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.

PLEASE NOTE THAT SHERWEB SERVICES ARE STRICTLY RESERVED AND PROVIDED TO BUSINESSES AND ARE NOT FOR CONSUMERS. In the present Agreement, the recipient and payor of services act as business or merchant, and are buying services for business purpose only. If you are a consumer or are not buying SherWeb services for business purposes, please close your browser and not proceed with ordering or using the services.

THIS AGREEMENT is by and between:

SHERWEB INC., with offices at 95 Jacques-Cartier S. Blvd, Suite 400, Sherbrooke, Québec, Canada. J1J 2Z3 (hereinafter "**SherWeb**"); and

the recipient and payor of Services hereunder as identified as part of the subscription process for SherWeb Services (hereinafter "**Recipient**");

THEREFORE' THE PARTIES HERETO AGREE AS FALLOWS:

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 SherWeb**" means a business offering to third parties services similar to the Services offered by SherWeb;

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

"**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 SherWeb to the Recipient, such as *SharePoint*, *Web Hosting*, *Virtual Private Server*, *Exchange Hosting*, *CRM, Secure Messaging* and other services SherWeb may offer from time to time, as ordered by the Recipient and further described in Sherweb's Service Level Agreement;

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

"**SherWeb Intellectual Property Assets**" means SherWeb's patents, trademarks, copyrights, trade secrets and any such rights of SherWeb arising for a licence from a third party

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

2. INCORPORATED TERMS AND CONDITIONS

The following documents can be found at HTTP://WWW.SHERWEB.COM/LEGAL; these documents are incorporated by reference herein and form an integral part hereof:

Documents	*Order of precedence*
This Master Service Agreement	1
For Services incorporating Microsoft's software(s): MICROSOFT END-USER LICENCE TERMS	2
Recipient's Service plan (as can be found in the *Account Manager)*	3
SHERWEB'S SERVICE LEVEL AGREEMENT	4
SHERWEB'S ACCEPTABLE USE POLICY	5
SHERWEB'S NO-SPAM POLICY	6
SHERWEB'S PRIVACY POLICY	7

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.

3. PROVISION OF SERVICES

SherWeb agrees to provide to the Recipient such Services as order and paid for by the Recipient in accordance with and subject to the compliance with the 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 *Account Manager* of SherWeb at: HTTP://WWW.SHERWEB.COM/CUSTOMER-LOGIN 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.

4. LAWFUL USE OF THE SERVICES

The Recipient agrees to use all Services provided to him hereunder only for the Recipient's lawful, appropriate, and permitted internal purposes hereunder. In no event may the Recipient resell the Services.

In addition, the Recipient may not use the Services if he/she/it is a Competitor of SherWeb.

In the event that the Recipient's use of the Services violates any applicable law or regulation, or otherwise violates this section, SherWeb 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) days period beginning at the end of the Initial Term and each subsequent thirty (30) days 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) months period beginning at the end of the Initial Term and each subsequent twelve (12) months 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 SherWeb's registration process. "**Renewal Terms**" for defined term plan are defined as the twelve (12) months period beginning at the end of the Initial Term and each subsequent twelve (12) months 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 SherWeb.

5.2 Termination 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, SherWeb 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, SherWeb may charge the Recipient a fee of $15.00 to proceed with the termination.

   2) If the Recipient terminates its account for convenience prior to the end of the Term, SherWeb 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 remained 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, SherWeb 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 SherWeb without cause

SherWeb 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 sixty (60) 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, SherWeb shall refund or not charge the Recipient the monthly fees for the month in which Services terminate.

b. Prepaid Yearly Term. If SherWeb terminates a prepaid yearly term Agreement for convenience 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) more 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 SherWeb's entire aggregate liability for SherWeb's early termination of the Agreement without cause.

c. <u>Defined Term Plan</u>. If SherWeb terminates a defined term plan Agreement for convenience prior to the end of the then current Term, SherWeb shall refund or not charge the Recipient the fees attributable to the remaining unused months of the current Term.

5.4 <u>Termination for Cause</u>

a. <u>By the Recipient</u>. To terminate its account for SherWeb's material breach of the terms or conditions of this Agreement, the Recipient shall provide to SherWeb's legal department in writing, in accordance to section 13.12 hereunder, the details of SherWeb's material breach and allow SherWeb thirty (30) days to cure any such violation prior to termination of this Agreement. The Recipient may only terminate this Agreement if SherWeb fails to cure the alleged material breach within such thirty (30) days delay.

b. <u>By Sherweb.</u> SherWeb 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 Sherweb's servers in breach of section 8.3 hereunder, or upon material breach of the SherWeb's Acceptable Use Policy or SherWeb 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, SherWeb shall not refund any paid fees. Termination for cause will not cancel or waive any fees owed to SherWeb as per this Agreement.

