

SHERWEB RESELLER MASTER SERVICE AGREEMENT

PLEASE READ VERY CAREFULLY THESE TERMS AND CONDITIONS BEFORE USING SHERWEB'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.

BY CLICKING "I AGREE", ORDERING OR USING SHERWEB'S SOFTWARE SERVICES, YOU, THE RESELLER, AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS MASTER SERVICE AGREEMENT, THE ATTACHED SCHEDULE A (MICROSOFT VOLUME LICENSING / END USER LICENSE TERMS), SHERWEB'S ACCEPTABLE USE POLICY, SHERWEB'S SERVICE LEVEL AGREEMENT (THE "SERVICE LEVEL AGREEMENT" OR "SLA"), SHERWEB'S PRIVACY POLICY AND SHERWEB'S NO-SPAM POLICY, EACH OF WHICH HAVE BEEN READ AND ACCEPTED BY YOU, THE RESELLER, DURING THE REGISTRATION PROCESS AND MAY BE FOUND AT:

[HTTP://WWW.SHERWEB.COM/LEGAL](http://www.sherweb.com/legal)

(collectively the "Agreement")

THIS AGREEMENT is by and between SHERWEB inc., with offices at 740 Galt West, Suite 10, Sherbrooke, QC, Canada J1H 1Z3 ("SherWeb"), and the recipient and payor of Software Services hereunder as identified as part of the subscription process for SherWeb Software Services ("Reseller"). Each of Sherweb and Reseller referred to as a "Party" and collectively as "Parties" under this Agreement.

BACKGROUND:

- A. SherWeb offers certain hosted products including hosted Microsoft Exchange, Web Hosting, SharePoint Hosting, Online Backup and Hosted CRM provided by Sherweb and third party suppliers, as well as a proprietary control panel to permit reseller and its End Users to monitor and control use of SherWeb products (collectively the "**Software Services**").
- B. Reseller desires, and SherWeb is willing to grant Reseller, a right to resell the Software Services as white labelled applications to its customers in accordance with this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Definitions

Whenever used in this Agreement, the following capitalized terms shall have the respective meaning specified below:

- (a) “**Claims**” means any claim, demand, action, suit, cause of action, assessment or reassessment, charge, judgment, debt, liability, expense, cost, damage or loss, direct or indirect, contingent or otherwise, including loss of value, reasonable professional fees, including fees of legal counsel on a solicitor-and-End User basis, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing.
- (b) “**Confidential Information**” means all non-public technical information and business information, programming, software code, trade secrets, marketing strategies, software, documentation, customer data, financial information and any other information which in the circumstances of its disclosure could reasonably be viewed as confidential. Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the Receiving Party; (b) was in the Receiving Party’s lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party; (c) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or (d) is independently developed by the Receiving Party, provided that the foregoing shall not be deemed to permit use or disclosure of information in breach of applicable law. Each Party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by it or its employees, mandataries or agents in violation of the terms of this Agreement or applicable law.
- (c) “**End User**” means an individual or legal entity that obtains the Software Services from the Reseller.
- (d) “**End User Licence Agreements**” or “**EULAs**” means the applicable licence agreements with SherWeb and Third Party Suppliers governing use of the Software Services, which are provided by SherWeb, appear upon first use of each Product, or are otherwise made accessible by web link or otherwise to the End User, including the MICROSOFT VOLUME LICENSING / END USER LICENSE TERMS in Schedule A and other EULAs that have been read and accepted during the registration process.
- (e) “**Includes**” and “**including**” mean “including (or includes) without limitation”.
- (f) “**Intellectual Property Rights**” means all rights protectable by copyright, trademark, patent, industrial design or trade secret and other intellectual property rights under any law including common law.
- (g) “**Person**” means an individual, corporation, company, cooperative, partnership, trust, unincorporated association, entity with juridical personality or governmental

authority or body, and pronouns that refer to a Person shall have a similarly extended meaning..

- (h) “**Products**” means any software products of SherWeb or third party providers made available through the Software Services.
- (i) “**Third Party Suppliers**” means third party suppliers of Products included in the Software Services, including, without limitation, Microsoft Corporation and its affiliates.

