

j2 GLOBAL CANADA, INC.

KEEPIPSAFE® TERMS AND CONDITIONS

These Terms and Conditions are incorporated by reference into the Agreement entered into as of the Effective Date between j2 Global and Customer.

CERTAIN DEFINITIONS: As used in this Agreement, the following terms shall have the meanings set forth below. Capitalized terms used and not defined herein have the same meanings given them in the Agreement Cover Page.

“Agreement Cover Page” shall mean the form attached to the Terms and Conditions and Service Level Agreement incorporating the signatures of j2 Global and the Customer and itemising the Services and the charges for the Services purchased by Customer.

“Data Protection Laws” means the Persona Information Protection and Electronic Documents Act and any other applicable federal and provincial data protection laws.

“Documentation” means the applicable installation information, service descriptions, technical specifications, on line help files and user manual for the Services provided by j2 Global, as same may be revised from time to time.

“Initial Term” shall mean the period commencing on the Effective Date and continuing for the number of months set forth on the Agreement Cover Page.

“KIS Software” means the software that will enable Customer’s Protected Data to be backed up to and retrieved from j2 Global’s servers in order for j2 Global to provide the Services, and includes j2 Global proprietary software and software licensed to j2 Global by 3rd party licensors.

“Online User Web Portal” means an Internet web page accessible by Customer with a Password through which the Customer can review online backup reports, view and edit the Protected Data, view and edit the Protected Equipment and restore Protected Data.

“Passwords” mean any encryption keys, certificates, passwords, access codes, user IDs or other login information provided to or used by Customer for the purpose of accessing and using the Services.

“Protected Data” shall mean the specific files, folders and databases to be backed up through the Services on the Protected Equipment as detailed in the Online User Web Portal.

“Protected Equipment” means Customer’s personal computers and/or servers licensed to use the Services to store and protect Protected Data as detailed in the Online User Web Portal.

“Services” means the services described in the Agreement Cover Page.

“SLA” shall mean the form attached to this Agreement that sets forth Service level specifications.

AGREEMENT. In exchange for the covenants and promises set forth herein, which the parties agree is sufficient consideration, the parties hereby agree as follows.

1. SERVICES AND CUSTOMER EQUIPMENT. Subject to the terms and conditions of this Agreement, during the term of this Agreement j2 Global will provide the Services to Customer. Customer

is responsible for providing all equipment necessary for it to use the Services including the Protected Equipment, its own desktop computer equipment, Internet access and email service. Customer acknowledges that it is required at all times and at its own cost to work harmoniously with and to co-operate with j2 Global to ensure system configuration of the Protected Equipment.

2. FEES AND BILLING. Customer will pay j2 Global all undisputed charges for the Services provided under this Agreement as set forth on the Agreement Cover Page. All such charges are exclusive of sales taxes, goods and services taxes, harmonized sales taxes and other federal, provincial, municipal, or other governmental taxes, charges or levies (collectively “Taxes”) now in force or enacted in the future, all of which Customer will be responsible for and will pay in full.

a. Charges. Unless otherwise specified on the Agreement Cover Page, Customer’s payment obligation for Services shall accrue on the later of the Effective Date or the date of installation of the KIS Software on the Protected Equipment.

b. Billing and Payment Terms. Unless otherwise specified in the Agreement Cover Page j2 Global shall issue invoices on an annual basis in advance. All payments shall be made in Canadian Dollars, are due upon receipt of the invoice and if not paid within thirty (30) days of receipt of such invoice will accrue interest at a rate of one and one-half percent (1½%) per month (19.56% per year), or the highest rate allowed by applicable law, whichever is lower. If this Agreement is terminated prior to completion of the then current term for any reason other than due to j2 Global’s Default or in accordance with the SLA, and in circumstances where Customer has not already paid all charges due and payable up to the end of the then current term, Customer shall, within ten (10) days of the effective date of termination, pay j2 Global a termination charge (which Customer hereby acknowledges as liquidated damages reflecting a reasonable measure of actual damages and not a penalty) equal to 100% of the charges that would have been paid for the Services had the Services been provided for the entire duration of the then current term.

c. Credit Check and Credit Limit. j2 Global’s acceptance of this Agreement is subject to satisfactory completion by j2 Global of a Customer credit check. Customer authorizes j2 Global to request information from a reporting agency to enable j2 Global to assess Customer’s credit history. Based on the results of the credit check, j2 Global will establish a credit limit as j2 Global deems appropriate. If Customer incurs charges beyond its established credit limit, j2 Global will be entitled to immediate payment for such charges. If Customer makes a late payment hereunder or exceeds the credit limit established by j2 Global, j2 Global will have the right, upon written notice to Customer, to require a security deposit or other reasonable assurance to secure Customer’s payment obligations hereunder.

3. CUSTOMER’S USERS. Customer agrees that it is solely responsible for all individual users including any employees or contractors who access and/or use the Services through Customer’s account.

