

Master Service Agreement

Legal

THIS MASTER SERVICES AGREEMENT (“MSA”) governs the provision of computer infrastructure and related services (“Services”) by Netpros Inc. as ordered or accepted by You pursuant to the terms of this MSA, which includes the Terms of Services, Service Level Agreement, Privacy Agreement, Netpros Acceptable Use Policy and relevant appendices as amended from time and provided herein. BY CLICKING OR CHECKING THE BOX PRESENTED WITH THE MSA OR INSTALLING OR USING THE SERVICES, YOU AGREE THAT (1) YOU ACCEPT AND AGREE TO BE BOUND BY THE MSA IN ITS ENTIRETY, (AS AMENDED FROM TIME TO TIME AS PROVIDED HEREIN), (2) YOU HAVE THE LEGAL RIGHT AND AUTHORITY TO ENTER INTO THE MSA ON BEHALF OF THE INDIVIDUAL OR ENTITY FOR WHOM YOU ARE ACTING; AND (3) THIS MSA IS THE COMPLETE AGREEMENT PERTAINING TO THE SERVICES. IF YOU DO NOT AGREE TO BE BOUND BY THIS MSA, PLEASE DO NOT CLICK OR CHECK THE BOX PRESENTED WITH THE MSA OR INSTALL OR USE THE SERVICES.

Company Name: Netpros Inc.

By: _____

Name: _____

Title: _____

Company Name: _____

By: _____

Name: _____

Title: _____

Terms of Service (“TOS”)

1. DEFINITIONS.

“**Account Information**” means billing, contact, payment and other information defined as “Account Information”.

“**Affiliate**” means any legal entity that a party controls, that controls a party, or that is under common control with a party.

“**Anniversary Billing Date**” means the date of each month that is the Effective Date, unless the Anniversary Billing Date does not exist in a calendar month, in which case it will be the last date of that month (e.g., if the Anniversary Billing Date is the 31st, then in April, the Anniversary Billing Date will be April 30th).

“**AUP**” means the Acceptable Use Policy which is incorporated into this MSA or such other location as Netpros may designate from time to time.

“**Customer Content**” means all data, software and information created, uploaded or transferred in connection with the Services by You or on Your behalf, or by Your Customer End Users.

“**Customer End User**” means a third party or its Affiliate which is an end user of a Customer Offering.

“**Customer Offering**” means services created by You, based in whole or in part on the Services, which are used by authorized third parties.

“**Effective Date**” means the date on which You first install, order and/or begin using the Services.

“**Hourly Services**” means the Services that Netpros offers on an hourly basis.

“**Initial Term**” means the period commencing on the Effective Date until the first Anniversary Billing Date.

“**PII**” means information that can be used, alone or with other information, to directly or indirectly identify, contact, or locate a single person.

“**Privacy Agreement**” means the terms governing the use of PII, which is incorporated into this MSA or such other location as Netpros may designate from time to time.

“**Renewal Term**” means the period commencing after the last day of the Initial Term or a Renewal Term and extending until the next Anniversary Billing Date.

“**SLA**” means the Service Level Agreement which is incorporated into this MSA or such other location as Netpros may designate from time to time.

“**Site**” means www.netpros.ca (or such other location as Netpros may designate).

“**SLA Credits**” means the credits for applicable qualifying service downtime as described in the Service Level Agreement.

“**Third Party Services**” mean services which are provided by third parties directly to You. The definition of Services does not include Third Party Services.

“**TPS Agreements**” means agreements for Third Party Services. TPS Agreements are separate from the MSA. Netpros is not a party to TPS Agreements.

“**You**” means the individual or entity who agrees to the terms of the MSA, and/or who installs and uses the Services.

2. NETPROS' OBLIGATIONS.

2.1 Provision of Services. Netpros will provide the Services, subject to the terms of the Master Service Agreement. Netpros grants You a non-exclusive, non-transferable, non-sublicensable, revocable right to: (a) use and access the Services for internal purposes; and (b) use the Services to create, offer and provide Customer Offerings. Netpros retains the right to reject a request for Services. Netpros may change, discontinue, add, modify, re-price or remove features or functionality from the Services upon notice to You provided through email. It is Your responsibility to review emails for such notices on a frequent basis. If You continue to use the Services following any such modification, You will be deemed to have accepted such modification.

3. USE OF AND ACCESS TO THE SERVICES.

3.1 Ordering and Modification of Services. You may order Services through email, or as otherwise designated by Netpros, and Netpros will give You notice of acceptance of Your order through email. Netpros requires notice of any downgrade or cancellation of Services a minimum of 48 hours prior to the Anniversary Billing Date. Notice must be provided by way of email that specifies the Services to be cancelled or downgraded. Failure to do so will result in an additional Renewal Term for those Services.