5.5 <u>Following Termination</u>

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

It shall be the Recipient exclusive responsibility to secure all necessary data from its account, prior to the expiry of this 30 days period after termination.

6. FEES, BILLING, TAXES, CHARGES

6.1 <u>Fees</u>

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 SherWeb's right to increase these fees at any time upon thirty (30) days written notice to the Recipient in accordance with section 13.7 hereunder.

6.2 <u>Billing and Payment Arrangements</u>

a. SherWeb 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 refunds 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 **Account Manager** of SherWeb at HTTP://WWW.SHERWEB.COM/CUSTOMER-LOGIN using the Recipient administrative contact's login information.

6.3 <u>Payment by Credit Card</u>

c. For payment by credit card, SherWeb shall not provide an invoice to the Recipient. The Recipient may view and print an invoice for its account using the Account Manager. At the beginning of each term, SherWeb will apply the current monthly charges to the Recipient's credit card, the number of which he entered in the Account Manager.

d. It is the Recipient's responsibility to keep its credit card information up-to-date. In the event charges to its credit card fail, SherWeb shall email a warning to its account billing contact. If, after fifteen (15) days, SherWeb is unable to bill the Recipient's credit card, SherWeb 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, SherWeb shall have the right to immediately terminate this Agreement and delete all of the Recipient's data.

6.4 <u>Payment by Check</u>

a. For payment by check, SherWeb 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 Account Manager. Payment by check must be received within fifteen (15) days after the issuing of the invoice.

e. 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.

f. In the event the Recipient fails to make timely payment for any reason by the fifteen (15th) calendar day following issuance of the invoice, SherWeb 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, SherWeb shall have the right, without limitation, to immediately terminate this Agreement and delete all of the Recipient's data.

d. In the event that SherWeb does not receive payment by the fifteenth (15th) calendar day following issuance of the invoice, SherWeb 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 check, the Recipient may be required to pay via Cashier's Check or money order for any subsequent payment, at SherWeb'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 SherWeb customers. In the event the Recipient's usage exceeds the limits for the account or SherWeb has reasons to believe that Recipient's usage will disrupt the activities of other SherWeb customers, the Recipient agrees that SherWeb 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 SherWeb'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. SherWeb shall however collect the Recipient for 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 SherWeb 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

SherWeb may upgrade software on "Beta" programs when and as SherWeb deems necessary in its sole discretion. Without limitation, SherWeb 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

SherWeb has the right to terminate any "Beta" program or plan at any time without cause or notice. SherWeb may convert the "Beta" servers to a SherWeb Services plan selected at SherWeb's sole discretion. To discontinue the account and avoid incurring increased charges under selected SherWeb Service plan, the Recipient must terminate the account in accordance with the termination provisions in Section 3 of this Agreement.

8. MATERIAL, DATA, SOFTWARE, OR PRODUCTS

8.1 Server Ready

Any material, data, software or products the Recipient provides to SherWeb in connection with SherWeb 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 SherWeb. SherWeb may reject any data, software or products from the Recipient which, in SherWeb's reasonable opinion, is not server-ready.

8.2 Rejection

SherWeb may, in its sole discretion, reject or delete material, data, software or products that the Recipient have placed, attempted to place, or have requested be placed on SherWeb's servers. SherWeb 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 SherWeb.

8.3 <u>Malicious Code</u>

Any material, data, software or products placed on SherWeb'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 SherWeb's servers shall be a material breach of this Agreement.

9.   LIMITED WARRANTY AND LIABILITY

9.1 <u>Warranty</u>

a. THE PRODUCTS ARE SOLD AND/OR PROVIDED HEREUNDER WITH THE MANUFACTURER'S WARRANTY. SHERWEB 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 SHERWEB, WRITTEN OR ORAL, EXPRESS OR IMPLIED.

c. THE RECIPIENT IS THE SOLE MASTER OF THE USE MADE OF THE SERVICES AND PRODUCTS SOLD OR PROVIDED HEREIN. SHERWEB 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 SHERWEB SUCH REQUIREMENTS AND NEEDS.

d. SHERWEB 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 <u>Liability</u>

To the maximum extent permitted by applicable law, and notwithstanding anything contrary in this agreement, the Recipient agrees that SherWeb'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 SherWeb by the Recipient under this Agreement.

The Recipient acknowledges and agrees that the Recipient's recourses and remedies, SherWeb's liability and its vendors and licensor's liability are further limited for specific Services by the SERVICE LEVEL AGREEMENT and MICROSOFT END-USER LICENCE TERMS.

9.3 **Content of the Information and Data**

The Recipient is fully responsible for the content of the information and data passing through SherWeb's network or using the Services and for all activities that the Recipient conducts with the assistance of the Services.