4. CUSTOMER’S ADMINISTRATOR. As part of the registration process for the Service, Customer shall be required to designate a Customer contact (“the Customer Administrator”) who shall be the sole point of contact for j2 Global in respect of this Agreement and the Services. Any change in the Customer Administrator shall be

notified in writing to j2 Global and shall be verified by j2 Global in accordance with j2 Global's security policies in place from time to time.

5. CUSTOMER CONDUCT. j2 Global reserves the right to take any action with respect to the Services that j2 Global deems necessary or appropriate in j2 Global's sole discretion if j2 Global believes Customer or its information may create liability for j2 Global, compromise or disrupt the Services for other j2 Global customers or may cause j2 Global to lose the services of its Internet service providers or other suppliers. Customer agrees: (a) to comply with all applicable laws regarding the Protected Data transmitted through the Services; (b) not to use the Services for illegal purposes; (c) not to use the Services to infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (d) to obtain any consents required under applicable laws from its customers or otherwise related to the Protected Data before transferring the Protected Data to j2 Global pursuant to the Services and to maintain any such consents during the term of this Agreement; and (e) to notify j2 Global of any technical configuration or other changes to the Protected Equipment and of any consequent changes which may be required to be made to the Online User Web Portal pursuant to any such changes. Customer is at all times fully responsible for ensuring that the configuration within the Online User Web Portal is accurate and correct and for reviewing the online backup reports available from the Online User Web Portal in order to ensure that all required Protected Data is being backed up with correct retention settings.

6. PRIVACY POLICY. j2 Global is dedicated to establishing trusting relationships with its customers based on respect for personal identity and information. A current copy of j2 Global's Privacy Policy is available at the www.keepitsafe.com website and is incorporated herein by reference. If j2 Global decides to change its Privacy Policy, j2 Global will either post a revised Privacy Policy on its website or notify Customer via email (a decision on which method is appropriate to be made at j2 Global's sole discretion). If any Privacy Policy change materially and adversely impacts Customer and Customer desires to object to the change, within fourteen (14) days of the effective date of the modification Customer must provide j2 Global a written notice of objection, setting forth in reasonable detail the basis for Customer's objection. Failure to deliver such notice within such fourteen (14) day period will be deemed acceptance of the Privacy Policy as modified. If mutual resolution is not achieved within thirty (30) days from the date j2 Global receives Customer's timely notice of objection, then the previous version of the Privacy Policy, without the objected to change, will remain in effect as to Customer.

7. DATA PROTECTION.

The parties acknowledge that the Services may be used to process information regulated by privacy or data protection laws, including the Data Protection Laws.

a. j2 Global shall act only on the instructions of the Customer in processing any Personal Data.

b. Customer hereby instructs j2 Global to take such appropriate security measures in the processing of Personal Data as are reasonably necessary to the performance of j2 Global's obligations under this Agreement and to ensure that appropriate security measures are taken against unauthorised access to, or unauthorised alteration, disclosure or destruction of, the Personal Data, particularly where the processing involves transmission of data over a network and against all other unlawful forms of processing, and agrees that such instructions will constitute Customer's full and complete instructions as to the means by which Protected Data shall be processed by j2 Global.

c. To the extent that any privacy or data protection laws, including the Data Protection Laws, impose an obligation on j2 Global to comply with an individual's request for access to its Protected Data, Customer agrees that it shall satisfy such obligations provided that j2 Global shall not release any Protected Data without first seeking Customer's instruction in writing to release the Protected Data. j2 Global further agrees to reasonably assist Customer, at Customer's expense, in its satisfaction of any such requests.

d. j2 Global agrees not use Protected Data save for the purposes of delivering the Services as contemplated by this Agreement;

e. j2 Global agrees that upon termination of this Agreement, it shall safely destroy such Protected Data;

f. j2 Global agrees that Customer Protected Data shall be stored in data centres located in Canada; and

g. j2 Global agrees to provide reasonable support to Customer in complying with any legally mandated request or demand made by any court or governmental authority responsible for enforcing privacy or data protection laws, provided that such support shall be at Customer's expense and j2 Global shall not be able to access any information without the Passwords.

8. SOFTWARE LICENSES.

a. Licenses. The KIS Software, the Online User Web Portal and Documentation are licensed, not sold, to Customer by j2 Global for use only under the terms of this Agreement. j2 Global also hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, license during the term of this Agreement for each Customer to use the KIS Software and Online User Web Portal, in object code form only, and the Documentation, only in connection with the Services. The KIS Software, Online User Web Portal, Documentation and all parts thereof are the subject matter of various proprietary rights, including without limitation copyrights, trade secrets, patents and other similar intellectual and industrial property rights ("Proprietary Rights").

The licenses granted to Customer hereunder to use the KIS Software and Online User Web Portal are limited to: (i) having the KIS Software installed on the Protected Equipment in object code/executable form; (ii) using the KIS Software and Online User Web Portal only for Customer's internal business needs; and (iii) using the Documentation to support the use of the Services.

At no time shall Customer sub-license, sell, rent, lease, transfer, distribute or otherwise commercially exploit or make the KIS Software, the Online User Web Portal or the Services available to any third party. Customer shall be bound by and comply with this Agreement, and Customers is solely responsible for all activities of its users and for the accuracy, integrity, legality, reliability and appropriateness of all Protected Data.

