



## END USER LICENSE & SERVICE LEVEL AGREEMENT.

This is a legal and binding agreement between you, the Customer, and webapptron.COM Inc.

**\*\* BY USING OUR WEB HOSTING AND DOMAIN NAME REGISTRATION SERVICES YOU HAVE AUTOMATICALLY ACCEPTED THIS AGREEMENT AND AGREE TO ABIDE BY OUR TERMS AND CONDITIONS OUTLINED BELOW. IT IS THE CUSTOMER (YOUR) RESPONSIBILITY TO READ AND UNDERSTAND THIS AGREEMENT FULLY \*\***

END USER LICENSE AGREEMENT.

LICENSE GRANT.

Subject to the provisions contained herein and payment of applicable fees, webapptron.COM Inc. hereby grants to you a non-exclusive, nontransferable, license to use its accompanying proprietary software application products offered on the webapptron.COM Inc. web site ("Software",) for your own use. Such Software is protected by the webapptron.COM Inc. laws of the province of Ontario, Canada.

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All rights not expressly granted herein are retained by webapptron.COM Inc. and its licensors. Except as stated above, this Agreement does not grant the Customer any intellectual property rights in the Software. Customer shall not rent, lease, transfer or sublicense the Software. Customer shall not under any circumstances nor shall Customer permit a third party to

(i) decompile, disassemble, reverse engineer or otherwise attempt to reconstruct or discover the source code of the Software or

(ii) prepare derivative of the Software or

(iii) remove any product identification,

webapptron.COM Inc., trademark or other notice from the Software. Any such copy made by you shall be subject to this Agreement and shall contain all of webapptron.COM Inc.'s notices regarding webapptron.COM Inc.'s, trademarks and other proprietary rights as contained in the Software originally provided to you.

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MISSISSAUGA, ONTARIO, L5M 0B6, CANADA

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#### TITLE.

The Software's organization, structure, sequence, logic, and source code are valuable to the Company. Any and all title, ownership rights, and intellectual property rights in and to the Software and Documentation shall remain at any and all times in webapptron.COM Inc. and/or its suppliers. Title, ownership rights, and intellectual property rights in and to the content accessed through the Software is the property of the applicable content owner and may be protected by applicable webapptron.COM Inc. or other law. This License does not give Customer any rights to such content.

#### LIMITED WARRANTY.

webapptron.COM Inc. warrants to the Customer, for a period of thirty (30) days from the date of this agreement, installation of Software, or use of services, whichever is earlier, that it will replace any defective media on which the Software is provided and that the Software, if not modified and if properly installed and used, will substantially conform to the material specifications set forth in the documentation, Such warranties are for the Customer's benefit only and are not transferable.

webapptron.COM Inc. does not warrant that the Software will operate error free or uninterrupted or will meet your requirements. Except for the express warranties stated in this section, the Software are licensed "as is" and webapptron.COM Inc. specifically excludes and disclaims all warranties of merchantability, fitness for a particular purpose, statutory noninfringement of third party intellectual property rights and any warranty that may arise by reason of trade usage, custom or course of dealing and Customer hereby expressly waives any and all such warranties.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION.

#### LIMITATION OF LIABILITY. (LLC)

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL webapptron.COM Inc. OR ITS SUPPLIERS OR RESELLERS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, OR FOR ANY DAMAGES IN EXCESS OF webapptron.COM Inc.'S LIST PRICE FOR A LICENSE TO THE SOFTWARE AND DOCUMENTATION, EVEN IF webapptron.COM Inc. SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, SOME PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

#### EXPORT CONTROLS.

You may not download, use or otherwise export the Software or any underlying information or technology except in full compliance with all Ontario and other applicable laws and regulations.

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In particular, but without limitation, none of the Software or underlying information or technology may be downloaded, used or otherwise exported or re-exported.