10. SHERWEB'S INTELLECTUAL PROPERTY

10.1 **Rights to SherWeb's Intellectual Property**

Except for rights expressly granted herein, this Agreement does not transfer any intellectual or other property or proprietary right on the SherWeb 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 SherWeb and its vendors and licensors. These products and Services are only for the Recipient's use in connection with the Services.

10.2 **Information from the Recipient**

The Recipient hereby represents and warrants to SherWeb that he 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 SherWeb 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. SherWeb makes no representations, warranties, or assurances that the Recipient's equipment will be compatible with SherWeb services.

12. INDEMNIFICATION

The Recipient shall indemnify, defend and hold harmless SherWeb (and its subsidiaries, affiliates, officers, employees, agents, partners, mandataries, vendors and licensors) of 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. MISCELLANEOUS

13.1 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.

13.2 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.

13.3 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.

13.4 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 SherWeb and the Recipient.

13.5 Excused performance

Except for monetary obligations, this Agreement and the Recipient's obligations hereunder shall not be affected or impaired because SherWeb is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of circumstances beyond SherWeb's control (including any and all labour disputes, strikes and lockouts, third parties, and failures of the Internet) and SherWeb's obligations under this Agreement shall be suspended and excused by any such events or circumstances.

13.6 Survival

Sections 9, 10, 12 and 13 of this Agreement Shall survive termination.

13.7 Modifications

SherWeb may, from time to time and at its sole discretion, update, amend, modify or supplement the terms and conditions of this Agreement, including the list of Services

offered, the price for such Services and the document incorporated herein by reference. Such modification shall be notified in writing to the Recipient's administrative contact. Such changes will only take effect upon express acceptance by the Recipient's administrative contact through the hyperlink included in the notice of the modifications.

Failure to accept such terms and convenience within a thirty (30) days period from the Recipient's reception of such modified terms and conditions shall be deemed a termination for convenience by the Recipient, which shall be effective thirty (30) days after receipt of the notice submitted the modified terms and conditions. SherWeb shall not be required to refund the Recipient fees already paid and the Recipient will be charged the entire month in which the effective termination date occurs. For plans that have a different billing cycle than monthly, 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. This refund shall be the Recipient's sole and exclusive remedy and SherWeb's entire aggregate liability for termination of the Agreement.

No other change shall be binding to the parties unless in writing and signed by authorized representatives of both parties.

13.8 Severability

Each of the provisions of this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction will not affect the validity or enforceability of any other provision thereof, subject to the provisions of Article 1438 of the Civil Code.

13.9 Waiver

No waiver of any provision of this Agreement shall be valid unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided. Any failure by any party hereto at any time to insist upon strict performance of any covenant contained in this Agreement shall not be deemed a waiver of its right at any time thereafter to insist upon strict performance thereof, or of any other covenant contained herein.

13.10 Assignment

Save as may be otherwise specifically provided herein, neither this Agreement nor any of the rights or obligations of a party hereto may be assigned in whole or in part. Assignments or transfers release SherWeb of all obligations created by this Agreement.

For a Recipient which is a legal person, any change in legal control or *de facto* control (in the meaning of these expressions under fiscal laws) of the Recipient will be deemed an assignment and therefore a material breach of this agreement.

13.11   Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, liquidators, administrators, successors and permitted assigns.

13.12   Notices

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be given:

when to SherWeb, at : **legal@sherweb.com** or via certified mail at the address appearing hereinabove;

when to the Recipient, at the e-mail address of the administrative contact provided by the Recipient.

13.13   Dispute Resolution

Any dispute, claim or controversy between the Recipient and SherWeb shall be submitted exclusively to the courts of the Province of Quebec.

13.14   Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein, without regards to any section pertaining to conflict of laws.

13.15   Language

This Agreement has been drafted in English at the express request of the parties. *La présente entente a été rédigée en anglais à la demande expresse des parties*.

_____

□ AGREE - By clicking here "I agree", the Recipient agree to be bound by all of the terms and conditions of the present Agreement and that all information above is correct

□ AGREE - By clicking here "I agree", the Recipient confirm that he has read all the terms and conditions of this Agreement, including the MICROSOFT END-USER LICENCE TERMS

□ AGREE - By clicking here "I agree", the Recipient confirm that he has read all the terms and conditions of this Agreement, including the SHERWEB'S SERVICE LEVEL AGREEMENT

□ AGREE - By clicking here "I agree", the Recipient confirm that he has read all the terms and conditions of this Agreement, including the SHERWEB'S ACCEPTABLE USE POLICY

□ AGREE - By clicking here "I agree", the Recipient confirm that he has read all the terms and conditions of this Agreement, including the SHERWEB'S NO-SPAM POLICY

□ AGREE - By clicking here "I agree", the Recipient confirm that he has read all the terms and conditions of this Agreement, including the SHERWEB'S PRIVACY POLICY

LAST MODIFIED: December 10, 2013

SherWeb

Microsoft | Volume Licensing

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.

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