No license, right or interest in any trademark, trade name or service mark of j2 Global or any third party is granted under the licenses contained in this Section 8. Customer acknowledges that this license shall not in any way be construed to provide an express or implied license to use, modify or improve any of the KIS Software or the Online User Web Portal, including without limitation any works, inventions, discoveries, technology or other items which are the subject matter of j2 Global's Proprietary Rights, or otherwise to use or exploit the KIS Software, Online User Web Portal or the Proprietary Rights in any matter not expressly permitted herein.

b. Restrictions. Customer specifically agrees to limit its use of the KIS Software, the Online User Web Portal and the Documentation as expressly authorized by this Agreement. Notwithstanding the foregoing, Customer specifically agrees not to: (i) attempt to create or derive any of the source code or other technology or data within the KIS Software or Online User Web Portal by disassembly, reverse engineering or any other method, or otherwise reduce the KIS Software or Online User Web Portal to a human-perceivable form and/or from modifying or translating any part of the KIS Software or Online User Web Portal; (ii) violate any law, statute ordinance or regulation in connection with this Agreement; (iii) use the Services in violation of any applicable laws, wherever such use occurs, and not use or require j2 Global or its service providers to use any Protected Data obtained via the Services for any unlawful purposes; (iv) gain or attempt to gain unpermitted access by any means to any j2 Global computer system, network or database; or (v) file copyright or patent applications that include the KIS Software, the Online User Web Portal or any portion thereof. Furthermore, Customer accepts that it may be asked to account for any profits earned as a result of a breach of this Clause, and that these profits shall accrue to j2 Global, or such 3rd party as j2 Global directs.

c. Password Protection. Customer shall be solely responsible for protecting and safeguarding all Passwords, as Customer will be the only party with knowledge of its Passwords. In the event that Customer makes such Passwords available to any third party, Customer shall be liable for all actions taken by such third party in connection with the Services. Customer shall not disclose or make available Customer's Passwords other than to Customer's authorized employees or contractors, shall use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Passwords and the Services and will notify j2 Global promptly of any such unauthorized access or use and make any disclosures related to such unauthorized access or use which may be required under any applicable laws. j2 Global is not responsible for providing the Customer with replacement Passwords in the event of a forgotten Password, as this is physically not possible. Without the correct Password the Customer's Protected Data will remain encrypted and inaccessible forever. In the event that Customer loses its Passwords, j2 Global reserves the right to delete all encrypted files held without Password access.

d. Notification of Licence Breaches. Customer shall immediately notify j2 Global of any notices received by Customer that might adversely affect j2 Global, including without limitation notices of actual or potential 3rd party claims or proceedings arising from, connected with or relating to KIS Software, In addition Customer will immediately notify j2 Global of any breaches or purported breaches of this Agreement or of the Licence of which the Customer becomes aware or has a reasonable suspicion for believing may have occurred. Customer shall take all reasonable steps to protect any software or intellectual property rights acquired or otherwise used by it in the provision of the Services by j2 Global, and acknowledges that these rights may include the rights of entities who have entered licence agreements with j2 Global, and that such entities may accrue rights directly against the Customer in the event of a breach of this Agreement.

e. Termination of Licenses and Suspension of Services. j2 Global may terminate or suspend Customer's licences and/or suspend, terminate or limit any of Customer's use of the Services without liability, upon seven (7) days' written notice to Customer (including via email) based on j2 Global's reasonable belief that: (i) the Services are being used by Customer in violation of any applicable law, ordinance or regulation; (ii) the Services are being used in breach of this Agreement or otherwise in a potentially harmful or unlawful manner; or (iii)

Customer fails to pay undisputed charges for Services after being given notice. j2 Global may terminate and/or suspend Customer's use of the Services without liability, immediately upon written notice to the Customer (including via email) whenever practicable if (i) the use of the Services by Customer adversely affects j2 Global's equipment, security network infrastructure or its service to others; (ii) a court or other governmental authority having jurisdiction issues an order prohibiting j2 Global from providing the Services to Customer; or (iii) j2 Global is prohibited from providing the Services due to the termination by a third party licensor of an essential licence. Fees payable by Customer under this Agreement will continue to accrue for Customer's Protected Data notwithstanding any such suspension. In the event that Services are suspended, j2 Global will use commercially reasonable efforts to work with Customer to resolve such issues and re-instate the Services.

9. CONFIDENTIAL INFORMATION. "Confidential information" is that information which, regardless of form or method of disclosure, either party specifically designates as confidential at the time of disclosure; and any information, regardless of form or method of disclosure, customarily treated as confidential by a reasonable person. All information provided by Customer to j2 Global in connection with the activation of Services is confidential information of Customer. Neither party shall use confidential information of the other party for any purpose other than for the purpose of providing or using the Services or as otherwise expressly permitted herein. Each party shall exercise reasonable care not to disclose, and to prevent its employees and agents from disclosing, any confidential information of the other party. If a party is compelled to disclose confidential information under the authority of a court or governmental agency, the compelled party shall promptly notify the other party. The other party shall have the opportunity to object to the compelled disclosure prior to production of such information.

