

Please read very carefully these terms and conditions before using GRIP I.T.'s services. If you do not accept these terms and conditions, please close your browser and do not proceed with ordering or using the services.

PLEASE NOTE THAT GRIP I.T.'S SERVICES ARE STRICTLY RESERVED AND PROVIDED TO BUSINESSES AND ARE NOT FOR CONSUMERS. In the present Agreement, the recipient and payor of the services is acting as a business or a merchant, and is buying services for business purposes only. If you are a consumer or are not buying GRIP I.T. services for business purposes, please close your browser and not proceed with ordering or using the services. **PLEASE ALSO NOTE** that GRIP I.T.'s Third Party Suppliers are third party beneficiaries of the present Agreement and that by entering into this agreement you agree that it has the right to enforce the provisions of this Agreement and to verify your compliance with the terms hereof as they relate to the Services that are licenced from any Third Party Supplier or its affiliates.

THIS AGREEMENT is by and between:

GRIP I.T., with offices at 165 East Beaver Creek, Richmond Hill, Ontario, Canada. L4B 2N2 (hereinafter "**GRIP I.T.**"); and the recipient and payor of Services hereunder as identified as part of the subscription process for GRIP I.T. Services (hereinafter "**Recipient**");

THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. DEFINITIONS

The following words and phrases, wherever used in this Agreement or in the preamble thereto, shall, unless otherwise expressly provided or unless there be something in the context inconsistent therewith, have the following meanings:

"Agreement" means this Master Service Agreement as amended, supplemented or restated from time to time, and all documents incorporated hereto;

"Business Day" means any day other than a Saturday, Sunday or any statutory holiday in the Province of Quebec;

"Competitor of GRIP I.T." means a business offering to third parties services similar to the Services offered by GRIP I.T.;

"Civil Code" means the *Civil Code of Ontario*, as amended from time to time;

"Microsoft Online Services" means the online services, offered by Microsoft®, which may include Microsoft software technology, including Office 365™;

"person" includes any natural person, legal person, partnership, limited partnership, joint venture, unincorporated association or other organization, trust, trustee, executor, administrator or liquidator, regulatory body or agency, government or governmental agency, authority or entity, however designated or constituted and whether or not a legal entity;

"Services" means remotely provided services provided by GRIP I.T. to the Recipient, such as SharePoint®, *Web Hosting, Virtual Private Server, Exchange Hosting, CRM, Secure Messaging, Microsoft Online Services* (as defined herein) and other services GRIP I.T. may offer from time to time, as ordered by the Recipient and further described in GRIP I.T.'s Service Level Agreement;

"Service plan" has the meaning ascribed to it by section 3 hereunder;

"GRIP I.T. Intellectual Property Assets" means GRIP I.T.'s patents, trademarks, copyrights, trade secrets and any such rights of GRIP I.T. arising under a licence from a third party;

"Term" has the meaning ascribed to it by section 5.1 hereunder.

"Third Party Suppliers" means a third party supplier of Services, including, without limitation, Microsoft Corporation and its affiliates.

Microsoft, Sharepoint and Office 365 are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries.

2. INCORPORATED TERMS AND CONDITIONS

The following documents can be found at <http://www.GRIPit.ca/ToS> or by using the appropriate hyperlinks below; these documents are incorporated by reference herein and form an integral part hereof. The acceptance of the Recipient of the present Agreement shall constitute acceptance by the Recipient of the terms of the incorporated documents as they may be amended from time to time, in the sole discretion of Microsoft or any other Third Party Supplier.

Documents	Order of precedence
This Master Service Agreement	1
<p>For Services incorporating Microsoft software: MICROSOFT END-USER LICENCE TERMS attached herein, and license terms from Microsoft® for the applicable software incorporated in the Services : (online : http://www.Microsoftvolumelicensing.com/default.aspx)</p> <p>For Services incorporating Microsoft Online Services: MICROSOFT CLOUD AGREEMENT and SLAs online : http://devpartnercloudstorage.blob.core.windows.net/customeragreements/Americas/MicrosoftCloudAgreement(NA)US(ENG)(Jul2014)(CR).pdf and http://www.Microsoft.com/en-us/licensing/product-licensing/products.aspx</p> <p>For Services incorporating other third party software or services: Such third party' software licence terms and conditions made available to the Recipient</p>	2
Recipient's Service (as can be found in the Administrative portal)	3
GRIP I.T.'S SERVICE LEVEL AGREEMENT	4
GRIP I.T.'S NO-SPAM POLICY	5
GRIP I.T.'S PRIVACY POLICY	6

The foregoing order of precedence shall govern the interpretation of this Agreement and of the above listed documents in all case of conflict or inconsistency therein, except as expressly provided in these documents.