#### TERMINATION.

This Agreement is effective until terminated.

webapptron.COM Inc. may terminate this Agreement immediately if Customer attempts to reverse engineer the Software or otherwise violate any of the restrictive uses as described herein. webapptron.COM Inc. also reserves the right to terminate a clients contract without any prior notification. Otherwise, this Agreement may be terminated by either party for a breach of any of its material terms, provided the non-breaching party provides to the breaching party 30 days written notice describing such breach and offering the breaching party an opportunity to cure. Failure to cure a material breach within the notice period shall result in automatic termination of this Agreement. Should this Agreement be terminated for your material breach, Customer agrees to remove all copies of the Software or any part of the Software from any and all computer storage devices, and destroy the Software and all Documentation. At webapptron.COM Inc.'s request, Customer or any of Customer's authorized signatory on the account, shall certify in writing to webapptron.COM Inc. that all complete and partial copies of the Software and the Documentation have been destroyed and that none remain in Customer's possession or under its control. The provisions of this Agreement except for the Section 1, "License Grant," shall survive.

#### MISCELLANEOUS.

This Agreement represents the complete and exclusive statement of the agreements concerning this license between the parties and supersedes all prior agreements and representations between them. It may be amended only by a writing executed by both parties. THE ACCEPTANCE OF ANY PURCHASE ORDER PLACED BY YOU IS EXPRESSLY MADE CONDITIONAL ON YOUR ASSENT TO THE TERMS SET FORTH HEREIN, AND webapptron.COM Inc. AGREES TO FURNISH THE SOFTWARE AND DOCUMENTATION ONLY UPON THESE TERMS AND NOT THOSE CONTAINED IN YOUR PURCHASE ORDER.

\*\* webapptron.COM Inc. reserves the right "NOT" to renew a clients contract at the time of contract renewal. \*\*

If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability.

- (i) of such provision under other circumstances or
- (ii) of the remaining provisions hereof under all circumstances.

Headings shall not be considered in interpreting this Agreement. This Agreement shall be governed by and construed under the law of Ontario as such law applies to agreements between Ontario residents entered into and to be performed entirely within Ontario, except as governed by Federal Law.

This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly

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excluded.

## SERVICE LEVEL AGREEMENT.

### Server Abuse.

Any attempt to undermine or cause harm to a server, or customer, of webapptron.COM Inc. is strictly prohibited.

Unauthorized use of other people's accounts or computers webapptron.COM Inc. will strongly react to any use or attempted use of an Internet account or computer without the owner's authorization. Such attempts include "Internet scamming" (tricking other people into releasing their passwords), password robbery, security hole scanning etc. Any unauthorized use of accounts or computers by a webapptron.COM Inc. customer, whether or not the attacked account or computer belongs to webapptron.COM Inc., will result in action against the attacker. Possible actions include warnings, account suspension or cancellation, and civil or criminal legal action, depending on the seriousness of the attack.

IMPORTANT NOTE - webapptron.COM Inc. has the right to discontinue service, or deny access to anyone who violates our Policies or the terms and conditions shown below WITHOUT WARNING OR PRIOR NOTICE. No refunds of fees paid will be made if account termination is due to violation of the terms outlined below.

Customers may not run IRC, bots or clients on shared servers. Unacceptable uses also include, but are NOT limited to: Bulk emailing, unsolicited emailings, newsgroup spamming, illegal content, copyright infringement, trademark infringement, warez, cracks, software serial numbers, and/or anything else determined by webapptron.COM Inc. to be unacceptable use of webapptron.COM Inc.'s services including abuse of server resources.

All hosting accounts may be terminated that include the following content or which have links to the following content:

" Providing material that is grossly offensive to the Web community including blatant expressions of bigotry, racism or hatred.

" Promoting or providing instructional information about illegal activities, or promoting physical harm or injury against any group or individual.

" Displaying material that exploits children under 18 years of age.

" Acts of copyright infringement including offering pirated computer programs or links to such programs, information used to circumvent manufacturer-installed copy-protect devices, including serial or registration numbers for software programs, or any type of cracker utilities.