10. REPRESENTATIONS AND WARRANTIES.

a. Warranties by Customer. Customer represents and warrants to j2 Global that: (i) Customer is duly organized and validly existing and has the legal power and authority to enter into this Agreement and to perform its obligations hereunder; (ii) the person signing this Agreement on behalf of Customer is duly authorized to do so, and upon its execution by such person, this Agreement is the valid and legally binding obligation of Customer; (iii) Customer's use of the Services do not as of the Effective Date and will not during the term of this Agreement, in any manner violate any applicable law or regulation; and (iv) Customer is the owner, legal custodian or otherwise has the right to use the Services in connection with Protected Data and has full authority to transmit and direct the disposition of Protected Data. Customer shall reimburse j2 Global for any expenses incurred by j2 Global (including reasonable legal fees and expenses) by reason of j2 Global's complying with the instructions of Customer or any third party concerning the ownership, custody or disposition of Protected Data. Customer hereby authorizes j2 Global to use Protected Data to perform the Services pursuant to this Agreement. In the event that j2 Global needs to access the Protected Data to respond to any technical problems, queries or requests from Customer, Customer shall ensure that both Customer and j2 Global are permitted to do so. In such event, all such access will be logged by j2 Global and supervised by Customer and Customer shall be fully responsible for such access to the Protected Data.

b. Warranties by j2 Global. j2 Global represents and warrants to Customer that: (i) j2 Global owns or has the legal right and authority, and will continue to own or maintain the legal right and authority during the term of this Agreement, to provide the Services as contemplated by this Agreement; (ii) j2 Global is duly organized and

validly existing and has the legal power and authority to enter into this Agreement and to perform its obligations hereunder; (iii) the person signing this Agreement on behalf of j2 Global is duly authorized to do so, and upon its execution by such person, this Agreement is the valid and legally binding obligation of j2 Global; (iv) the Services as supplied to Customer in connection with this Agreement do not violate any applicable law or regulation; and (v) the KIS Software does not infringe upon any third party's patent, trademark or other intellectual property rights.

c. No Other Warranty. EXCEPT FOR ANY EXPRESS WARRANTY SET FORTH IN SECTION 10(b) HEREIN, OR IN THE SLA, THE SERVICES, THE KIS SOFTWARE AND THE ONLINE USER WEB PORTAL ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. j2 Global expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, merchantable quality, fitness for a particular purpose and any warranties and conditions arising from a course of dealing, usage or trade practice j2 Global is not responsible for any defects or damages to the Protected Equipment resulting from Customer's or Customer's agents or employees mishandling, abuse, misuse, accident or Force Majeure. j2 Global shall bear no liability to Customer or any third party arising from Customer's decision not to implement any reasonable change to Customer's technical environment that supports the KIS Software, the Online User Web Portal and/or the Protected Equipment, which has been advised by j2 Global and Customer shall hold j2 Global harmless from and against any suit or proceeding (including reasonable legal fees and expenses) brought against j2 Global arising directly or indirectly from a failure to provide the necessary access and/or support for j2 Global to implement any such change. Customer agrees to inform j2 Global of any Customer system change that may reasonably be expected to affect j2 Global's ability to provide the Services and shall notify j2 Global of any change to its IT configuration affecting the Protected Equipment. Under no circumstances will j2 Global be liable for any Protected Data which was not delivered to j2 Global by the KIS Software and Customer is responsible for checking and monitoring the backup reports available from the Online User Web Portal to ensure that desired files of Protected Data are being transferred to j2 Global. No bailment or similar obligation is created between j2 Global and Customer with respect to Protected Data. j2 Global shall not be held responsible for the availability of telephone lines, the Internet, electricity or servers outside its reasonable control. j2 Global provides no warranty or guarantee in relation to speed of delivery of the Services, including the speed of any restores. The speed of delivery of the Services is dependent on factors outside the control of j2 Global including *inter alia* the speed, functionality and condition of the Protected Equipment, the amount of Protected Data being restored and/or the bandwidth of the Customer's internet connection. Any errors caused arising from the inadequacy or defectiveness of the Protected Equipment and/or the connectivity and bandwidth of the Customer's internet connection may affect the delivery of the Services including the performance of any restores. j2 Global will notify Customer of any technical failures in respect of delivery of the Services of which it is aware and subject to the terms of the Service Level Agreement, will endeavour to work with Customer to assist with rectification of any such failures. Customer acknowledges that changes may be required to the Protected Equipment and/or to its internet connectivity including its bandwidth capacity or otherwise to improve the speed, performance and/or delivery of the Services. Customer shall be responsible for the cost of any such changes. Any administrative and technical notifications in respect of the delivery of the Services will be sent by email to the Customer to the Customer administrator email address registered in the Online User Web Portal.