For Services incorporating Microsoft software or Microsoft Online Services, the relevant agreements listed above must be reviewed at each new subscription for Services, at each modification to the Services and at the start of each new Renewal Term.

3. PROVISION OF SERVICES

GRIP I.T. agrees to provide to the Recipient such Services as ordered and paid for by the Recipient in accordance with and subject to its compliance with this Agreement.

The Service plan is set forth in the order form created at the outset of the Recipient's account and can be found at any time on the administrative web portal of GRIP I.T. (the "**Administrative portal**") which can be found at: [HTTP://Support.GRIPit.ca/](http://Support.GRIPit.ca/) using the Recipient administrative contact's login information. The Service plan describes the Services selected and ordered by the Recipient, their corresponding itemized fees and the applicable Term, as defined hereunder.

GRIP I.T. shall be responsible for providing support to the Recipient. All such services shall be made available in accordance with and shall be subject to GRIP I.T.'s then current standard terms and conditions applicable to the services. GRIP I.T.'s current technical support standard is 24/7 phone, chat and email support. Some service offerings may require execution of an additional agreement and/or the payment of service fees.

4. LAWFUL USE OF THE SERVICES

The Recipient agrees to use all Services provided to it hereunder only for the Recipient's lawful, appropriate, and permitted internal purposes hereunder. The Recipient shall not sell, rent, lease, host, license, publish, display, distribute, or otherwise transfer or make the Services available to a third party. The Recipient is responsible to GRIP I.T. for any unauthorized installation, use, copying, access or distribution of the Services by third parties.

The Recipient must follow good industry practices for safeguarding and maintaining confidentiality of data of its end users and shall comply with all applicable data protection and privacy laws with respect to any data of its end users.

The Recipient shall provide sufficient notice to, and obtain sufficient consent and authorization from, its end users and any other party providing personal data to the Recipient, GRIP I.T. and Third Party Suppliers to permit the processing of the data by the Recipient, GRIP I.T., and Third Party Suppliers, and their respective affiliates, as contemplated by this Agreement.

GRIP I.T. and Third Party Suppliers may collect, use, transfer, disclose, and otherwise process the Recipient and its end user's data, including personal data, as described in this Agreement or any document incorporated herein by reference. GRIP I.T. and Third Party Suppliers may send direct communications to the Recipient and its end users related to the terms of this Agreement or any document incorporated herein by reference or the operation or delivery of the Services.

The Services must not be used in any application or situation where the failure of the Services could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("**High Risk Use**"). The Recipient may not use the Services for any High Risk Use and must not grant any third-party the right to use the Services for any High Risk Use. High Risk Use does not include non-control functions, the failure of which would not result in death personal injury, or severe physical or environmental damage. The Recipient agrees to indemnify and hold harmless GRIP I.T. and the Third Party Suppliers from any Claim arising out of its use of Services in connection with any High Risk Use.

In addition, the Recipient may not use the Services if he/she/it is a Competitor of GRIP I.T.. For Recipients of Microsoft Online Services, the Services may not be used unless the Microsoft Cloud Agreement has been accepted.

In the event that the Recipient's use of the Services violates any applicable law or regulation, or otherwise violates this section, GRIP I.T. shall have the right to immediately terminate this Agreement, as well as to pursue any and all of its other available remedies.

5. TERM, TERMINATION, CANCELLATION POLICY

5.1 Term

The Agreement's "Term" is comprised of the Initial Term and any Renewal Term (each, as defined below):