3.2 Your Obligations. You agree to: (i) comply with all applicable laws, rules and regulations, including, without limitation, all applicable anti-corruption and intellectual property laws; (ii) pay the fees for the Services when due; (iii) use reasonable security precautions for providing access to the Services and immediately notify Netpros of any known or suspected unauthorized use; (iv) cooperate with Netpros' investigation of outages, security problems, and any suspected breach of the MSA; (v) comply with all license terms or terms of use for any software, content, service or website which You use or access when using the Services; (vi) keep Account Information current; (vii) be responsible for the use of the Services by You, Customer End Users and other parties to whom You give access to the Services or Customer Offering; (viii) comply with the TPS Agreements; and (ix) where You provide a Customer Offering, enter into an agreement with Your Customer End Users which includes terms necessary to meet your obligations under this Agreement and releases Netpros and its Affiliates from liability for damages or losses Customer End Users may incur as a result of using the Customer Offering. You may not use the Services (a) in any situation in which failure or fault of the Services could lead to death or serious bodily injury, or to physical or environmental damage, including but not limited to, use with aircraft or other modes of mass transportation, nuclear or chemical facilities; or (b) in connection with offering emergency services (i.e., services necessary for the prevention of death or serious injury. You may not resell any of the Services alone to any third party without first entering into a reseller agreement with Netpros.

3.3 Special Terms for Third Party Services. To the extent You order Third Party Services under TPS Agreements, the Third Party Service provider is solely responsible for such services; however, Sections 7, 8, 9, 10, 12 and 13 of this MSA still apply.

4. PAYMENT.

4.1 Fees. All fees for the provision of Services (except as provided in 4.2 below) are due in advance of the first day of the relevant term. For example, the fees for Services during the Initial Term are due on or before the Effective Date. The fees Services for each Renewal Term are due on or before the Anniversary Billing Date. The amount due may be adjusted by the addition, upgrade, discontinuance or downgrade of Services, or through the use of SLA Credits. The fees for additional or upgraded Services for which the order is accepted on the Anniversary Billing Date will be due on the Anniversary Billing Date. The fees for additional or upgraded Services for which the order is accepted after an

Anniversary Billing Date will be prorated on a calendar-day basis and billed as a one-time pro-rate charge, then will be due for successive Renewal Terms until cancelled.

4.2 Additional Service Fees/Hourly Service Fees/One Time Fees. Fees for additional services, such as Content Delivery Network (CDN) overages, bandwidth use overages, and backup overages are due on the next Anniversary Billing Date. You must request hourly Services in minimum increments of one hour and payment will be due on the next Anniversary Billing Date. One time fees, such as setup fees, bandwidth, storage, administrative fees and late fees, are due and payable when invoiced.

4.3 Payment Methods. Payment must be made by a credit card maintained on file with Netpros, electronic funds transfer or such other method as approved by Netpros. For methods such as credit card, the payment of fees will be automatic on the due date.

4.4 Taxes. All prices and fees are exclusive of any tax, including withholding, sales, use, excise and value added taxes, levies, import and customs duties or other similar or equivalent taxes. Any such taxes must be paid by You. Neither party shall be liable for the other party's taxes based on income. If withholding tax applies to any payments for Services, You may deduct such taxes and pay them to the appropriate tax authority; provided that You notify Netpros prior to payment and You pay to Netpros any additional amount to ensure that Netpros receives the full amount of the invoice. If Netpros has the legal obligation to pay or collect taxes for which You are responsible, You must pay the appropriate amount in addition to the amount of the invoice, unless You provide Netpros with a valid tax exemption certificate. The parties agree to cooperate, where possible, to minimize the amount of withholding tax due, but in any event, You agree to account for any tax withheld to the tax authorities on a timely basis.

4.5 Additional Fees. If You fail to pay any fees on the due date, your account will begin accruing interest at a rate of two and a half (2.5%) percent per month or thirty-four and a half (34.5%) percent per annum. If Netpros has suspended Your access to the Services, Netpros reserves the right to charge a \$50.00 reconnection fee. Such fees are due upon receipt of notice, and Netpros will not reconnect any Services until payment is made in full.

4.6 Refunds & Disputes. All fees paid for Services are non-refundable. If You believe that any fee for the Services is incorrect, Your exclusive remedy is to seek SLA credits by opening an accounting ticket within 30 days of Your receipt of the disputed bill. Any charges not disputed by You within 30 days of receipt will be deemed conclusively accepted by You. You may not chargeback any credit card payments to Netpros and any such chargeback will result in an additional payment to Netpros of up to \$500.00, which You agree is a reasonable estimate of Netpros' additional administrative costs. You are responsible for any fees and costs (including, but not limited to, reasonable attorneys' fees, court costs and collection agency fees) incurred by Netpros in enforcing collection of fees.

5. OWNERSHIP OF SITE AND SERVICES.

You acknowledge and agree that Netpros (or its licensors) owns all legal rights to the Site and the Services, including any intellectual property or other proprietary rights which subsist in the Site and Services (whether such rights are registered or unregistered, and wherever in the world those rights may exist).