Except as set forth in the SLA, j2 Global makes no warranty or condition that the Services, the KIS Software or the Online User Web Portal will be uninterrupted, timely, secure or error free, or that any Protected Data will be backed up or available for restoration. j2 Global expressly disclaims all liability howsoever arising from any change made to the Protected Equipment or any changes to Customer's IT configuration of the Protected Equipment of which Customer has not notified j2 Global in writing. j2 Global confirms and the Customer acknowledges, that no contractor of j2 Global (be it by way of 3rd party service provider or software or licence provider) shall be liable for the provision of the Services. No statement, whether oral or written, obtained by Customer from j2 Global shall create any warranty or condition not expressly made herein. Some jurisdictions do not allow the exclusion of certain warranties and conditions, so to the extent not allowed by law, some of the above exclusions may not apply. The parties acknowledge and agree that the allocation of risk contained herein reflects that it is not within j2 Global's control how and for what purpose the results of the Services are used by the Customer.

d. Internet Disclaimer. Customer recognizes that the Internet consists of multiple participating networks that are separately owned and not subject to j2 Global's control. Customer agrees that j2 Global shall not be liable for damages incurred or sums paid when the Services are temporarily or permanently unavailable due to malfunction of, or cessation of, internet services by networks or Internet service providers not subject to j2 Global's control, or for transmission errors in, corruption of, or the security of the Protected Data or data transmitted through the Services carried on such networks or Internet service providers. j2 Global shall have no liability hereunder for damages incurred or sums paid due to any fault of Customer or any third party, or by any harmful components (such as computer viruses, worms and computer sabotage). j2 Global is not liable for any breach of security on the Customer's network, regardless of whether any remedy provided in this Agreement fails in its essential purpose.

e. Initial Backup. Initial backup through the internet may take some time to complete. Customer acknowledges that the Protected Data is not fully backed up and protected until its initial backup has been completed. The status of backups, including the initial backup, can be reviewed through the Online User Web Portal. Customer acknowledges that no backup of Protected Data is complete until a status "Backup completed successfully" message is displayed on the Online User Web Portal.

11. SERVICE LEVEL AGREEMENT. j2 Global's SLA constitutes Customer's sole and exclusive remedy for j2 Global's provision of or failure to provide Services to Customer, except that j2 Global shall have no obligation to compensate Customer under any SLA while Customer is in Default or not current in its payment obligations under this Agreement. The SLA currently in effect on the Effective Date is attached hereto, and j2 Global may amend the SLA periodically provided that (a) Customer is informed at least thirty (30) days in advance of any such amendment or relocation; and (b) the amendment does not materially and adversely alter the provision of Services. If Customer reasonably and in good faith believes that an SLA amendment materially and adversely alters the provision of Services hereunder, Customer may provide written notice to j2 Global within thirty (30) days of the effective date of the amendment, setting forth in reasonable detail Customer's basis for such belief. j2 Global shall have thirty (30) days to address the Customer's concern and reach a mutually agreed upon resolution. If mutual resolution is not achieved, the previous version of the applicable SLA will remain in effect for the remainder of the then current term as to the Customer's use of the applicable Services.

12. LIMITATIONS OF LIABILITY AND INDEMNIFICATION.

a. Consequential Damages Waiver; Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE OR RESPONSIBLE TO THE OTHER FOR ANY TYPE OF INCIDENTAL, PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT; INCLUDING BUT NOT LIMITED TO LOST REVENUE; LOST PROFITS; BUSINESS INTERRUPTION; LOSS OF USE; REPLACEMENT GOODS OR SERVICES; LOSS OF DATA TRANSMITTED THROUGH THE SERVICES; LOSS RESULTING FROM UNAUTHORISED ACCESS TO THE PROTECTED EQUIPMENT OR TO THE PROTECTED DATA OR ALTERATION OF CUSTOMER'S DATA INCLUDING THE PROTECTED DATA EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER ANY THEORY OF CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. EACH PARTY'S LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTIES IS LIMITED TO THE LESSER OF (i) THE AMOUNT PAID BY CUSTOMER TO j2 GLOBAL HEREUNDER DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE LOSS OR DAMAGE FIRST OCCURS (PRO RATED TO REFLECT ANNUAL UPFRONT PAYMENTS), OR (ii) \$5,000. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO, TO THE EXTENT NOT ALLOWED BY LAW, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO THE PARTIES. If Protected Data is insured by Customer, the Customer shall cause its insurers of such Protected Data to waive any right of subrogation against j2 Global beyond the limits of liability set forth herein.

b. Indemnification. Subject to the limitations set forth elsewhere in this Agreement, each party (the "Indemnifying Party") will indemnify, defend and hold the other party and its subsidiaries, affiliates, officers and employees (the "Indemnified Party") harmless from and against any and all costs, liabilities, losses, and expenses (including but not limited to reasonable legal fees) (collectively "Losses") resulting from any claim, suit, action, demand, or proceeding (each, an "Action") brought by any third party against the Indemnified Party arising from: (i) a Default by the Indemnifying Party, (ii) the gross negligence or willful misconduct of the Indemnifying Party or its employees, agents, contractors, or invitees, or (iii) any failure by the Indemnifying Party or its employees, agents, contractors, or invitees, to comply with the law. In this Agreement, "gross negligence" means a reckless failure to meet the required obligation or standard of care or a willful disregard of one's duties or obligations.