2. Grant

Subject to Reseller’s compliance with the terms and conditions of this Agreement, SherWeb hereby appoints Reseller, and Reseller hereby accepts such appointment, as a non-exclusive reseller of the Software Services as provided by SherWeb. The foregoing grant is subject to the following conditions:

- (a) The Software Services shall be made available only to End Users;
- (b) The Reseller shall ensure that each End User enters into the applicable End User Licence Agreements with the SherWeb and Third Party Suppliers prior to the Reseller providing any access to the Software Services and prior to any use of the Software Services by the End User; and
- (c) Reseller shall pay SherWeb the amounts set out in Schedule B for each End User who is licensed to use the Software during the term of any such licence.

3. White Labelling

Reseller may provide the Software Services to End Users through a web portal or online market place with Reseller’s branding, provided that Reseller shall be wholly responsible for any trade-marks used for such branding including any claims of infringement of any third party’s trade-marks. Reseller shall not alter, obscure or remove any branding or trade-marks of Third Party Suppliers of the Products, including Microsoft branding and trade-marks, which display during access or use of the Products through the Software Services.

4. Restrictions

Except as permitted in Section 2 and Section 3, Reseller shall not sell, license, publish, display, distribute, or otherwise transfer or make available to a third party the Software Services. Reseller shall not distribute or make the Software Services available through another reseller. Reseller shall not attempt to alter, translate, adapt or modify the Software Services or the Products, in any manner whatsoever nor shall it disassemble, decompile or in any way Reseller’s reverse engineer the Software Services or the Products , in any manner whatsoever.

5. Trade-mark Use

- (a) *Use and Ownership of Marks.* Each Party recognizes SherWeb’s, Third Party Suppliers’ and Reseller’s ownership and title to their respective trade-marks,

service marks and trade names whether or not registered (collectively, “**Marks**”). Reseller may be provided a limited right to use Marks of Third Party Suppliers (“**Supplier Marks**”) in connection with promotion and distribution of the Software Services and Products. Except for these limited rights, Reseller may not use Supplier Marks in advertising, promotion, and publicity without the express written consent of SherWeb or the Third Party Suppliers, respectively.

- (b) *Marks Guidelines.* Any consent to use Supplier Marks will be conditioned upon compliance with the most current guidelines for use of Supplier Marks provided by the owner of such Supplier Marks. Upon request by the Reseller, Sherweb shall provide or direct the Reseller to the use guidelines for the Supplier Marks. Any unauthorized modification to Supplier Marks is expressly prohibited.
- (c) *Domain Locations.* Each of SherWeb and Reseller shall maintain ownership and administration of the addresses on the World Wide Web (“**Domain Locations**”) that have been registered on its behalf and neither Party may establish any Domain Locations on behalf of another without its consent.

6. Fees and Taxes

- (a) In consideration for the rights granted by SherWeb under this Agreement, beginning on the Effective Date, Reseller shall pay to SherWeb fees as set out in Schedule B. Amount payable for each End User using the [Software Services](#) shall be payable beginning on the date on which the End User registers for a Software Services. Monthly payments shall be due the first day of each month in advance. Any payments for partial months shall be provided accordingly.
- (b) Reseller shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added or other taxes, federal, state, provincial or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement.

7. Ownership

Reseller and SherWeb agree that SherWeb and the Third Party Suppliers own all proprietary rights, including patent, copyright, trade secret, trade-mark and other proprietary rights, in and to the Products and the Software Services. Nothing in this Agreement grants the Reseller any ownership right in the Products or the Software Services.

8. Confidentiality

- (a) A Party receiving Confidential Information (the “**Receiving Party**”) shall maintain the confidentiality of all Confidential Information of the Party disclosing the Confidential Information (the “**Disclosing Party**”) and shall not release, disclose, divulge, sell or distribute any Confidential Information, without the prior written consent of the Disclosing Party. The Receiving Party may only use and copy the Disclosing Party’s Confidential Information as is necessary to carry out its activities contemplated by this Agreement and for no other purpose. The

Receiving Party may disclose the Disclosing Party's Confidential Information to its employees on a "need to know basis", provided that it shall first instruct such employees to maintain the confidentiality thereof. Reseller may disclose Confidential Information to End Users to the extent necessary to carry out the intent of this Agreement, but such End Users shall have entered into an End User Licence Agreement. SherWeb may disclose Confidential Information to Third Party Suppliers to the extent necessary for the provision of the Products provided by such Third Party Supplier and compliance with its agreements with such Third Party Suppliers.