6. SECURITY/DATA INTEGRITY.

Netpros agrees to maintain reasonable and appropriate measures related to physical security to protect Customer Content. You are solely responsible for maintenance, integrity, retention, security and backup of Your Customer Content. You are solely responsible for compliance with all applicable security and privacy laws, rules and regulations (including any requirements regarding cryptography) in any applicable regions or countries regarding the Customer Content.

7. INDEMNIFICATION BY YOU.

You hereby agree to indemnify, defend and hold harmless Netpros and its Affiliates, licensors and providers of Third Party Services (collectively, the “Netpros Parties”) from all liability (including, without limitation, attorneys’ fees and costs) incurred by them in connection with any claim arising out of: (a) Your use of the Services or Third Party Services; (b) any breach or alleged breach by You, anyone You give access to the Services, or any Customer End User, of this MSA, or of a third party’s rights, including intellectual property rights; (c) any damage caused by You or Your Customer End Users to the Site or Services; or (d) any actual or alleged violation by You or Your Customer End Users of any applicable law, court order, rule or regulation in any jurisdiction. You agree that You will not engage counsel to represent the Netpros Parties, nor consent to any judgment, settlement, or other act adverse to the Netpros Parties without their consent, and You will cooperate fully with the Netpros Parties in the defense or settlement of any such matter.

8. DISCLAIMER OF WARRANTIES.

EXCEPT AS REQUIRED BY LAW, NETPROS: (A) EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE; (B) DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THEIR OPERATION WILL BE TIMELY, UNINTERRUPTED, SECURE, OR ERROR-FREE OR THAT ANY DEFECTS WILL BE CORRECTED; AND (C) DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE SERVICES IN TERMS OF ACCURACY, RELIABILITY, TIMELINESS, COMPLETENESS, OR OTHERWISE. YOU ASSUME TOTAL RESPONSIBILITY FOR USE OF THE SERVICES BY YOU AND YOUR CUSTOMER END USERS.

9. DISCLAIMER OF CONSEQUENTIAL DAMAGES.

EXCEPT AS REQUIRED BY LAW, IN NO EVENT WILL NETPROS BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES IN CONNECTION WITH, ARISING OUT OF, OR RELATING TO, THE USE, OR LOSS OF USE, OF THE SERVICES, LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF, OR DAMAGE TO, DATA OR CONTENT, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER BASED ON CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), EVEN IF NETPROS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. LIMITATION OF LIABILITY.

EXCEPT AS REQUIRED BY LAW, NETPROS WILL NOT BE LIABLE TO YOU FOR DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION. IF NETPROS IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGES ARISING IN CONNECTION WITH THE SERVICES, NETPROS’ TOTAL CUMULATIVE LIABILITY MAY NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY YOU FOR THE SERVICES FOR THE SIX MONTHS PRIOR TO THE EVENT(S) GIVING RISE TO NETPROS’ LIABILITY.

11. DISPUTE RESOLUTION.

The parties will attempt in good faith to resolve all disputes, disagreements, or claims relating to this MSA. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation (i) neither party will bring legal action arising out of or related to this MSA more than two years after the cause of action arose; and (ii) after such time limit, any such legal action and all respective rights related thereto will lapse. Notwithstanding the above, You acknowledge that Your breach of Section 3.3 or violation of the terms of the AUP would cause irreparable injury to Netpros and agree that in the event of any such breach, Netpros will be entitled to seek temporary and preliminary injunctive relief without the necessity of proving actual damages or posting any bond or other security. Where required by applicable law, upon request, Netpros will provide You with information regarding approved mechanisms for alternative dispute resolution.

12. SUSPENSION.

12.1 Suspension. Netpros may suspend provision of Services to You without liability if: (i) Netpros reasonably believes that the Services are being used by You (or Your authorized users) in violation of the MSA or any applicable law, court order, rule or regulation in any jurisdiction, and/or You fail to cooperate with Netpros' investigation of any such suspected violation; (ii) Netpros reasonably believes that Services provided to You have been accessed or manipulated by a third party without Your consent; (iii) Netpros reasonably believes that suspension of the Services is necessary to avoid an adverse impact to Netpros' network or other Netpros customers; (iv) a payment for the Services is overdue by more than 30 days including the Anniversary Billing Date; (v) Netpros reasonably believes that the use of the Services by You may subject Netpros, its Affiliates, or any Third Party to liability; or (vi) suspension is required by law, statute, regulation, rule or court order. If Netpros suspends Services under Section 12.1(i), (v) or (vi), Netpros will only suspend the Netpros Services that gave rise to the basis.

