

TERMS OF SERVICE

These Terms of Service ("Terms of Service") apply to the Viewgle Services Agreement ("Viewgle Sales Agreement") made and entered into between Customer and Viewgle Inc. (hereinafter referred to as (Viewgle) and its affiliates (collectively referred to as Viewgle)

1. SERVICE RESPONSIBILITIES (VIEWGLE):

(a) Viewgle shall provide the Services to Customer in a professional and workmanlike manner in accordance with the terms and conditions herein, provided applicable services and technology exist, the Services continue to be a Viewgle supported service, and Viewgle is permitted by law to provide the Services.

2. CHARGES:

(a) Customer agrees to pay Viewgle the charges detailed in the applicable Sales Agreement including any third party charges incurred by Viewgle in providing the Product (the Charges") plus all applicable taxes. Unless otherwise agreed to by the parties in writing, Charges for the Product shall begin to accrue upon the date such Product is provided by Viewgle. Notwithstanding the foregoing, third party charges incurred by Viewgle in connection with the Services are subject to change and Viewgle reserves the right to pass on such third party charges to Customer.

(b) Customer shall pay interest on any late payments at the lower of 3.5% per month or the maximum rate allowed by applicable law.

(c) All dollar amounts referred to in this VIEWGLE SALES AGREEMENT are in the lawful money of Canada unless expressly indicated otherwise.

(d) Customer shall review Customer's invoices and inform Viewgle promptly in writing of any errors, omissions or irregularities. Customer shall pay the undisputed portion of any invoice when due. If Customer disputes a portion of a invoice, Customer shall give Viewgle written notice within six (6) months of the invoice date, otherwise Customer shall be considered to have accepted the accuracy and validity of the invoice. In the event that any dispute respecting an invoice under this Section 2(d) is not resolved with sixty (60) calendar days Viewgle shall have the right to pursue all remedies that it may have available to it under the VIEWGLE SALES AGREEMENT and by law.

3. CUSTOMER RESPONSIBILITIES:

(a) Customer shall provide and maintain proper operating conditions for equipment and software required to operate the system (including, but not limited to, an adequate equipment room and electrical power feed) in accordance with Viewgle's specifications.

4. CONFIDENTIAL INFORMATION

(a) Each party shall keep confidential for three (3) years after disclosure the disclosing party's Confidential Information (except software shall be kept confidential for an indefinite period), using at least the same precautions the receiving party uses to safeguard its own confidential or proprietary information.

(b) Each party shall use the disclosing party's Confidential Information solely to fulfil its obligations under the VIEWGLE SALES AGREEMENT.

(c) Neither party shall disclose the disclosing party's Confidential Information, except to: (i) Affiliates, employees, directors, officers, and agents on a need-to-know basis, provided that such Affiliates and agents are not direct competitors of the disclosing party and agree in writing to use disclosure restrictions that are as restrictive as those contained in this section; or (ii) to the extent required by law, with prior advance written notice to the other party.

(d) Viewgle shall only use personal information that Viewgle collects in accordance with Viewgle's privacy code, a current copy of which is available at www.Viewgletech.com or upon request.

(e) "Confidential Information" means either party's confidential technical and business information, including without limitation,

information relating to inventions, software, research and development, future product specifications, engineering processes, network architecture, costs, profit or margin information, customer or prospective customer information, and marketing and business plans. "Confidential Information" does not include information which: (i) is or becomes publicly known otherwise than by reason of a breach of the VIEWGLE SALES AGREEMENT; (ii) has been independently developed outside the scope of the VIEWGLE SALES AGREEMENT and without reference to or knowledge of the other party's Confidential Information; (iii) is previously known to a party free of any obligation to keep it confidential; or (iv) is required to be governmental or legal process, whereupon the receiving party shall provide prompt written notice to the disclosing party prior to such disclosure, so that the disclosing party may seek a protective order of other available relief.

(f) Notwithstanding any other provisions of the VIEWGLE SALES AGREEMENT, Viewgle may, at its sole discretion and without seeking the prior consent of Customer, make public by way of the issuance of a news release all or a portion of the following information with respect to the sale of Services: (i) name of Customer, (ii) type of Products sold to Customer, (iii) the total value of the Products sold to Customer; and (iv) the term of this VIEWGLE SALES AGREEMENT and/or any Service Schedule issued thereunder.

5. LIMITATIONS OF LIABILITY & INDEMNITY:

5.1 The parties shall be liable for and shall indemnify each other ("Liability") for any claim. Demand, liability, damage, loss, suit, action, investigation, proceeding or cause of action between Viewgle and the Customer or between either party and a third party, and all related costs and expenses, including without limitation, legal fees and expenses ("Claims") arising in connection with the VIEWGLE SALES AGREEMENT in accordance with the following:

(a) for:

- (i) Breach of Confidential Information obligations or software license obligations; or
- (ii) Bodily injury or death to any person or damage to any real or tangible property caused by negligence or wilful misconduct;

The Liability of each party shall be limited to proven direct damages;

(c) For damages other than those described in Sections 5.1(a), the liability of each party shall be limited to proven direct damages of the other party, not to exceed per claim (or in the aggregate during any twelve (12) month period) an amount equal to the amount paid by the Customer for the affected Product during the three (3) months preceding the month in which the damage occurred.