- (b) Disclosure of Confidential Information shall be permitted if such Confidential Information is required to be disclosed by law or by any rule, regulation or order of a person having jurisdiction or pursuant to a final order or judgment of a court of competent jurisdiction, and in such case the Parties will cooperate with one another to attempt, if possible, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded to such Confidential Information prior to disclosing such Confidential Information.
- (c) The Parties acknowledge and agree that any breach of the terms of this Section 8 will cause irreparable harm and damage to the aggrieved Party. The Parties further agree that each Party shall be entitled to injunctive relief to prevent breaches of this Section 8, and to specifically enforce the terms and provisions of this Section 8, in addition to any other remedy to which such Party may be entitled, at law or in equity.

9. End User Data

Reseller shall be responsible for and shall follow good industry practices for safeguarding, maintaining confidentiality of data of End Users and shall comply with all applicable data protection and privacy laws with respect to any data of End Users. Although Reseller may have access to data of End Users using the Software Services, it shall do so only to the extent necessary to carry out its responsibilities under this Agreement and for no other purpose. Nothing in this Agreement permits the Reseller and the Reseller shall not disclose or distribute any data of End Users obtained through activities under this Agreement.

10. Support

- (a) The Reseller shall be responsible for providing the first tier of support to End-Users. SherWeb shall make available to Reseller its then current standard technical, technical support, marketing support and other services related to the Software. All such services shall be made available in accordance with and shall be subject to SherWeb's then current standard terms and conditions applicable to the services. SherWeb'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.

- (b) Each technical support request from the Reseller shall include the following information:

Reseller Support name :

Title of the issue:

Date and time that the issue occurred:

Detailed description of the issue;

Error messages (if applicable):

Screenshots or any other visual element that could help solve the issue:

11. DISCLAIMER OF WARRANTIES

SHERWEB MAKES NO REPRESENTATIONS OR WARRANTIES OR CONDITIONS OF ANY KIND CONCERNING THE SOFTWARE SERVICE, THE PRODUCTS OR THEIR USE, ACCURACY, FUNCTION OR OWNERSHIP AND SHALL NOT BE LIABLE IN ANY MANNER FOR ANY REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND WHETHER EXPRESS OR IMPLIED OR COLLATERAL OR WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE SOFTWARE WILL BE ERROR FREE. RESELLER ACKNOWLEDGES THAT PORTIONS OF THE SOFTWARE SERVICES AND PRODUCTS ARE PROVIDED BY THIRD PARTY SUPPLIERS WHOSE PERFORMANCE IS NOT WARRANTED OR GUARANTEED BY SHERWEB.

RESELLER SHALL NOT BE AUTHORIZED TO MAKE ANY WARRANTY, GUARANTEE, REPRESENTATION OR CONDITION, WHETHER WRITTEN OR ORAL, ON BEHALF OF SHERWEB. RESELLER SHALL BE SOLELY RESPONSIBLE FOR ANY WARRANTIES FOR THE SOFTWARE GIVEN BY RESELLER.

12. Indemnities

- (a) SherWeb shall indemnify and hold harmless the Reseller, its employees, officers, directors, mandataries and agents from and against any and all Claims brought by a third party arising out of or in connection with infringement or alleged infringement of the Intellectual Property Rights of such third party due to the distribution of the Software Services under this Agreement. If the Software Services become or are likely to become the subject of an infringement claim or action, SherWeb may at its sole discretion:
- (i) procure, at no cost to the Reseller, the right to continue distributing and using Software Services;
 - (ii) replace or modify the Software Services so that they become non-infringing; or
 - (iii) withdraw the Software Services and terminate any End User Licence Agreement without further obligation.

- (b) Except for matters subject to the indemnity referred to in Section 12(a), Reseller shall indemnify and hold harmless SherWeb and the Third Party Suppliers from any Claims arising from its distribution of the Software Services hereunder.

13. No Consequential Damages; Limitation of Liability

In no event shall SherWeb be liable for any incidental, consequential, indirect, special, punitive or exemplary damages, or damages for loss of profits or revenues, business information or other pecuniary loss, arising under or in connection with this agreement and even if advised of the possibility of such damages. The foregoing disclaimer of liability shall apply regardless of whether such liability is based on breach of contract, contractual or extra-contractual liability, tort (including without limitation negligence), strict liability, breach of a fundamental term, fundamental breach, or otherwise. In no event shall SherWeb's liability under this Agreement exceed the amount paid, under this Agreement by Reseller in the 12 month period immediately preceding the event giving rise to the Claim. Notwithstanding the foregoing, the foregoing disclaimer and limitation of liability shall not apply to the breach of the confidentiality obligations set out Section 8 or SherWeb's obligations to indemnify pursuant to Section 12(a).