For suspension Netpros will give You reasonable advance notice of a suspension, unless Netpros determines that a suspension on shorter or contemporaneous notice is necessary to protect Netpros or its other customers from operational, security, or other risk, or the suspension is ordered by a court or other judicial body. If Netpros suspends Your right to access or use all or any portion of the Services:

- a. You remain responsible for all fees and charges (i) You have incurred through the date of suspension, and (ii) for any Services to which You have continued to have access after the date of suspension;
- b. You are not entitled to any SLA Credits for any period of suspension; and
- c. Netpros will not be liable for any damages or losses You may incur as a result of Your loss of access to Customer Content during the suspension.

13. TERMINATION.

13.1 Term. Except in the case of Hourly Services which are provided based on the number of hours in the order or as otherwise agreed by the parties in writing, the term will commence on the Effective Date and is automatically renewed each Anniversary Billing Date until terminated as provided below.

13.2 Termination for Convenience. You may terminate this MSA for convenience at any time as provided in Section 3.1. If You do so, You must pay Netpros all amounts that would be due immediately. Netpros may terminate the MSA

for convenience upon providing You with notice of non-renewal at least 10 days prior to the expiration of the Initial Term or any Renewal Term.

13.3 Termination for Breach. Netpros may terminate the MSA immediately upon notice provided via e-mail: (i) Netpros discovers that any information You provided to Netpros is inaccurate or incomplete; (ii) You did not have the legal capacity, right or authority to enter into the MSA at the time You submitted the order; (iii) You fail to pay any undisputed overdue amount within 5 days of the due date; (iv) You or Your Customer End Users use the Services in violation of this MSA and fail to remedy the violation within 5 days of Netpros' written notice; (v) You or Your Customer End User violates the AUP; (vi) Your account has been suspended for 30 days or more; or (vii) You have multiple violations of the MSA. Netpros will give You written notice of termination via e-mail unless Netpros determines, in its reasonable commercial judgment, that a termination on shorter or contemporaneous notice is necessary to protect Netpros or its other customers from operational, security, or other risks.

13.4 Effect of Termination. You hereby instruct Netpros to delete the Customer Content upon expiration or termination of this MSA, or upon cancellation of a Service upon which Customer Content resides. You understand and agree that deletion of Customer Content will be automatic immediately after the effective date of such termination, expiration or cancellation. You must discontinue use of the Services, and relinquish use of the IP addresses, infrastructure and all other materials provided to You in connection with the Services, including pointing the DNS for Your domain name(s) away from the Services, upon expiration or termination of the MSA.

14. THIRD PARTIES.

Netpros will provide support only to You, not to Customer End Users, Customer Affiliates, or other third parties. There are no third party beneficiaries to this MSA.

15. MISCELLANEOUS.

15.1 Changes to the MSA. Netpros may modify the terms and conditions of this MSA by notifying You through email and all modifications will be effective upon such notice. It is Your responsibility to review emails for such notices. Your use of the Services following any such notice will be deemed acceptance of such modifications. Any modifications You request to the MSA must be approved in writing by Netpros.

15.2 Notices. Communications regarding the Services should be sent in English through email, except for notices of breach, indemnification, or other non-routine legal matters, which should be sent by electronic mail and courier mail to the address and email address listed below:

ATTN: Netpros Inc.

239 Colborne Street
London, Ontario N6B 2S4

Email: customerservice@netpros.ca

Phone: 1.800.830.2175

15.3 Export Matters. You are responsible for compliance with all applicable laws, and You agree to comply with all restrictions and regulations of Canada and any other foreign agencies and authorities in connection with Your and Customer End Users' use of these Services and to not, in violation of any laws, transfer, or authorize the transfer of, any Services (a) into or for the benefit of an entity located in a country subject to a Canada embargo. By using these Services, You represent and warrant that You and Your Customer End Users are not located in, under the control of, or a national or resident of, any such country or on any such list. In addition, You and Your Customer End Users may not use the Services for the development, design, manufacture, production, stockpiling or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles. You assume responsibility for compliance with laws and regulations applicable to export, re-export or import of products, technology or technical data provided hereunder and for obtaining required export and import authorizations.

15.4 Assignment/Subcontractors. You may not assign or delegate the MSA or Your rights and obligations thereunder without Netpros' prior written consent. Netpros may assign the MSA to (i) its Affiliates or (ii) any entity as a result of a merger or sale of all or substantially all of the assets of Netpros. Netpros may use third parties or Affiliates to provide all or part of the Services. This provision does not apply to the Third Party Services, which are governed by separate agreements.

15.5 Force Majeure. Except for its rights in Sections 12 and 13, neither party will be in violation of the MSA if a failure to perform is due to an event beyond the party's control, such as significant failure of a part of the power grid, sabotage, a denial of service attack, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor actions, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry; provided however, if the force majeure event continues beyond thirty (30) days, the performing party may terminate the MSA.

15.6 Marketing. You agree that Netpros may identify You as a customer of Netpros in connection with Netpros marketing communications.

