suits, actions, demands, proceedings (whether legal or administrative), judgements and expenses (including but not limited to reasonable legal fees) arising out of or relating to the actions or inactions of Client, including without limitation, the use of the Services by Client and the provision by GSC of the Services, including any violation of the GSC Acceptable Use Policy. Such claims shall include, but shall not be limited to, claims based upon trademark, service mark, trade name, copyright, tortious interference with contract or prospective business relations, unfair competition, defamation or injury to reputation, or other injuries or damage to business.

14. Limitation of Liability:

Client acknowledges and agrees as follows:

- (j) GSC will incur no liability for any claim, whether in contract, tort, warranty, strict liability, product liability or any other theory of recovery (including negligence but excepting only intentional malfeasance) relating in any manner to the Services;
- (k) GSC exercises no control over the content of its hosted data or web sites or the data transmitted on its network; provided, however, the transmission, creation, or display of any materials by Client on the Web Site in violation of applicable laws or regulations or in violation of any of Client's covenants herein is strictly prohibited and is grounds for the immediate suspension of Services or termination of the Agreement;
- (l) Client may only use Services for lawful purposes. Transmission of any material that is in violation of any applicable laws or regulations is strictly prohibited. Without limiting Subsection (k) above, GSC reserves the right to terminate the Agreement or the provision of Services to Client hereunder at any time that Client's use of the Services is deemed

- by GSC to jeopardize the mutual benefit and harmony enjoyed by GSC and its subscribers;
- (m) Client expressly agrees that use of the Services is at Client's sole risk. Neither the GSC Parties, GSC's third party information or communication providers or any others warrant that the Services will be uninterrupted or error free, nor do they make any warranty as to the results that may be achieved from the use of such Services or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through such services;
- (n) The Internet is an inherently insecure medium. GSC makes no guarantees on the security of its network providers or the data stored within the network;
- (o) GSC makes no warranties of any kind, whether expressed or implied, including any implied warranties of merchantability or fitness of the Services provided pursuant to the Agreement for a particular use. None of the GSC Parties will be responsible for any damages suffered by Client, including, but not limited to, loss of data, non-deliveries, mis-deliveries, service interruptions or damage to equipment, unless caused by the gross negligence or intentionally harmful acts of one or more of the GSC Parties. The use of any information obtained via GSC is at Client's own risk. GSC specifically denies any responsibility for the accuracy or quality of information obtained by or distributed through its services or Client errors over which GSC has no control;
- (p) Under no circumstances whatsoever shall any of the GSC parties or anyone else associated with providing the services be liable for any indirect, incidental, special or consequential damages that result from the use of or inability to use the services, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission or any failure of performance, whether limited to acts of god, communication failure, theft, construction or unauthorized access to GSC's records, software or services. Notwithstanding the foregoing, client's exclusive remedies for all damages, losses and causes of actions, whether in contract, tort (including negligence) or otherwise, shall not exceed the lesser of (i) the aggregate dollar amount which client paid during the three (3) month period immediately prior to the date of the client's claim and (ii) \$500.00.
- (q) GSC DOES NOT WARRANT IN ANY MANNER:
- (i) That the GSC service will be continuous or uninterrupted or that other third party communications, transmissions or service which the Client has access to will be continuous or uninterrupted;
- (ii) That there will be continuous uninterrupted transmission services of any other communications company, carrier or system whose services or equipment are utilized by GSC or the Client in the relation to the provision of GSC services;
- (iii) That any communications utilizing GSC network are private or confidential;
- (iv) That any warranty or conditions to the contrary, whether expressed or implied by statute or otherwise, shall not form a term or condition of this Agreement;
- (i) In the event that any interruption, breakdown or failure in GSC service shall occur as a result of the actions of GSC, the client shall be entitled to an extension of service equal to the time the client site was down as a result of the occurrence.
- (j) GSC warrants that, if a client is dissatisfied in any way with the GSC service or technology, upon notice from the client GSC will terminate the agreement. This is the client's sole and exclusive remedy for any breach of the above warranty.
- (k) The opinions and views expressed in any Client site do not reflect those of GSC, and GSC does not review, verify, endorse, or otherwise vouch for the content of any Client sites. GSC is not responsible for the content of any Client page. Clients are solely responsible for everything contained in their own Client site. Clients may be held legally accountable if their Client site includes, for example, any defamatory comments or material protected by copyright, trademark, patent, or trade secret or other laws without the express permission of the author or owner;
- (l) GSC is not responsible for the delivery or quality of any goods or services sold or advertised through the GSC network;
- (m) GSC does not guarantee that its security procedures will prevent the loss of, alteration of, or improper access to your information. GSC and its licensors are not responsible for invalid destinations and transmission errors in, corruption of, or the security of your information carried over interexchange carriers', local exchange carriers', or other providers' facilities.