14. Term and Termination

- (a) This Agreement shall be effective as of the Effective Date and will continue in full force and effect for a period of 3 years from the Effective Date (the “**Initial Term**”), unless earlier terminated in accordance with Sections 14(b) or 14(c). This Agreement will automatically be renewed at the same terms and conditions for additional periods of 1 year each (each an “**Additional Term**”) and, together with the Initial Term, the “**Term**”) unless a Party provides to the other Party a written notice of termination not less than ninety (90) days prior to the end of the Initial Term or any Additional Term.
- (b) *Termination.* Each Party shall have the right to terminate this Agreement and the licence granted herein upon delivery of a written notice of intent to terminate this Agreement (“**Notice of Intent to Terminate**”) on the occurrence the following events:
 - (i) Any time after the expiry of the first 6 month period of the Term, if Reseller does not maintain End User Agreements with at least 250 End Users for use of the Software Services, then Sherweb may terminate this Agreement, 30 days after delivery of a Notice of Intent to Terminate.
 - (ii) In the event the other Party is in material default of its obligations under this Agreement (an “**Event of Default**”), which remains uncured for 30 days (or 15 days, if the Event of Default is a failure by Reseller to make any payment to SherWeb when due under this Agreement), the Party may at any time terminate this Agreement following delivery of a Notice of Intent to Terminate.
 - (iii) In the event the other Party (A) terminates or suspends its business, (B) becomes subject to any bankruptcy or insolvency proceeding under

federal, state or provincial statute, (C) becomes insolvent or subject to direct control by a trustee, receiver or similar authority, or (D) has wound up or liquidated, voluntarily or otherwise.

This agreement shall not be terminated by the Reseller prior to the expiry of its Term or Additional Term, as the case may be, otherwise then in accordance with subparagraphs 14(b) (ii) and (iii) hereinabove.

- (c) In the event a Third Party Suppliers of one or more Products terminates the applicable supplier agreement, in whole or in part, SherWeb may terminate the Agreement in its entirety or in part, including termination of only those Software Services provided under the terminated third party supplier agreement without any further obligation. Following termination of this Agreement pursuant to this Section 14(c) Sherweb may terminate End User Licence Agreements to the extent they are affected by termination of the third-party supplier agreement.
- (d) *Terms Following Termination.* Upon termination of this Agreement or Software Services, Reseller shall promptly remove references to the Software Services from its web portal or marketplace. If Sherweb terminates this Agreement pursuant to Section 14(b), then:
 - (i) Sherweb shall have no obligations to Reseller, for payment or otherwise, with respect to any End Users to which Reseller has provided the Software Services under this Agreement;
 - (ii) Reseller acknowledges that SherWeb may continue to provide Software Services to such End Users through an alternative connection in lieu of the Reseller's web portal or marketplace; and
 - (iii) Reseller shall assist and co-operate with SherWeb to ensure continuity of service to such End Users, including by facilitating communication with the End Users.
- (e) *Other Relief.* Any termination of this Agreement shall be without prejudice to any other rights (including any right of indemnity), remedy or relief vested in or to which the terminating Party may otherwise be entitled against the other Party.

15. Miscellaneous

- (a) *Media Releases.* Except for any announcement intended solely for internal distribution by either Party or any disclosure required by legal, accounting, or regulatory requirements, all media releases, public announcements, or public disclosures, including but not limited to promotional or marketing material, by either Party or its employees, mandataries or agents which includes references to the other Party or the Marks of the other Party shall be coordinated with and approved in writing by the such person prior to the release thereof.