15.7 Governing Law, Lawsuits. This MSA shall be construed in accordance with and governed by the laws of the province of Ontario.

15.8 Integration. This MSA is the complete and exclusive agreement between You and Netpros regarding the Services and supersedes all other agreements or communication – whether written or oral – pertaining to provision of the Services to You.

15.9 Business Contact Information. Netpros and its affiliates and subcontractors may process Your business contact information, and that of Your employees and subcontractors worldwide, in connection with our business relationship, and You affirm that You have obtained all consents necessary for that purpose.

15.10 Additional terms for Customers with PCI DSS Workloads. Netpros acknowledges that it is responsible for the security of credit cardholder data to the extent that Netpros has control of that data, and is responsible for the physical security of the systems that house cardholder data stored there by You. You acknowledge that You are responsible for determining the PCI DSS requirements applicable to You and Your unique workload(s).

Service Level Agreement (“SLA”)

This SLA is incorporated into the MSA and is applicable to all Services delivered to You. This SLA does not apply to the availability of Third Party Services, which are subject to the TPS Agreements. The SLA is binding only on You and Netpros and does not apply to any third parties, including Customer End Users. **The issuance of SLA Credits (defined below) is Your sole and exclusive remedy for any failure by Netpros to satisfy the requirements set forth in the SLA.**

SLA Credit Claim

To claim a credit, You must follow the procedure described herein within seven (7) days of the end of the Claimed Outage. The claim will be reviewed by Netpros, and any credit for Verified Outages ("SLA Credits") will be issued as provided below.

"Claimed Outage" means the period (measured in minutes) during which You claim a Loss of Service during a Measurement Period.

"Excluded Minutes" means the period of any outage that is attributed to one or more of the SLA Credit Exclusions during a Measurement Period.

"Measurement Period" means the relevant Initial Term or Renewal Term.

"Qualifying Outage Minutes" means the aggregate of all minutes of a Verified Outage during a Measurement Period, minus any Excluded Minutes.

"Services" means the services ordered by You and accepted by Netpros as provided in the MSA.

"Loss of Services" means Your inability to connect to the Netpros data centers providing Your Services to access a Service. If You can connect to one of the Netpros data centers to access Your Services, there is no Loss of Services, whether or not You can use the Customer Content.

"Verified Outage" means a Claimed Outage for a particular Service that has been verified by Netpros.

Services Commitments

Public Network: Netpros will use reasonable efforts to provide a service level of 100% for the Public Network.

Private Network: Netpros will use reasonable efforts to meet a service level of 100% for the Private Network.

Redundant Infrastructure: Netpros will use reasonable efforts to meet a service level of 100% for access to the power and HVAC provided to You.

SLA Credits

For each 30 continuous minute period of Qualifying Outage Minutes for a Service in a Measurement Period, Netpros shall provide an SLA Credit of 5% of the fees for the relevant Service which was subject to the Loss of Service during the Measurement Period. Any period of Qualifying Outage Minutes for a Service which is less than 30 continuous minutes shall not be eligible for an award of SLA Credits. Claimed Outages for different Services may not be combined to meet this calculation. SLA Credits for failure of hardware replacement or hardware upgrade are calculated as set forth in Tables A and B.

Approved Procedure

You are eligible to receive SLA Credit, subject to the following process:

1. Your identified master administrative user must report a Claimed Outage by e-mailing customerservice@netpros.ca within 7 days following the end of the Claimed Outage. The e-mail must include Service type, IP Address, dates and times of the Claimed Outage, error messages received (if any), contact information, and a full description of the interruption of Service, including logs, if applicable.
2. Netpros will review Claimed Outages against Verified Outages.
3. Netpros' determination of SLA Credits is final.
4. You agree to continue to make payment in full for Services while a Claimed Outage is being reviewed or SLA Credit is being determined.
5. Netpros will communicate the SLA Credits to You through email, and will apply the SLA Credits to Your future charges for the relevant Services subject to Netpros' standard policies. SLA Credits may not be used to reduce the payments due in any term below zero.

Ineligible Customers

Customers do not qualify for SLA Credits if they (a) are not current on their payment of fees for the Services at the time of the report of the Claimed Outage, or (b) have not paid their fees when due for the Services three or more times in the previous 12 calendar months.

Use of SLA Credits

SLA Credits may be used solely for future payments due for the particular Service or other obligations for which the Service Credits are issued. SLA Credits may not be sold or transferred, and may not be used until any violations of the MSA are resolved to Netpros' reasonable satisfaction. False or duplicative Claimed Outages are a violation of the MSA, will incur a one-time charge of \$50 per incident and may, in Netpros' discretion, result in a suspension or termination of Services. SLA Credits expire on termination or expiration of the MSA.