### Bandwidth Traffic.

Each plan with webapptron.COM Inc. comes with a pre determined bandwidth usage amount. You can check your Control Panel for details on your bandwidth usage.

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## Unsolicited Email (Spam).

Unsolicited commercial advertisements (spam) are not allowed in e-mail, and will likely result in account cancellation. webapptron.COM Inc. takes a zero-tolerance approach to spam originating from our servers or for spam advertising of domains hosted on our servers.

The following activities are not allowed:

- " Unsolicited bulk or commercial messages ("spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts. Such messages may only be sent to those who have explicitly requested it from your domain.
- " Forging, altering or removing electronic mail headers is prohibited. Any domain sending stealth spam will be terminated without warning and without refund.
- " Sending numerous copies of the same or substantially similar message with the intent to disrupt a server or account ("mail bombing").
- " Spamming Newsgroups: Commercial advertisements are unwelcome in most Usenet discussion groups and on most e-mail mailing lists. Inappropriate posting may result in account cancellation. See the newsgroup or mailing list's charter for whether advertising is allowed or not. "Spamming," or sending a message to many different off-topic newsgroups, is particularly unethical and will be treated as such.
- " Mail may not be used to harass or intimidate others. Harassment, whether through language, frequency of messages, or size of messages, is prohibited. Sending a single unwelcome message may be considered harassment. If a recipient asks to stop receiving e-mail, you must not send that person any further messages.
- " Providing spamware (software used to send bulk email or software used to harvest email addresses) or links to sites providing spamware is strictly prohibited and subject to demand for removal or account cancellation.

Note: If you use the services of another provider (including but not limited to the use of address lists obtained from a third party vendor or provider) to promote a web site hosted by or through webapptron.COM Inc. (spamvertising), then the provisions of the above Policy shall apply as if the spam were sent through our servers.

Penalty: Depending on the severity of your SPAMMING, webapptron.COM Inc. reserves the right to charge you between \$5.00 - \$500.00 PER SPAM sent through our network. Your web site content will also be confiscated and it will be NEVER returned to you.

## CGI Scripts.

(This section does not apply to managed dedicated or colocation servers.) Each shared Unix web hosting account comes with its own cgi-bin, in which you are free to use any\* CGI scripts you wish. All CGI scripts (Perl scripts with a .pl or .cgi extension) intended for use on shared Windows 2000 web hosting accounts are subject to approval by our NT Administrators.

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\*See the Server Resource Abuse section.

#### Server Resource Abuse.

(This section does not apply to managed dedicated or colocation servers.) Shared server accounts are limited in use of the amount of server resources. Shared server resource abuse includes any process or service usage that affects normal shared server operation, resources or connectivity, and which causes a server to become overloaded. Shared server resources include CPU and memory usage, number of concurrent processes, number of concurrent port or database connections and total bandwidth. Possible causes of server resource abuse include, but are not limited to, the use of: CGI, Perl, Sendmail, MySQL, MSSQL, PHP, ASP, COLDFUSION, HTTP, SMTP, POP3 and FTP. If server resource abuse is detected, possible actions include, but are not limited to: disabling of the offending script or scripts, disabling of the specific service, disabling of the entire account or account cancellation. If server overload is a result of server resource abuse, these actions will be taken without prior notice or warning.

#### Chat Rooms.

We do not allow clients to install their own chat rooms within a shared hosting account, without approving it with the webapptron.COM Inc. Support Team. Most chat rooms tend to be large system hogs and we cannot allow it as an account option. However, we do provide a choice of Java chat rooms for a small extra charge that will more than fill your needs and run without hindering the performance of the machine for others. Note: Parachat chat rooms do not apply to this rule. They are perfectly fine to install.