- (b) *Independent Contractors.* The Parties are independent contractors under this Agreement and nothing in this Agreement shall be construed to create any partnership, joint venture, employment or agency relationship whatsoever as between SherWeb and Reseller and Reseller shall not, by reason of any provision herein contained, be deemed to be the partner, mandatary, agent or legal representative of SherWeb nor to have the ability, right or authority to assume or create, in writing or otherwise, any obligation of any kind, express or implied, in the name of or on behalf of SherWeb.
- (c) *Entire Agreement.* This Agreement and the schedules attached hereto collectively constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions with respect to the subject matter hereof whether oral or written. This Agreement may only be amended, modified or supplemented by a written agreement signed by both of the Parties.
- (d) *Applicable Law and Venue.* This Agreement shall be governed and construed in accordance with the laws of the Province of Québec and the laws of Canada applicable in Québec. The Parties intend and agree that the law of the province of Québec and Canada shall apply despite any choice-of-law statute, rule, or precedent that would apply the law of any other jurisdiction. The Parties hereby attorn to the exclusive jurisdiction of the federal and provincial courts sitting in Montreal, Québec.
- (e) *Non-Waiver.* No waiver of any of the provisions of this Agreement is binding unless it is in writing and signed by the Party entitled to grant the waiver. The failure of either Party to exercise any right, power or option given hereunder or to insist upon the strict compliance with the terms and conditions hereof by the other Party shall not constitute a waiver of the terms and conditions of this Agreement with respect to that or any other or subsequent breach thereof nor a waiver by either Party of its rights at any time thereafter to require strict compliance with all terms and conditions hereof including the terms or conditions with respect to which the other Party has failed to exercise such right, power or option.
- (f) *Force Majeure.* Neither Party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of nature, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications, or any act or failure to act by the other Party or such other Party's employees, mandataries, agents or contractors; provided, however, that lack of funds shall not be deemed to be a reason beyond a Party's reasonable control. The Parties will promptly inform and consult with each other as to any of the above causes which in their judgement may or could be the cause of a delay in the performance of this Agreement.
- (g) *Successors and Assigns.* Reseller may not assign this Agreement without the prior written consent of SherWeb. This Agreement shall enure to the benefit of

and be binding upon SherWeb and Reseller and their respective legal successors and permitted assigns.

- (h) *Survival.* All obligations of SherWeb and Reseller which expressly or by their nature survive expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding such expiration or termination and until they are satisfied or by their nature expire.
- (i) *Notice.* All notices sent by the Reseller to Sherweb shall be sent by e-mail to billing@sherweb.com. Notices sent by Sherweb to the Reseller shall be sent at the e-mail address supplied by the Reseller during the registration process. Either Party may change its address of notification by notifying the other Party in accordance with the foregoing.
- (j) *Cumulative Rights.* The rights of each Party hereunder are cumulative and no exercise or enforcement by a Party of any right or remedy hereunder shall preclude the exercise or enforcement by such Party of any other right or remedy hereunder or which such Party is otherwise entitled by law to enforce.
- (k) *Additional Remedies.* Reseller acknowledges that an act of Reseller in violation of SherWeb's rights in the Software may cause irreparable damage to SherWeb, for which money damages may not be an adequate remedy. Accordingly, if Reseller acts, fails to act, or attempts to act in violation of SherWeb's rights in the Software, then in addition to all SherWeb's other rights and remedies under this Agreement, SherWeb shall have the right to apply for interlocutory and permanent injunctive relief seeking to enjoin such action or failure to act.
- (l) *Further Assurances.* The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- (m) *Severability.* If in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provision hereof and without affecting the validity or enforceability of such provision in any other jurisdiction or its application to other Parties or circumstances.
- (n) *Export.* The Parties acknowledges that the Software Services and the Products may be subject to export and re-export restrictions under the United States and Canadian export control laws and thus may not be exported or re-exported except in compliance with such laws.
- (o) *Language.* The Parties have requested that this Agreement, together with any schedule, notice or other related document, be drawn up in the English language only. *Les parties ont demandé que la présente entente, ainsi que toute annexe, avis ou documents y afférent, soient rédigés en anglais seulement.*

- (p) *Entire Agreement.* This Agreement constitutes the entire agreement for providing Software Services to the Reseller and supersedes all other prior agreements and understandings, both written and oral, between the Reseller and SherWeb with respect to the Software Services.
- (q) *Third Parties.* The Reseller and Sherweb understand and convene to include, as the sole third party beneficiaries of this Agreement, SherWeb's software vendors, with all rights and remedies available against the Reseller as if such vendors were a party to this Agreement.
- (r) *Signing.* This Agreement shall be accepted by the Reseller by clicking on the "I AGREE" button during the registration process and shall then be binding for the Parties. By clicking on the "I AGREE" button, the Reseller acknowledges having read the entire Agreement with all of its Schedules and related documents. Parties Acknowledge that a printed version of the present Agreement may be used to adduce proof of the present Agreement.