- a. Monthly Plan Agreement Term. For monthly plans, the "Initial Term" is defined as the period from the date of the Recipient's initial payment or execution of this Agreement, whichever occurs earlier, until the thirtieth (30th) day thereafter. "Renewal Terms" for monthly plans, are defined as the thirty (30) day period beginning at the end of the Initial Term and each subsequent thirty (30) day period thereafter.
- b. Prepaid Yearly Plan Agreement Term. For prepaid yearly plans, the "Initial Term" is defined as the period from the date of the Recipient's initial payment or execution of this Agreement, whichever occurs earlier, through the end of the twelve (12) calendar month period thereafter. "Renewal Terms" for prepaid yearly plans are defined as the twelve (12) month period beginning at the end of the Initial Term and each subsequent twelve (12) month period thereafter.
- c. Defined Term Plan Agreement Term. For defined term plan plans, the "Initial Term" is defined as the period from the date of the Recipient's initial payment or execution of this Agreement, whichever occurs earlier, until such time as the Recipient agrees to be bound by the terms of this Agreement in accordance with GRIP I.T.'s registration process. "Renewal Terms" for defined term plan are defined as the twelve (12) month period beginning at the end of the Initial Term and each subsequent twelve (12) month period thereafter.
- d. Automatic Renewal. This Agreement shall renew automatically at the end of the Initial Term and each Renewal Term unless terminated in accordance with this Agreement either by the Recipient or by GRIP I.T..

5.2 Termination by Recipient for convenience and cancellation policy

- a. Monthly Plan. The Recipient may terminate the Agreement for convenience at any time on fifteen (15) days advance written notice. The termination effective date will be fifteen (15) days after receipt of the written notice. If the Recipient terminates for convenience a monthly plan prior to the end of the then current Term, GRIP I.T. shall not be required to refund the Recipient fees already paid and he will be charged the entire month in which the effective termination date occurs. For plans that have a different billing cycle than monthly, such as a three (3) month or a six (6) month cycle, the Recipient shall be reimbursed for the unused month(s) after the termination effective date. In every case, only full months shall be reimbursed, no partial monthly fees shall be refunded.
- b. Prepaid Yearly Term.
 - 1) For all Services with a prepaid yearly term contract including the Starter Web Hosting Plan, the Recipient may terminate the Agreement for convenience with written notice sent at least thirty (30) days before the end of the Term. If the written notice is received after this required thirty (30) days but before the end of the Term, GRIP I.T. may charge the Recipient a fee of \$15.00 to proceed with the termination as well as any early termination fees that may be charged to GRIP I.T. by Microsoft for Microsoft Online Services ordered.
 - 2) If the Recipient terminates its account for convenience prior to the end of the Term, GRIP I.T. will not reimburse any prepaid fees and/or if the Recipient's account has automatically renewed and we did not receive the Recipient's written notice on time, the Recipient will be charged for all the months remaining unpaid.
- c. Defined Term Plan. The Recipient may terminate the Agreement for convenience at any time on ninety (90) days advance written notice. The termination effective date will be ninety (90) days after receipt of the written notice. If the Recipient terminates for convenience such plan prior to the end of the then current Term, GRIP I.T. shall not be required to refund fees already paid and the Recipient will be charged the entire ensuing ninety (90) day period before which the effective termination date occurs.

5.3 Termination by GRIP I.T. without cause

GRIP I.T. may terminate this Agreement without cause by providing written or electronic mail notice of termination to the Recipient's administrative email contact address not less than thirty (30) calendar days prior to the effective termination date.

- a. Monthly Plan. For monthly plans, if the effective termination date occurs prior to the end of the then current Term, GRIP I.T. shall refund or not charge the Recipient the monthly fees for the month in which Services terminate.
- b. Prepaid Yearly Term. If GRIP I.T. terminates a prepaid yearly term Agreement without cause prior to the end of the then current Term without cause, a refund equal to the prepaid hosting fees attributable to the remaining month(s) plus the fee for the month in which the contract is terminated less any unpaid fees shall be issued within thirty (30) calendar days of account termination to the credit card on record at time of termination. This refund shall be the Recipient's sole and exclusive remedy and GRIP I.T.'s entire aggregate liability for GRIP I.T.'s early termination of the Agreement without cause.
- c. Defined Term Plan. If GRIP I.T. terminates a defined term plan Agreement for convenience prior to the end of the then current Term, GRIP I.T. shall refund or not charge the Recipient the fees attributable to the remaining unused months of the current Term.