c. Procedures. The Indemnifying Party's obligations under Section 12(b) herein are conditioned upon: (i) the Indemnified Party promptly notifying the Indemnifying Party upon receipt of written notice of the Action for which the Indemnified Party seeks indemnity; (ii) the Indemnified Party tendering control of the defense of such Action and any related settlement discussions to the Indemnifying Party (provided, however, that the Indemnified Party may participate in such defense, at its own expense, with counsel of its own choosing); and (iii) the Indemnified Party, at the Indemnifying Party's request and expense, reasonably cooperating with and assisting the Indemnifying Party in its efforts to defend the Action. The Indemnifying Party shall obtain the Indemnified Party's prior written consent, which consent shall not be unreasonably withheld or delayed, for any settlement or compromise of any such Action that does not include an unconditional release of the Indemnified Party from the indemnified liability hereunder.

13. DEFAULT AND REMEDIES.

a. Default by j2 Global. The occurrence of any of the following will be a "Default" by j2 Global: (i) j2 Global fails to perform or observe any of its obligations under this Agreement after a period of thirty (30) days after receiving written notice from Customer of such failure; or (ii) j2 Global's insolvency or liquidation as a result of which j2 Global ceases to do business; or (iii) the material breach of any representation or warranty made by j2 Global in this Agreement, except to the extent such breach is susceptible to cure, in which case there shall be no Default unless such breach is not cured by j2 Global within thirty (30) days after receiving written notice from Customer of such breach. A violation of the SLA is expressly not a breach of a representation or warranty and is not a Default hereunder.

b. Default by Customer. The occurrence of any of the following will be a "Default" by Customer: (i) Customer fails to pay, when due, any amounts owing to j2 Global hereunder; or (ii) the material breach of any representation or warranty made by Customer in this Agreement, except to the extent such breach is susceptible to cure, in which case there shall be no Default unless such breach is not cured by Customer within thirty (30) days after receiving written notice from j2 Global of such breach; or (iii) Customer fails to perform or observe any of its other obligations under this Agreement after a period of thirty (30) days after receiving written notice from j2 Global of such failure; or (iv) Customer's insolvency or liquidation as a result of which Customer ceases to do business.

c. Customer's Remedies for Default by j2 Global. Remedies for failure to deliver the Services in accordance with the SLA are addressed entirely in the SLA. If j2 Global commits a Default, Customer will be entitled, at its election, to terminate this Agreement or seek any available remedies at law or in equity.

d. j2 Global's Remedies for Default by Customer. If Customer commits a Default, j2 Global will be entitled, at its election, to exercise any one or more of the following remedies, then or at any time thereafter: (i) to pursue any remedy available at law or in equity, (ii) to terminate this Agreement; and (iii) to suspend Services.

14. TERM. The term of this Agreement will commence on the Effective Date and continue for the Initial Term set forth on the Agreement Cover Page, and thereafter shall automatically renew for successive terms equal to the length of the Initial Term (each a "Renewal Term"), unless notice of non-renewal is given by either party no less than ninety (90) days before expiration of the Initial Term or any Renewal Term then in effect. Customer will be deemed to have accepted j2 Global's then current charges for each Renewal Term unless Customer gives notice to j2 Global of its rejection of any increase in charges no later than fourteen (14) days after Customer receives notice thereof. If Customer rejects any increase in charges, this Agreement shall terminate on the date that is thirty (30) days after Customer gives notice to j2 Global of its rejection of such increase and during such period prior to termination the previous charges will apply. Upon expiration or termination of the Services or this Agreement, Customer's right to use the Services immediately ceases, Customer shall have no right and j2 Global will have no obligation thereafter to forward any unopened or unopened messages to Customer or any third party.

15. INTELLECTUAL PROPERTY

a. j2 Global or its suppliers or licensors are the sole and exclusive owner(s) of all right title and interest in the KIS Software, Online User Web Portal, Services, Documentation and all copies

thereof including all derivations, modifications and enhancements thereto (including but not limited to ownership of all intellectual property rights). This Agreement does not grant Customer with title to or any ownership rights or interest in the KIS Software, the Online User Web Portal, the Services or the Documentation, but only a right of limited use as expressly set forth in this Agreement. Customer agrees to inform j2 Global immediately of any infringement or other improper action with respect to j2 Global intellectual property as defined herein, or the intellectual property rights of j2 Global's suppliers that come to Customer's attention.

b. Customer is the sole and exclusive owner or all rights, title and interest in and to all the Protected Data other materials stored in, as the case may be, on Protected Equipment, any other equipment used in the implementation of this Agreement, or materials otherwise managed by the KIS Software ("collectively Customer Materials"). In performing its obligations under this Agreement, j2 Global agrees that it shall acquire no rights whatsoever in any Customer Materials. j2 Global agrees to inform Customer immediately of any infringement, loss, compromise or other improper action or use with respect to Customer Materials, in each case immediately upon becoming aware of such infringement or improper action.