SLA Credit Exclusion

SLA Credits do not apply for periods during which the Services are not available for the following reasons:

- Netpros is performing system upgrades, enhancements or routine maintenance which is announced through e-mail at least two (2) days in advance or maintenance determined by Netpros to be an emergency upon notice provided through e-mail ("Scheduled Maintenance");
- Your use of the Services or any Customer End User's use of Customer Offering in violation of the MSA;
- Issues relating to Customer Content;
- Problems with Your access to the Internet;
- System administration, commands, and file transfers performed by You or Your representatives;
- Events described in the Force Majeure provision;
- Suspension of Your access to the Services as provided in the MSA;
- Violation of the AUP;
- Problems caused by Your use of the Services or any Customer End User's use of a Customer Offering;
- Problems arising from software, applications or Customer Content;

- Problems caused by hardware provided by You or a third party.

Special Obligations relating to Hardware Replacement and Hardware Upgrades

Hardware Replacement: Netpros will use reasonable efforts to replace failed hardware and hardware components at a service level of two hours (not including the time required to reload the operating system or applications) after Netpros verifies Your report of a hardware failure. If the installation does not meet this service level, You will be eligible for SLA Credits as provided in Table A below for future fees directly related to the hardware.

Hardware Upgrades: Netpros will use reasonable efforts to ensure that all planned hardware upgrades will commence and be completed at a service level within two hours of hardware upgrade maintenance periods that have been scheduled and confirmed in advance through email (not including the time required to reload the operating system or applications). If the installation does not meet this service level, You will be eligible for SLA Credits as provided in Table B below for the future fees directly related to the hardware upgrade.

Table A: Hardware Replacement*

Response Period	SLA Credit
2 hours or less	N/A
2.1 hours to 6 hours	Twenty Percent ("20%")
6.1 to 10 hours	Forty Percent ("40%")
10.1 to 14 hours	Sixty Percent ("60%")
14.1 to 18 hours	Eighty Percent ("80%")
18 hours +	One Hundred Percent ("100%")

Table B: Hardware Upgrade

Response Period	SLA Credit
2 hours or less	N/A
2.1 hours to 6 hours	Twenty Percent ("20%")
6.1 to 10 hours	Forty Percent ("40%")
10.1 to 14 hours	Sixty Percent ("60%")
14.1 to 18 hours	Eighty Percent ("80%")
18 hours +	One Hundred Percent ("100%")

ACCEPTABLE USE POLICY ("AUP")

This AUP outlines unacceptable use of the Services and is in addition to any other terms and conditions under which Netpros provides the Services to You. Netpros may modify the AUP from time to time by posting a new version of this document on the Netpros Website at “www.netpros.ca”.

Questions about this AUP (e.g., whether any contemplated use is permitted) and reports of violations of this AUP should be directed to customerservice@netpros.ca. Prohibited content, uses and activities include, without limitation, any use of the Services in a manner that, in Netpros’ reasonable judgment, involves, facilitates, or attempts any of the following:

1. violating any law;
2. displaying, performing, sending, receiving or storing any content that is obscene, inappropriate, offensive, or otherwise objectionable, even if the material or its dissemination is lawful;
3. harassing any person or advocating or encouraging violence of any kind against any person, entity or government;
4. infringing, violating or misappropriating another’s rights;
5. obtaining unauthorized access to, or interfering by any means with, any user, system, network, service, or account, including evasion of filters or violation of the security or integrity of any network or system;
6. distributing computer viruses or malware of any kind; or
7. sending, receiving or supporting email messages that are unsolicited, deceptive, anonymous, excessively voluminous or that contain falsified identifying information, including spamming and phishing.

You are responsible to ensure that use of the Services and content is in compliance with all applicable laws, including laws where the Services or content is uploaded, hosted, stored, accessed or used, and to implement necessary restrictions to prohibit use by any individual (e.g. restrictions on access by minors) or in any jurisdiction, as required to comply with such laws. Similarly, Netpros reserves the right to take all actions it deems appropriate to comply with applicable laws.

PRIVACY AGREEMENT (“PA”)

Netpros utilizes great care in keeping the information of the users of the Site (including customers) (“Users” or “You”) private and secure. This Privacy Agreement demonstrates our commitment to maintaining the privacy of all data collected, and describes the information we collect; how we use, disclose, and share that information; and how we protect the information. Capitalized terms not defined in this PA are defined in the Terms of Service. This PA applies only to the Services and does not apply to Third Party Services, which are governed by their own privacy policies.

Types of Data Collected

Netpros collects data related to our users through the following methods:

- Automated means such as communication protocols and cookies
- Online registration and online signup forms
- Sales inquiries and transactions
- Online Customer communications
- Offline communications and interactions
- Third party sources of information

The data collected may include information about the User from forms, registrations and transactions (such as name, title, address, company, phone number and email address), financial/transaction information (such as credit card, card verification value (cvv), and payment information), information about use of the Site (such as electronic communications protocols, web pages visited, and cookies) and User preferences and privileges.