5.4 Termination for Cause

- a. By the Recipient. To terminate its account for GRIP I.T.'s material breach of the terms or conditions of this Agreement, the Recipient shall provide to GRIP I.T.'s legal department in writing, in accordance with section 15.12 hereunder, the details of GRIP I.T.'s material breach and allow GRIP I.T. thirty (30) days to cure any such violation prior to termination of this Agreement. The Recipient may only terminate this Agreement if GRIP I.T. fails to cure the alleged material breach within such thirty (30) day delay.
- b. By GRIP I.T.. GRIP I.T. may terminate this Agreement for cause and/or any or all Services offered to the Recipient for any of the following reasons:
 - (i) immediately, if the Recipient places or attempts to place any malicious code on GRIP I.T.'s servers in breach of section 8.3 hereunder, or upon material breach of GRIP I.T.'s No-Spam Policy;
 - (ii) if the Recipient fails to cure any other breach to this Agreement within fifteen (15) days from being notified of such breach, including, but without limitation, for failure to make payment when due or failure to provide and keep current all administrative contact and billing information.

In the event of termination for cause, GRIP I.T. shall not refund any paid fees. Termination for cause will not cancel or waive any fees owed to GRIP I.T. as per this Agreement.

5.5 Following Termination

The termination of this Agreement will not cancel or waive any fees owed to GRIP I.T.. Moreover, the Recipient's data and account settings shall be irrevocably deleted thirty (30) days from the date of the termination, unless the Recipient has by such date paid all amounts and damages owed to GRIP I.T.. That includes web site content, databases and email messages.

It shall be the Recipient's exclusive responsibility to secure all necessary data from its account, prior to the expiry of this thirty (30) day period after termination.

6. FEES, BILLING, TAXES, CHARGES

6.1 Fees

The fees set forth in the order form created at the outset of the Recipient's account shall be effective for the Initial Term and each Renewal Term of this Agreement, subject to GRIP I.T.'s right to increase these fees at any time upon thirty (30) days written notice to the Recipient in accordance with section 15.7 hereunder.

6.2 Billing and Payment Arrangements

- a. GRIP I.T. will bill the Recipient on a monthly basis for all recurring fees. One-time fees, including late payment fees, invoice processing fees, and returned check fees may occur at any time. All plan or feature changes may be billed within a seven (7) days period. No refund or adjustment shall be issued for one-time fees. For recurring fees, no refund or adjustment for plan downgrades or elimination of plan features within the current monthly term shall be issued.
- b. The Recipient shall at all times provide and keep current and up-to-date its contact, credit card and billing information on the Administrative **portal** of GRIP I.T. at [HTTP://Support.GRIPit.ca](http://Support.GRIPit.ca) using the Recipient administrative contact's login information.

6.3 Payment by Credit Card

- a. For payment by credit card, GRIP I.T. shall not provide an invoice to the Recipient. The Recipient may view and print an invoice for its account using the Administrative portal. At the beginning of each term, GRIP I.T. will apply the current monthly charges to the Recipient's credit card, the number of which he entered in the Administrative portal.
- b. It is the Recipient's responsibility to keep its credit card information up-to-date. In the event charges to its credit card fail, GRIP I.T. shall email a warning to its account billing contact. If, after fifteen (15) days, GRIP I.T. is unable to bill the Recipient's credit card, GRIP I.T. may suspend access to any Services. During this suspension, existing data will not be affected. After thirty (30) days of non-payment from the date the credit card was initially charged, GRIP I.T. shall have the right to immediately terminate this Agreement and delete all of the Recipient's data.

6.4 Payment by Cheque

- a. For payment by cheque, GRIP I.T. shall provide an electronic invoice to the Recipient each month in advance. The Recipient may view and print an invoice for its account using the Administrative portal. Payment by cheque must be received within fifteen (15) days after the issuing of the invoice.
- b. Should the Recipient's check not be honored by the financial institution, a returned check fee in the amount of the lesser of \$50.00 (fifty dollars) or the maximum amount allowed by law, will be assessed.
- c. In the event the Recipient fails to make timely payment for any reason by the fifteenth (15th) calendar day following issuance of the invoice, GRIP I.T. may suspend access to any Services. During such suspension, existing data will not be affected. After thirty (30) days of non-payment from when the date payment is due, GRIP I.T. shall have the right, without limitation, to immediately terminate this Agreement and delete all of the Recipient's data.

d. In the event that GRIP I.T. does not receive payment by the fifteenth (15th) calendar day following issuance of the invoice, GRIP I.T. shall have the right to assess a late payment fee, equal to the greater of the amount of (1) interest calculated at the lesser of 18% per annum or the maximum rate permitted by law, or (2) \$25.00 (twenty-five dollars).

e. In the event of a late or dishonored cheque, the Recipient may be required to pay via Cashier's Cheque or money order for any subsequent payment, at GRIP I.T.'s discretion.