16. OTHER PROVISIONS.

a. Non-Assignment; No Third-Party Rights. Customer may not assign or transfer this Agreement or any rights hereunder and any attempt to do so is void. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns. This Agreement is for the sole benefit of the parties, and nothing herein will be construed as giving any rights to any person not a party hereto.

b. Independent Contractors. The parties will have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in any other relationship, including employer-employee, principal-agent, partners or joint ventures.

c. Non-Waiver/Severability. Failure of either party to enforce any of its rights hereunder will not be deemed to constitute a waiver of its future enforcement of such rights or any other rights. If any term of this Agreement is held to be invalid, the remainder of the Agreement will remain in force.

d. Force Majeure. Either party will be excused from any delay or failure in performance hereunder, other than the payment of money, caused by or due to any cause beyond its reasonable control, including, but not limited to acts of God, earthquake, flood, third party labor disputes, utility curtailments, power failures, explosions, civil disturbances, vandalism, riots, war, governmental actions, and acts or omissions of third parties. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time

equal to that of the underlying cause of the delay. In the event that such extension continues for a period greater than ten (10) consecutive days, the other party may, by written notice given to the non-performing party, terminate this Agreement.

e. Telephone Call Recording. Customer acknowledges and agrees that j2 Global may record all telephone calls for the purposes of training, improvement of services, fraud prevention and to ensure the accuracy of instructions communicated to j2 Global. All telephone recordings shall be the property of j2 Global.

f. Governing Law & Jurisdiction. This Agreement will be governed by and construed in accordance with the substantive laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of law principles. The UN Convention on Contracts for the International Sale of Goods is expressly disclaimed. Both parties submit to personal jurisdiction in Ontario and further agree that any cause of action relating to this Agreement shall be brought exclusively in a court in the City of Toronto, in the Province of Ontario.

g. Integration. This Agreement expresses the complete and final understanding of the parties with respect to the subject matter hereof, and supersedes all prior communications between the parties, whether written or oral with respect to the subject matter hereof. No modification of this Agreement will be binding upon the parties hereto, unless in writing and executed by Customer and j2 Global.

h. Notices. Except where other means of communication are expressly provided for in this Agreement, all notices provided for hereunder will be in writing, signed by the party giving the same, and shall be sent (and will be deemed properly given and received upon receipt or refusal of receipt) by (i) overnight delivery by an overnight courier service or (ii) registered post, registered or certified, return receipt requested. All such notices or other instruments or communications will be sent to the Customer Address set forth on the Agreement Cover Page or to the j2 Global Notice Address set forth on the Agreement Cover Page, as applicable. Either party may change its address for notices hereunder by notice to the other party given in accordance with this Section.

i. Survival. The respective obligations of j2 Global and Customer, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding Proprietary Rights, Confidential Information, limitation of liability and indemnification, shall survive the termination or expiration of this Agreement.

j. Language. It is the express wish of the parties that this agreement and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

j2 GLOBAL CANADA, INC.

KEEPITSAFE® SERVICE LEVEL AGREEMENT

j2 Global uses commercially reasonable efforts to achieve the following customer support and maintenance and performance targets, measured on a monthly basis:

1. General:

Terms not defined in this Service Level Agreement (the “SLA”) are defined elsewhere in the Agreement.

2. Definitions:

“Critical Issue” means an event which necessitates a full disaster recovery scenario where an entire system has been lost and urgent data recovery is required.

“Customer Satisfaction Score” means the score provided by Customer in response to a series of questions pertaining to j2 Global’s performance each year.

“High Priority Issue” means an event that results in an interruption to data security such as a failed backup or the need to recover an individual lost data file.

“Normal Business Hours” is defined as between the hours of: (a) where Customer is based in Ireland or the UK, 8am and 6pm GMT; (b) where Customer is based in another E.U. Member State, 9 am to 5.30 pm CET; (c) where Customer is based in Australia or New Zealand, 8am to 5pm NZDT; (d) where Customer is based in Canada, 8 am to 6pm EDT; and (e) where Customer is based in the United States or any other jurisdiction not referred to above, 8am to 6pm Pacific Time, in each case Monday through Friday.

“Scheduled Maintenance” is a period of which Customer is notified in advance via email, during which j2 Global may suspend availability of all or part of the Services in order to carry out maintenance activities.

“Standard Issue” means an event which does not interrupt data backup or restore, but does interfere with using the Services. Typical examples would be a request for a repeat invoice or support for data selection assistance

“Target” means those target levels of support and service set out in this SLA which j2 Global sets as its expected support and service level to the Customer.

“Technical Issue” means an issue arising regarding technical matters and as used herein, can mean a Standard Issue, a High Priority Issue or a Critical Issue as applicable.

“Uptime Percentage” is defined as the proportion of the time, on a 24 hour per day, 7 day per week basis, excluding Scheduled Maintenance during any one calendar month.