Electronic Communications Protocols and Cookies

Netpros may receive data from You as part of the communication connection itself through the standard electronic greeting between Your computer and our servers. This information often consists of network routing (where You came from), equipment information (browser type), Internet protocol address, date and time. At this time our server will also query Your computer to see if there are "cookies" previously set by netpros.ca to facilitate log-in or other site navigation procedures. A "cookie" is a small piece of information sent by a web server to store in a web browser so it can later be read back from that browser.

Some parts of the Site use cookies (including signup forms) to collect information about visitors' use of the Site and to facilitate return visits. The information collected from cookies is tracked to enhance security and/or to improve the functionality of the Site by avoiding duplicate data entry, facilitating navigation, and increasing the relevance of content.

Cookies on the Site may collect the following information: a unique identifier, User preferences and profile information used to personalize the content that is shown, and User information to access Netpros' user forums. Some cookies used by netpros.ca may remain on the user's computer after the user leaves the Site, with the majority set to expire within 30 to 365 days, although some cookies may be of longer duration. Cookies may also be of benefit to You by creating a more streamlined login process, keeping track of shopping cart additions or preserving order information between sessions. In the future, as we enable further customization of the Site, cookies will help in ensuring that information provided to You will be the most relevant to Your needs.

Browsers provide You with information and control over cookies. You can set Your web browser to alert You when a cookie is being used. You can also get information on the duration of the cookie and what server Your data is being returned to. You then have the opportunity to accept or reject the cookie. Additionally, You can set Your browser to refuse all cookies or accept only cookies returned to the originating servers. You can generally disable the cookie feature on Your browser without affecting Your ability to use the Site, except in some cases where cookies are used as an essential security feature or to provide functionality necessary for transaction completion.

We may also engage third parties to track and analyze non-personally and personally identifiable website data and to serve advertisements. To do so, we may permit third parties to place cookies on devices of Users of our Site, where permitted by law, and subject to Your right to opt out through the Site. We use the data collected to help us administer and improve the quality of the Site and to analyze Site usage. Such third parties may combine the information that we provide about You with other information that they have collected. These third parties are required to use Your information in accordance with this PA. We will record all such disclosures, and will use reasonable efforts to ensure that such third parties do not use Your PII for any purpose that is not expressly provided for herein.

You are solely responsible for any processing or international transfer of all PII in the Customer Content, including in any Third Party Services, and You agree to comply with all applicable rules, laws and regulations in any and all applicable regions or countries related to the transfer of such PII.

The Data We Collect and How We Use It

You acknowledge and agree that Netpros may collect information from You for the following purposes:

- To engage in transactions for the Services. Name, address, email, purchase details, and credit card/payment information (last 4 digits and expiration date only) may be collected and stored as part of the transaction history. The majority of the data collected under this category is contact information. Netpros may need to share some of this data (address, payment) with credit card clearing houses, banking institutions, and other similarly situated agents, who may require the information in order to complete the transaction on behalf of Netpros. Netpros will not transfer information to any of its agents unless it first either ascertains that the agent subscribes to at least the same level of privacy protection as is required by Netpros.
- To provide future service and support. Information collected for this purpose is both contact data and Information related to products and service/support requested. This information is also used to provide notices regarding updates to the Services.
- Data may be collected to help create and select Site content and to optimize navigation so that it is relevant and user friendly. This includes data collected as a result of site navigation, as well as data provided in forms.
- To respond to user inquiries and requests for information. This data includes registrations for online newsletters, opt-in mailing lists and specific requests for further information.
- To respond to law enforcement organizations, government officials and third parties when compelled by subpoena, court order, or applicable law, or to report or prevent suspected fraudulent or illegal activity in the use of the Services. Netpros will notify You of the information request or submission if allowed.
- To our contractors who provide services or perform functions on our behalf.
- To our Affiliates, in which case their use and disclosure of Your PII will be subject to this PA.
- To transfer to another entity as a result of Netpros being subject to acquisition, merger or bankruptcy.

- To provide various Netpros communities, such as resellers, with relevant product alerts and updates. These updates are related to product releases, prices, terms, special offers and associated campaigns. This data is sent when the program member signs up for the relevant program or online account.
- To better tailor marketing to User needs. We may use information from User purchases and User-specified requirements to provide You with timely and pertinent notices of Netpros product releases and service developments that address Your needs and specified requirements and/or which are similar to products and services previously purchased by You from Netpros.
- To better respond to requests for service or quotes for product and equipment purchases. Netpros will pass contact information to the appropriate Netpros salesperson, or reseller for follow-up related to Netpros products or services.

Customer Content

On occasion, employees of Netpros may have temporary access to Customer Content in connection with providing maintenance or support services to You. This access will only be accomplished by way of Your explicit permission and instructions and only for so long as the employee is providing services to You. Netpros will not access the Customer Content for any purpose beyond providing You with support as described above, and will not disclose it to any person or entity. You agree that employees of Netpros Inc. may access Customer Content in the manner described above.