6.5 Excess use

The Recipient shall monitor and maintain its accounts within all plan-specified limits and in a manner that does not disrupt the activities of other GRIP I.T. customers. In the event the Recipient's usage exceeds the limits for the account or GRIP I.T. has reasons to believe that Recipient's usage will disrupt the activities of other GRIP I.T. customers, the Recipient agrees that GRIP I.T. may, in its sole discretion:

- (i) charge for such excess usage via the credit card, or by invoice;
- (ii) upgrade to a plan or increase the limits on the account to address this excess usage, and;
- (iii) suspend or terminate the account for cause.

Usage and associated charges for excess usage shall be determined based solely upon GRIP I.T.'s collected usage information. Unused monthly allotments shall not accrue or carry over from one month to any other month. Upon any upgrade or increase on the limits of the Account, the Recipient shall be responsible for the new costs and fees.

6.6 Taxes

The Recipient shall be solely liable for taxes, governmental fees and assessments to be paid related to fees and charges arising under this Agreement or in connection with the Services. GRIP I.T. shall however collect from the Recipient any taxes applicable in the Province of Quebec on goods and services provided hereunder. The Recipient shall also pay all taxes, fees, and assessments of any nature associated with products or services sold through the use of or with the aid of the Services.

7. BETA PRODUCTS AND SERVICES

7.1 Provided "As Is"

This section applies only to the Recipient with accounts created on experimental "Beta" plans and platforms. The Service Level Agreement does not apply to such "Beta" plans or platforms, and GRIP I.T. has no liability whatsoever in relation to any such "Beta" plans or platforms or any related databases, web site content and email messages, whether direct or indirect or otherwise.

ANY USE OF "BETA" PLATFORMS OR PLANS IS PROVIDED "AS IS", AT THE RECIPIENT'S OWN RISK, AND THE RECIPIENT IS STRONGLY DISCOURAGED TO USE SUCH ACCOUNTS IN PRODUCTION OR IN RELATION TO SENSITIVE DATA.

7.2 Upgrades

GRIP I.T. may upgrade software on "Beta" programs when and as GRIP I.T. deems necessary in its sole discretion. Without limitation, GRIP I.T. does not represent or warrant that new versions of the software installed on "Beta" programs will be compatible with the previously installed version or that loss of functionality or interruption of service will not occur as a result of such upgrades.

7.3 Termination

GRIP I.T. has the right to terminate any "Beta" program or plan at any time without cause or notice. GRIP I.T. may convert the "Beta" servers to a GRIP I.T. Services plan selected at GRIP I.T.'s sole discretion. To discontinue the account and avoid incurring increased charges under selected GRIP I.T. Service plan, the Recipient must terminate the account in accordance with the termination provisions in Section 5 of this Agreement.

8. MATERIAL, DATA, SOFTWARE, OR PRODUCTS

8.1 Server Ready

Any material, data, software or products the Recipient provides to GRIP I.T. in connection with GRIP I.T. Services shall be server ready, meaning that they shall be in a condition and form which requires no additional manipulation or verification on the part of GRIP I.T.. GRIP I.T. may reject any data, software or products from the Recipient which, in GRIP I.T.'s reasonable opinion, is not server-ready.

8.2 Rejection

GRIP I.T. may, in its sole discretion, reject or delete material, data, software or products that the Recipient has placed, attempted to place, or has requested be placed on GRIP I.T.'s servers. GRIP I.T. shall notify the Recipient of its rejection and provide the Recipient with an opportunity to amend or modify such material, data, software or products to meet the requirements of GRIP I.T..

8.3 Malicious Code

Any material, data, software or products placed on GRIP I.T.'s servers by or through the Recipient shall be free of any and all malicious code, including disabling devices, drop dead devices, time bombs, trap doors, Trojan horses, worms, computer viruses and mechanisms that may disable or negatively impact the servers.

Attempting to place or requesting placement of malicious code on GRIP I.T.'s servers shall be a material breach of this Agreement.

8.4 Data Control

The Recipient of Microsoft Online Services hereby confirms that that GRIP I.T. is the data controller for any text, sound, video or images, and software that the Recipient provides to GRIP I.T..