#### Abuse of SMTP Mail Server.

We do not allow clients to send more than 2000 pieces of e-mail per day from a shared hosting account. If you do send more than 2000 pieces of e-mail per day, your account will be placed on hold for Network Abuse. If you are sending legitimate e-mails and they total more than 2000 per day your account will be moved to a special server that is specifically designed to handle high volumes of e-mail. You will be charged \$125.00/month in addition to your regular hosting charges if your account is moved to this server. Please contact: [support@webapptron.com](mailto:support@webapptron.com) to have your domain/account moved.

#### Background Running Programs.

We may allow programs to run continually in the background. These are considered on a one-to-one basis and an extra charge will be incurred based on system resources used and operational maintenance needed. (this section does not apply to managed dedicated servers)

IRC. We currently do not allow IRC clients or IRC bots to be operated on any of our servers. In addition, IRC servers are not permitted on our network. Anyone found to be in violation of this policy risks immediate account termination.

#### Excessive Use/Overages.

You will not exceed the bandwidth, storage and E-mail usage limits outlined by your particular web hosting package. If you use any bandwidth or storage space in excess of the agreed upon



number of megabytes per month or if you exceed E-Mail storage and attachment size limitations, webapptron.COM Inc. may, in its sole discretion, assess you with additional charges. If webapptron.COM Inc. elects to take any corrective action, Webapptron.COM Inc. will not refund any unused pre-paid fees. Your use of your account and access to it is your responsibility. You are responsible for any unauthorized access to your account resulting in bandwidth, storage and/or E-mail usage exceeding the limits outlined in your particular web hosting package specifications and resultant charges.

#### Cancellation.

webapptron.COM Inc. reserves the right to cancel service at any time. All fees paid in advance of cancellation will be pro-rated and paid by webapptron.COM Inc. if webapptron.COM Inc. institutes its right of cancellation. Any violation of policies which results in extra costs will be billed to the customer (i.e. transfer, space etc.)

Most of webapptron.COM Inc.'s web hosting plans are backed by a 30 day money back guarantee. If you are not completely satisfied with our services or support within the first 30 days of your contract, you will be given a full refund of the contract amount excluding setup fees, domain registration fees, add-on/upgrade fees and overages. Setup fees are refundable only if the account order is canceled prior to account activation. Due to security concerns, all account cancellations must be done via **writing** at our office or by fax. Phone or email requests will not constitute acceptance of any cancellation.

#### Liability and Obligations on Cancellation.

If the Agreement expires or is cancelled for any reason, webapptron.COM Inc. is not liable to you because of the expiration or cancellation for compensation, reimbursement or damages on account of the loss of prospective profits, anticipated sales, goodwill or on account of expenditures, investments, leases or commitments in connection with your business, or for any other reason whatsoever flowing from the termination or expiration. If you terminate this Agreement, webapptron.COM Inc. will not relieve you of any obligations to pay fees and costs accrued before the termination date or any other amounts you owe to webapptron.COM Inc. under this Agreement. webapptron.COM Inc. reserves the right to suspend or cancel an account at anytime due to non-payment or abuse issues.

#### Material and Product Requirements.

You must ensure that all material and data placed on webapptron.COM Inc.'s equipment is in a condition that is "server-ready," which is in a form requiring no additional manipulation by webapptron.COM Inc.. webapptron.COM Inc. will make no effort to validate any of this information for content, correctness or usability. If your material is not "server-ready", webapptron.COM Inc. may reject this material. webapptron.COM Inc. will notify you of its refusal of the material and afford you the opportunity to modify the material to satisfy webapptron.COM Inc.'s requirements. Use of the Services requires a certain level of knowledge in the use of Internet languages, protocols and software. This level of knowledge varies depending on the anticipated use and desired content of your Web site. You must have the necessary knowledge to create and maintain a Web site. webapptron.COM Inc. does not provide this knowledge or customer support outside of the Services.

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## Intellectual Property Rights.

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## Network Security.