Nothing in this Section 5.1 shall limit the Customer's responsibility for the payment of all properly due Charges for the Product under the VIEWGLE SALES AGREEMENT.

5.2 Notwithstanding any other provision in the VIEWGLE SALES AGREEMENT;

(a) neither party shall be liable for any indirect, incidental, consequential, punitive, reliance or special damages, including without limitation, damages for lost profits, advantage, savings or revenues of any kind, or increased cost of operations;

(b) Neither party shall be liable for a Force Majeure Event; and

(c) Viewgle shall not be liable for any damages arising out of or relating to:

- (i) Service Facilities, equipment or content provided by Customer or third parties;
- (ii) delays with respect to the installation of Service(s) or the transfer of existing Services(s);

- (iii) Service interruptions, degradation, errors, delays or defects in transmission;
- (iv) unauthorized access to or theft, alteration, loss or destruction of Customer's or third parties' applications, content, data, programs, information, network or systems by any means, including without limitation, viruses;
- (v) any failure of delay in performance due in whole or in part to any cause beyond the reasonable control of Viewgle; or
- (vi) any act or omission of Customer or third parties.

5.3 The limitations of Liability in the SALES AGREEMENT shall apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, and whether or not the damages were foreseeable.

5.4 For the purpose of this Section 8, the indemnified party shall include the indemnified party's employees, officers, directors, agents and suppliers.

5.5 Unless otherwise expressly provided in the VIEWGLE SALES AGREEMENT, Viewgle makes no representations, warranties, conditions or guarantees as to merchantable quality, fitness for a particular purpose or any other representations, warranties, conditions or guarantees regarding any Product or facilities provided by Viewgle to Customer, whether express or implied in law or in fact, including without limitation, those relating to:

- (i) network transmission capacity;
- (ii) whether data shall be transmitted in an uncorrupted form;
- (iii) the security of any transmission or network;
- (iv) the fault tolerance of the Product; and/or
- (v) the reliability by Viewgle in providing, or by Customer in using, the Service.

6. GENERAL PROVISIONS:

(a) Neither party shall use the other party's trade names, logos, or trademarks (collectively "Marks") without the other party's prior written consent. This written consent may be revoked at any time.

(b) The VIEWGLE SALES AGREEMENT, as may be amended by the parties in writing from time to time, constitutes the entire agreement between the parties with respect to the Product. Any purchase order submitted by Customer to Viewgle shall be used only for invoice processing and order purposes.

(c) Unless otherwise expressly provided in the VIEWGLE SALES AGREEMENT, any change to the VIEWGLE SALES AGREEMENT must be in writing and signed by authorized representatives of each party. Any waiver shall not operate as a waiver of any other breach of the VIEWGLE SALES AGREEMENT.

(d) Customer may not assign the VIEWGLE SALES AGREEMENT without Viewgle's prior written consent, which consent shall not be unreasonably withheld.

(e) Any notices to the other party shall be in writing and either sent or delivered by regular, certified or registered mail, sent by express courier, e-mail or hand delivered and addressed to each party at the address set out in the VIEWGLE SALES AGREEMENT, or such other address that a party indicates in writing. Unless otherwise provided in the VIEWGLE SALES AGREEMENT, all notices to Viewgle shall be directed to: 5859 Yonge Street Suite 104, Toronto, Ontario M2M 3V6. Attention General Counsel.

(f) The laws in effect in the Province of Ontario shall apply to the VIEWGLE SALES AGREEMENT. The parties agree that jurisdiction and venue in the courts of the Province of Ontario is appropriate, and that any legal proceedings shall be brought only in the Province of Ontario.

(g) If any portion of the VIEWGLE SALES AGREEMENT is found to be invalid or unenforceable, the remaining provisions shall remain in effect.

(h) Unless otherwise specified herein, any legal action arising in connection with the VIEWGLE SALES AGREEMENT must be brought within two (2) years after the cause of action arises.

(i) The parties' obligations which by their nature would continue beyond the termination or expiration of the VIEWGLE SALES AGREEMENT or any Service Schedule, including without limitation obligations regarding confidentiality, trade-marks, and limitations of liability, shall survive such termination or expiration.

(j) There shall be no third party beneficiaries to this VIEWGLE SALES AGREEMENT, provided, however, that the various parties specifically included as parties that may be indemnified or compensated herein may seek such indemnification or compensation, as appropriate.

(k) In the event of any conflict or inconsistency between the VIEWGLE SALES AGREEMENT (including the Terms of Service) any Service Schedule or any other written agreement between the parties, such documents shall be interpreted in accordance with the following order of priority: (a) the Service Schedule; (b) the VIEWGLE SALES AGREEMENT (including the Terms of Service); (c) the other written agreement, including without limitation, a purchase order submitted by Customer to VIEWGLE.

(l) The parties confirm that it is their wish that the VIEWGLE SALES AGREEMENT, as well as all other documents relating thereto, including all notices, be drawn up in the English language only. Les parties aux presentes conferent leur volonte que cette convention, de meme que tous les documents, y compris tout avis, qui s'y rattachent, soient rediges en langue anglaise.