The Recipient consents and authorizes GRIP I.T. and Microsoft (and its service providers and subcontractors) to access and disclose to law enforcement or other government authorities data from, about or related to the Recipient, including the content of communications (or to provide law enforcement or other government entities access to such data). The Recipient shall notify its individual users of the Services that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities and shall obtain the users' consent to the same.

9. LIMITED WARRANTY AND LIABILITY

9.1 Warranty

- a. THE PRODUCTS ARE SOLD AND/OR PROVIDED HEREUNDER WITH THE MANUFACTURER'S WARRANTY, IF ANY. GRIP I.T. DOES NOT PROVIDE ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE PRODUCTS SOLD AND/OR PROVIDED HEREUNDER ARE FREE OF PROGRAMMING ERRORS AND WILL OPERATE WITHOUT INTERRUPTION, OMISSION OR DEFAULT, OR THAT ANY ERRORS WILL BE DISCOVERED, OR THAT THE ERRORS DISCOVERED WILL BE CORRECTED.
- b. THERE ARE NO OTHER WARRANTIES FROM GRIP I.T., WRITTEN OR ORAL, EXPRESS OR IMPLIED. THE RECIPIENT IS THE SOLE MASTER OF THE USE MADE OF THE SERVICES AND PRODUCTS SOLD OR PROVIDED HEREIN. GRIP I.T. MAKES NO REPRESENTATION AND DOES NOT WARRANT THAT THE PRODUCTS AND SERVICES SOLD AND/OR PROVIDED HEREUNDER (I) CAN BE USED ACCORDING TO THE COMBINATIONS CONSIDERED BY THE RECIPIENT; OR (II) MEET THE BUSINESS REQUIREMENTS, TECHNICAL REQUIREMENTS OR PROFESSIONAL NEEDS OF THE RECIPIENT, EVEN IF THE RECIPIENT HAS ADVISED GRIP I.T. SUCH REQUIREMENTS AND NEEDS.
- c. GRIP I.T. MAKES NO CLAIMS ABOUT THE SUITABILITY OR ACCURACY OF THE SOFTWARE, SERVICES OR DATA SUPPLIED HEREUNDER FOR ANY PURPOSE, AND MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED; INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR THAT THEIR USE BY THE RECIPIENT WILL NOT INFRINGE ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS, OR OTHER RIGHTS.

9.2 Liability

- a. To the extent permitted by applicable law, whatever the legal basis for the claim, neither party, nor any of its affiliates or suppliers, will be liable for any indirect damages (including, without limitation, consequential, special or incidental damages, damages for lost profits or revenues, business interruption, or loss of business information) arising in connection with this agreement, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. To the maximum extent permitted by applicable law, and notwithstanding anything to the contrary in this agreement, the Recipient agrees that GRIP I.T.'s total maximum aggregate cumulative liability, for all past, present or future claims, demands, fines, penalties, actions, causes of actions, requests, lawsuits, judgments, damages, liabilities costs, expenses, prejudices or losses, including reasonable attorney's fees arising as a result of or in relation to this Agreement, shall be limited to actual and direct damages and not, under any circumstances, exceed, in the aggregate for all claims by any and all persons, the total of amounts actually paid to GRIP I.T. by the Recipient under this Agreement in the twelve (12) months preceding any such claim.
- b. The Recipient acknowledges and agrees that the Recipient's recourses and remedies, GRIP I.T.'s liability and its vendors and licensor's liability are further limited for specific Services by the SERVICE LEVEL AGREEMENT, the applicable MICROSOFT END-USER LICENCE TERMS and the MICROSOFT CLOUD AGREEMENT.

- c. Additionally, Recipients of Microsoft Online Services acknowledge that Microsoft has the right to disable or terminate said Recipient's Services for legal or regulatory reasons, or as per the terms and conditions outlined in the MICROSOFT CLOUD AGREEMENT. In the event of such a disablement or termination by Microsoft, the Recipient will not have any claim against GRIP I.T. for damages or lost profits resulting from any such disablement or termination. Moreover, GRIP I.T. will be entitled to invoice the Recipient for the Services that the Recipient ordered prior to any disablement or termination.

9.3 Content of the Information and Data

The Recipient is fully responsible for the content of the information and data passing through GRIP I.T.'s network or using the Services and for all activities that the Recipient conducts with the assistance of the Services.