SCHEDULE A

**END USER LICENSE TERMS****TERMS AND CONDITIONS REGARDING USE OF MICROSOFT SOFTWARE**

This document governs the use of Microsoft software, which may include associated media, printed materials, and "online" or electronic documentation (individually and collectively, "Licensed Products") provided by SherWeb inc. (hereinafter referred to as "Customer"). Customer does not own the Licensed Products and the use thereof is subject to certain rights and limitations of which Customer must inform you. Your right to use the Licensed Products is subject to the terms of your agreement with Customer, and to your understanding of, compliance with, and consent to the following terms and conditions, which Customer does not have authority to vary, alter, or amend.

1. DEFINITIONS.

"Client Software" means software that allows a Device to access or utilize the services or functionality provided by the Server Software.

"Device" means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, "smart phone," server or other electronic device.

"Server Software" means software that provides services or functionality on a computer acting as a server.

"Software Documentation" means any end user document included with server software.

"Redistribution Software" means the software described in Paragraph 4 ("Use of Redistribution Software") below.

2. OWNERSHIP OF LICENSED PRODUCTS.

The Licensed Products are licensed to Customer from an affiliate of the Microsoft Corporation (collectively "Microsoft"). All title and intellectual property rights in and to the Licensed Products (and the constituent elements thereof, including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the Licensed Products) are owned by Microsoft or its suppliers. The Licensed Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the Licensed Products does not transfer any ownership of the Licensed Products or any intellectual property rights to you.

3. USE OF CLIENT SOFTWARE.

You may use the Client Software installed on your Devices by Customer only in accordance with the instructions, and only in connection with the services, provided to you by Customer. The terms of this document permanently and irrevocably supersede the terms of any Microsoft End User License Agreement that may be presented in electronic form during your use of the Client Software.

4. USE OF REDISTRIBUTION SOFTWARE.

In connection with the services provided to you by Customer, you may have access to certain "sample," "redistributable" and/or software development ("SDK") software code and tools (individually and collectively "Redistribution Software"). **YOU MAY NOT USE, MODIFY, COPY, AND/OR DISTRIBUTE ANY REDISTRIBUTION SOFTWARE UNLESS YOU EXPRESSLY AGREE TO AND COMPLY WITH CERTAIN ADDITIONAL TERMS CONTAINED IN THE SERVICES PROVIDER USE RIGHTS ("SPUR") APPLICABLE TO CUSTOMER, WHICH TERMS MUST BE PROVIDED TO YOU BY CUSTOMER.** Microsoft does not permit you to use any Redistribution Software unless you expressly agree to and comply with such additional terms, as provided to you by Customer.

5. COPIES.

You may not make any copies of the Licensed Products; provided, however, that you may (a) make one copy of Client Software on your Device as expressly authorized by Customer; and (b) you may make copies of certain Redistribution Software in accordance with Paragraph 4 (Use of Redistribution Software). You must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of

your agreement with Customer, upon notice from Customer or upon transfer of your Device to another person or entity, whichever occurs first. You may not copy any printed materials accompanying the Licensed Products.

6. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY.

You may not reverse engineer, decompile, or disassemble the Licensed Products, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.

7. NO RENTAL.

You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Licensed Products to any third party, and may not permit any third party to have access to and/or use the functionality of the Licensed Products except for the sole purpose of accessing the functionality of the Licensed Products in the form of software services in accordance with the terms of this agreement and any agreement between you and Customer.

8. TERMINATION.

Without prejudice to any other rights, Customer may terminate your rights to use the Licensed Products if you fail to comply with these terms and conditions. In the event of termination or cancellation of your agreement with Customer or Customer's agreement with Microsoft under which the Licensed Products are licensed, you must stop using and/or accessing the Licensed Products, and destroy all copies of the Licensed Products and all of its component parts.

9. NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT. ANY WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES, IF ANY, ARE PROVIDED SOLELY BY CUSTOMER AND NOT BY MICROSOFT, ITS AFFILIATES OR SUBSIDIARIES.**10. PRODUCT SUPPORT.**

Any support for the Licensed Products is provided to you by Customer and is not provided by Microsoft, its affiliates or subsidiaries.

11. NOT FAULT TOLERANT.

THE LICENSED PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE LICENSED PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.

12. EXPORT RESTRICTIONS.

The Licensed Products are of U.S. origin for purposes of U.S. export control laws. You agree to comply with all applicable international and U.S. laws that apply to the Licensed Products, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by the U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.

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.

SCHEDULE B

Refer to the latest published price sheet by SherWeb.