Customers may not use the webapptron.COM Inc. network with an attempt to circumvent user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for the customer, logging into a server or account the customer is not expressly authorized to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organization's security policy. Customers may not attempt to interfere or deny service to any user, host, or network. This includes, but is not limited to, flooding, mail bombing, or other deliberate attempts to overload or crash a host or network. webapptron.COM Inc. will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. Users who violate system or network security may incur criminal or civil liability. You are solely responsible for any security breaches affecting servers or accounts under your control. If your server or website is responsible for or involved in an attack on or unauthorized access into another server or system, webapptron.COM Inc. will shut it down immediately. You will pay any charges resulting from the cost to correct security breaches affecting webapptron.COM Inc. or any of its other customers.

## Electronic Commerce.

You will be solely responsible for the development, operation and maintenance of your online store and products and all contents and materials appearing online or on your products, including without limitation (a) the accuracy and appropriateness of content and materials appearing within the store or related to your products, (b) ensuring that the content and materials appearing within the store or related to your products do not violate or infringe upon the rights of any third party, and (c) ensuring that the content and materials appearing within the store or related to your products are not libelous or otherwise illegal. You will be solely responsible for the final calculation and application of shipping and sales tax. You will also be solely responsible for accepting, processing, and filling any customer orders, and for handling any customer inquiries or complaints arising there from. You are also responsible for the security of any customer credit card numbers and related customer information you may access as a result of conducting electronic commerce transactions through your Web Site. You will keep all such information confidential and will use the same degree of care and security as you use with your confidential information.

## Static / Dynamic Content Caching.

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You expressly (i) grant to webapptron.COM Inc. a license to cache the entirety of your Web Site, including content supplied by third parties, hosted by webapptron.COM Inc. under this Agreement and (ii) agree that such caching is not an infringement of any of your intellectual property rights or any third party's intellectual property rights.

IP Address Ownership.

webapptron.COM Inc. shall maintain and control ownership of all IP numbers and addresses that may be assigned to you by Webapptron.COM Inc. and webapptron.COM Inc. reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses.

Domain Name Registration.

Customer agrees to pay webapptron.COM Inc. prior to the effectiveness of the desired domain name registration, the then-current amounts set forth in the webapptron.COM Inc. price schedule for the initial registration of the domain name and, should Customer choose to renew the registration, subsequent renewals of the registration. All fees are non-refundable, in whole or in part, even if Customer's domain name registration is suspended, cancelled or transferred prior to the end of Customer's then current registration term. webapptron.COM Inc. reserves the right to change fees, surcharges, renewal fees or to institute new fees at any time, for any reason, at its sole discretion. Customer's requested domain name will not be registered unless and until we receive actual payment of the registration fee, and have confirmed Customer's registration in an e-mail from webapptron.COM Inc. to the email address indicated in Customer's registration application. In the event of a charge-back by a credit card company (or similar action by another payment provider allowed by webapptron.COM Inc.) in connection with the payments of the registration fee for Customer's domain name registration, Customer agrees and acknowledges that the domain name registration shall be transferred to webapptron.COM Inc. as the paying entity for that registration to the registry and that we reserve all rights regarding such domain name including, without limitation, the right to make the domain name available to other parties for purchase. webapptron.COM Inc. will reinstate Customer's domain name registration solely at webapptron.COM Inc.'s discretion, and subject to our receipt of the initial registration or renewal fee and our then-current reinstatement fee.

## **AUP ACCEPTANCE:**

WEBAPPTRON.COM INC. WILL NOT BE RESPONSIBLE FOR ANY DAMAGES YOUR BUSINESS MAY SUFFER. WEBAPPTRON.COM INC. MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED FOR SERVICES WE PROVIDE. WEBAPPTRON.COM INC. DISCLAIMS ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS INCLUDES LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, WRONG

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**FAILURE TO FOLLOW ANY TERM OR CONDITION WILL BE GROUNDS FOR IMMEDIATE ACCOUNT DEACTIVATION AND DATA DELETION.**