10. INTELLECTUAL PROPERTY

10.1 Rights to Intellectual Property

Except for rights expressly granted herein, this Agreement does not transfer any intellectual or other property or proprietary right on the GRIP I.T. Intellectual Property Assets to the Recipient. All right, title, and interest in any product or Service provided to the Recipient is solely the property of GRIP I.T. and its vendors and licensors. These products and Services are only for the Recipient's use in connection with the Services.

The Recipient may not remove, modify, or obscure any copyright, trademark or other proprietary notices that are contained in or on the Services. Recipient has no right under this Agreement to use any Microsoft or GRIP I.T. trademarks, logos, or other proprietary notices in any manner whatsoever. For information on Microsoft trademarks, including a listing of current trademarks, see <http://www.Microsoft.com/trademarks>. Recipient must not undertake any action that will interfere with or diminish GRIP I.T. or Microsoft's (or GRIP I.T. or Microsoft's suppliers') right, title and/or interest in the trademark(s) or trade name(s).

"GRIP I.T." is a trade name used under licence by GLOBAL RESOURCES TECHNOLOGIES INC. in relation with the Services.

10.2 Information from the Recipient

The Recipient hereby represents and warrants to GRIP I.T. that it has the right to use any patented, copyrighted, trademarked or proprietary material which the Recipient uses, posts, or otherwise transfers to or by way of GRIP I.T.'s servers.

11. HARDWARE, EQUIPMENT, AND SOFTWARE

The Recipient is responsible for and must provide all phones, phone services, computers, software, hardware, and other services necessary to access the Services. GRIP I.T. makes no representations, warranties, or assurances that the Recipient's equipment will be compatible with GRIP I.T. services.

12. INDEMNIFICATION

The Recipient shall indemnify, defend and hold harmless GRIP I.T. (and its subsidiaries, affiliates, officers, employees, agents, partners, mandataries, vendors and licensors) from any and all Claims (including third party Claims) arising as a result of or in relation to any breach of this Agreement or fault by the Recipient, or in relation to any activities conducted by the Recipient through the Services, or otherwise in relation to the Recipient's products or services.

13. COMMUNICATION OF INFORMATION TO THIRD PARTY SUPPLIERS

The Recipient agrees and consents to the disclosure of its name and address to Third Party Suppliers as part of their right to verify compliance by GRIP I.T. under the agreements between them.

The Recipient agrees and consents that GRIP I.T. and Microsoft may collect, use, transfer, disclose, and otherwise process the Recipient's data, including personal data, as described in the present Agreement or any related documents including those incorporated herein by reference.

Furthermore, the Recipient agrees and consents that Microsoft and GRIP I.T. may send direct communications to the Recipient related to the terms of this Agreement or any documents incorporated herein by reference or the operation or delivery of the Services.

14. THIRD PARTY SUPPLIER TERMINATION

In the event a Third Party Supplier of one or more Services terminates the applicable supplier agreement, in whole or in part, including with respect to individual Services, GRIP I.T. may terminate this Agreement in its entirety or in part, including termination of only those Services provided under the terminated Third Party Supplier agreement without any further obligation. Following termination of this Agreement pursuant to this Section 14 GRIP I.T. may terminate End User Licence Agreements, in whole or in Part, to the extent they are affected by termination of the Third Party Supplier agreement, including with respect to individual Services.

15. MISCELLANEOUS

15.1 Gender and Number

In this Agreement, unless there be something in the context inconsistent therewith, words importing the singular include the plural and vice versa, and words importing gender include all genders.

15.2 Computation of Delays

In computing any delay under this Agreement, the first day of the delay is not included, but the last day is; in addition, any day that is not a Business Day is counted. However, if the last day of the delay is a day that is not a Business Day, the delay is extended to the next succeeding day which is a Business Day.

15.3 Default by the lapse of time

The mere lapse of time in the performance of the terms of this Agreement by any person shall have the effect of putting such person in default, in accordance with the provisions of the Civil Code.

15.4 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. This Agreement is intended to supersede, replace or cancel all other prior agreement or understanding between GRIP I.T. and the Recipient.

15.5 Language

The Recipient has chosen that this Agreement be drafted in English. *Le client a choisi que cette entente soit rédigée en anglais.*

IN WITNESS OF WHEREOF, BY CLICKING "I AGREE", the Parties hereto, through their duly authorised representatives, have executed this Agreement.

Microsoft | Volume Licensing

END USER LICENSE TERMS

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13. LIABILITY FOR BREACH.

In addition to any liability you may have to Customer, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.