15. Force Majeure:

GSC shall not be liable for failure or delay in providing the Services if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, sabotage, fire, flood, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of services.

16. Enforcement of Agreement:

In the event it is necessary for GSC to enforce its rights under the Agreement, Client agrees to pay all fees incurred by GSC (including, but not limited to, legal fees and collection agency fees).

17. Cancellation Policy:

Client may terminate this Agreement at any time after the first six (6) months of the Initial Term by giving GSC a minimum of sixty (60) days' written notice. However, Client expressly acknowledges and agrees that it shall remain liable for all amounts payable to GSC for the balance of the then current term of this Agreement, and if GSC has purchased specific dedicated hardware and or software outside of that contained in GSC's dedicated and managed packages on behalf of Client, including but not limited to circuit and router and or application licenses, Client shall assume responsibility for payments for such hardware and or software, until paid in full. Once paid in full, Client will receive ownership of the specified hardware and or software.

18. Jurisdiction:

This Agreement shall be construed in accordance with and governed by the laws of the Province of Manitoba and the laws of Canada applicable therein, and for the purposes of legal proceedings this Agreement shall be deemed to have been made in Manitoba and to be performed there, and the courts of Manitoba shall have exclusive jurisdiction over all disputes which may arise under this Agreement.

19. Client Representations, Warranties and Covenants:

Client represents, warrants and covenants to GSC as follows, and acknowledges and agrees that GSC is relying on such representations, warranties and covenants in entering into the Agreement:

- (a) Client has full authority and right to enter into the Agreement;
- (b) Client has or shall obtain the right to use all applicable trade-marks, copyrights and other applicable rights, if any, in connection with its data, and hereby represents and warrants to GSC that it now has or shall have all such rights and hereby grants GSC the right to use such rights in connection with the provision of the Services;
- (c) Client will not, directly or indirectly, use the Services to send, submit, post, receive or other facilitate the transmission of any materials that are tortious, libellous, slanderous, defamatory, abusive, obscene, pornographic, profane, sexually explicit, threatening, or that contain blatant expressions of bigotry, racism or hate or which violate or infringe any copyright, trade-mark, trade secret, patent,

statutory, common law or other proprietary rights of others or to send unsolicited electronic mail or other mass electronic mailings. GSC does not screen in advance Client's data, and GSC's hosting of data submitted by Client does not create any express or implied approval by GSC of such material, nor does it indicate that such material complies with the terms of the Agreement; and

- (d) Client will comply with all applicable provincial, federal, local and other laws (including, but not limited to, export/import laws and laws relating to obscenity, copyright, trademark, trade secret, libel, slander and defamation). It is client's sole responsibility to become familiar with and to comply with all laws that might relate to the services.

20. Amendments:

This Agreement and any prices for Services may be amended by GSC at any time by giving Client thirty (30) days' notice by electronic mail. It is Client's responsibility to periodically review this Agreement and any such amendments.

21. Notices:

Notices by GSC to client may be given by means of electronic message through e-mail or written notice. Notices by Client to GSC regarding cancellation of service must be provided in writing; all other notices may be given by means of electronic message through e-mail to info@globalservercenter.ca.

22. Paramountcy:

If GSC and Client are party to a Service Level Agreement, then, to the extent that any of the terms and conditions in that Service Level Agreement (the "Special Terms") are inconsistent with any terms and conditions of this Agreement, then the Special Terms shall govern, and the terms and conditions of this Agreement are, to the extent of such inconsistency, of no force and effect.

23. Entire Agreement:

This Agreement (consisting of this Annex "A", the Confirmation of Contract, Annex "B" the Service Level Agreement, Annex "C" the *Acceptable Use Policy* and Annex "D" the General Support Service Level Agreement, if any), constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior formal and informal agreements, proposals, promises, inducements, representations, conditions, warranties, understandings, negotiations and discussions, whether oral or written, of the parties.