Security

Netpros is concerned with the security of the data we have collected and utilizes reasonable measures to prevent unauthorized access to that information. These measures include policies, procedures, employee training, physical access and technical elements relating to data access controls. In addition, Netpros uses standard security protocols and mechanisms to facilitate the exchange and the transmission of sensitive data, such as credit card details. Netpros does not process PII in a way that is incompatible with the purposes for which it has been collected or subsequently authorized by the individual. In the event that PII is acquired, or is reasonably believed to have been acquired, by an unauthorized person and applicable law requires notification, Netpros will notify the affected individual of the breach by email, if Netpros is unable to contact the individual by email, then by regular mail. Notice will be given promptly, consistent with the legitimate needs of law enforcement and any measures necessary for Netpros or law enforcement to determine the scope of the breach and to ensure or restore the integrity of the data system. Netpros may delay notification if Netpros or a law enforcement agency determines that the notification will impede a criminal investigation, and in such case, notification will not be provided unless and until Netpros or the agency determines that notification will not compromise the investigation. Netpros will cooperate with You in the investigation and/or remediation of any security breach.

Enforcement

Netpros has established internal mechanisms to verify its ongoing adherence to its privacy policy. Netpros also encourages individuals covered by this privacy policy to raise any concerns about our processing of PII by contacting Netpros at the address below. Netpros will seek to resolve any concerns.

Policy Updates

If we are going to use Your PII in a manner different from that stated at the time of collection, we will notify You via email. In addition, if we make any material changes in our privacy practices that do not affect the PII already stored in our database, we will notify You by email or mail notifying users of the change. We may update this PA from time to time to describe how new site features affect our use of Your PII and to let You know of new control and preference features that we provide.

Contact Information and Inspection Rights

You have the right to access and correct Your PII, and to refuse for legitimate reason to allow us to process Your PII. Questions, concerns or comments about this privacy policy should be addressed to:

ATTN: Netpros Inc.
239 Colborne Street
London, Ontario N6B 2S4
Email: customerservice@netpros.ca
Phone: 1.800.830.2175

If at any time You decide that You no longer desire that we hold, use, correct or supplement any of Your PII, receive information regarding any PII processed in relation to You or You wish to change the manner in which Your PII may be used, please let us know by contacting us as set forth above.

APPLE LICENSED APPLICATIONS ADDENDUM

NOTE: If You download or use any Netpros applications (“Licensed Application”) that run on the Apple Inc. (“Apple”) operating system (“iOS”), such as with the iPhone, iPod touch, iPad or other related device using the iOS, the following terms apply and You must agree to and acknowledge these terms in addition to those contained in Netpros’ MSA:

1. Acknowledgement: Netpros and You acknowledge that the MSA is concluded between Netpros and You only, and not with Apple, and Netpros, not Apple, is solely responsible for the Licensed Application and the content thereof. Netpros’ MSA requirements and usage rules for Licensed Applications are not less restrictive than the Usage Rules set forth for Licensed Applications in, and are not otherwise in conflict with, the App Store terms of service as of the Effective Date, which Netpros and You acknowledge having had the opportunity to review.

2. Scope of License: The license granted to You for the Licensed Application is limited to a non-transferable license to use the Licensed Application on any iOS that You own or control and as permitted by the Usage Rules set forth in the App Store terms of service

3. Maintenance and Support: Netpros is solely responsible for providing any maintenance and support services with respect to the Licensed Application, as specified in the MSA, or as required under applicable law. Netpros and You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.

4. Warranty: Netpros is solely responsible for any product warranties, whether express or implied by law, to the extent not otherwise disclaimed. In the event of any failure of the Licensed Application to conform to any applicable warranty, You may notify Apple, and Apple will refund the purchase price for the Licensed Application to You; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Licensed Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Netpros’ sole responsibility.

5. Product Claims: Netpros and You acknowledge that Netpros, not Apple, is responsible for addressing any claims of by You or any third party relating to the Licensed Application or Your possession and/or use of that Licensed Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Netpros’ MSA does not limit its liability to You beyond what is permitted by applicable law.

6. Intellectual Property Rights: Netpros and You acknowledge that, in the event of any third party claim that the Licensed Application or Your possession and use of that Licensed Application infringes that third party’s intellectual property rights, Netpros and/or You, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

7. Contact Information: Any questions, complaints or claims with respect to the Licensed Application should be directed to:

ATTN: Netpros Inc.
239 Colborne Street
London, Ontario N6B 2S4
Email: customerservice@netpros.ca
Phone: 1.800.830.2175

8. Third Party Beneficiary: Netpros and You acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of the MSA, and that, upon Your acceptance of the terms and conditions of the EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce the MSA against You as a third party beneficiary thereof.