3. Our Objectives:

- 3.1. j2 Global will, in the event of a Technical Issue, endeavour to provide Customer with a single technical contact to address the Technical Issue, including deciding to escalate the Technical Issue to other technical specialists.
- 3.2. j2 Global will prioritise and endeavour to resolve any Technical Issues in accordance with the Targets set out herein..
- 3.3. j2 Global will provide free of charge updates to the Service at regular intervals and inform Customer of requirements for upgrades.
- 3.4. j2 Global will not provide access to Customer data without appropriate security checks being completed.
- 3.5. j2 Global will provide assistance with the reintegration of Customer data into the relevant systems but bears no responsibility beyond recovery of protected Customer files and data. j2 Global reserves the right to withdraw from providing further support if j2 Global reasonably concludes that Customer systems may be put at risk; that Customer lacks the requisite technical expertise; or that the request for further support is outside the scope of the SLA.
- 3.6. j2 Global will contact Customer at least once a year to seek a Customer Satisfaction Score and any applicable feedback.

4. Customer Support, Performance and Maintenance Targets

- 4.1. j2 Global will provide support to answering incoming Customer support phone calls and e-mail messages 24 hours per day, 7 days a week, provided that Standard Issues shall only be supported during Normal Business Hours.
- 4.2. j2 Global will answer 95% of all incoming Customer support phone calls within 3 minutes.
- 4.3. j2 Global will respond to 99% of all incoming email support messages from Customers by the next business day at the latest.

- 4.4. j2 Global will maintain the Uptime Percentage of (1) its servers and (2) the backup and restore functionality, at 99.9%, except for periods of Scheduled Maintenance or such other periods of emergency network and/or application maintenance.
- 4.5. j2 Global endeavours to restrict Scheduled Maintenance to two hours per month, however it will only be deemed below Target, if Scheduled Maintenance in a calendar month exceeds ten hours.

5. **Technical Issue Response Times Targets**

- 5.1. Customer must register any Technical Issue with j2 Global's service team by email or by phone, noting that Customer must use the phone service for what the Customer considers to be a Critical Issue. j2 Global will assess the criticality and impact on Customer's business, and assign a classification as applicable at j2 Global's ultimate discretion. The classification assigned by j2 Global determines the time during Normal Business Hours for acknowledgement, initial response and estimate resolution as set out in the following table:

Issue Level	Acknowledgement Time	Initial Response Time	Estimate Resolution Time (see Section 5.2)
Standard Issue	Within 4 hours	Next Business Day	Issue dependent
High Priority Issue	Within 2 hours	Within 4 hours	2 days
Critical Issue	Within 1 Core hour	Within 2 hours	Continuous Support

- 5.2. Other factors, outside of j2 Global's control can influence the resolution times for a Technical Issue. For example, resources from Customer or technology partner may not be readily available or j2 Global may need to involve third-party suppliers. Where resolution times are extended j2 Global commits to communicate with Customer to ensure Customer is aware of the latest status. The time since j2 Global's last communication is actively monitored by the service team.

6. **Credit Allowances for Breaches of Targets**

- 6.1. If, in any given month, Customer believes that j2 Global has failed to achieve the Targets, Customer must deliver a written request to j2 Global within 14 days following the end of the month for a report detailing j2 Global's performance against that Target. j2 Global will provide the report to Customer within 14 days of receipt of the request.
- 6.2. If the report demonstrates failure by j2 Global to achieve the Target, then subject to Section 6.3, j2 Global will provide Customer with a service credit of 1/12 of Customer's annual fee for the Service, multiplied by the numerical percentage by which j2 Global failed to achieve the Target (where applicable). For example, if j2 Global achieves a 90% server uptime, then Customer would be eligible to receive a service credit of 9.9% of 1/12th of Customer's annual fee. Customer may request up to four (4) such reports per any 12-month period, plus one (1) additional report for each prior report that demonstrates failure to achieve a Target.
- 6.3. Credits attributable to any month for failure to achieve a Target shall not exceed 1/12th of the annual fee paid by Customer for the Service. Credits are not applied against any other fees payable by Customer to j2 Global under this Agreement. No credit allowance will be made for failing to achieve a Target which:
 - 6.3.1. arises from the breach by Customer of the provisions of the Agreement, or any SLA Failures due to any party other than j2 Global or from events happening on any other party's network, including but not limited to Internet service providers or telecommunications providers connected to, or providing service connected to, the Services or j2 Global's facilities;
 - 6.3.2. is due to the failure or malfunction of equipment not owned or operated by j2 Global, including service connected to Customer-provided electric power;
 - 6.3.3. occurs during any period in which j2 Global is not given reasonable access to facilities and equipment for the purpose of investigating and correcting interruptions, such as during disasters;
 - 6.3.4. occurs during any Scheduled Maintenance period or when Customer has released service to j2 Global for maintenance purposes or for implementation of a Customer order for a change in service arrangements; or
 - 6.3.5. is due to force majeure event beyond the reasonable control of j2 Global.

7. **Termination Right for Chronic Failures and Service Outages**

- 7.1. If j2 Global fails to achieve a particular Target in more than three (3) consecutive months or any combination of the goals in more than five (5) consecutive months; or if there are more than three (3) Target failures over any three (3) month period, Customer shall be permitted to terminate its Service Agreement without liability (except for past performed Services) by delivering j2 Global written notice of termination within fourteen (14) days of receipt of the most recent report demonstrating failure to achieve the Target.