Antix Hosting Agreement

Jan 1, 2024
Version 1.2

Document Owner
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Statement of Confidentiality

This document is the property of Abinsi Solutions Group Inc. and contains information that is confidential and proprietary. The recipient of this document agrees to protect the information herein from loss, theft, and compromise. Disclosure of this information to third parties may cause damage to the interests of Abinsi Solutions Group Inc.

Parties to this Agreement

Abinsi Solutions Group Inc.,
operating as "Antix"

Top Floor
10650 113th Street
Edmonton AB, T5H 3H6
www.Abinsi.ca

herein referred to as "**Provider**"

AND

organizations or individuals that are duly licensed by Abinsi Solutions Group Inc.
to use Antix Services under the terms of this agreement

herein referred to as "**Customer**"

Antix and Customer agree that services will be provided by Antix. to Customer in accordance with the provisions of this hosting agreement ("**Hosting Agreement**"). This agreement references the Antix End User License Agreement ("**EULA**") that describes additional licencing terms associated with the use of Antix Services by Customer, its employees, its agents, and its customers. Service levels associated with the provision of Antix Services are described in the Antix Service Catalogue.

Effective Date: This agreement is effective on Commencement Date and will continue until terminated as defined within this agreement.

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1   Antix Hosting Agreement

Provider has developed the Antix software, an internet-based software service that supports the creation, management, and rendering of an internet website associated to a URL (registered Uniform Registered Locator) (referred herein as "**Antix Services**") (see https://Antix.ca). Licensed customers and un-registered users of the software ("Customer") are entitled to use Antix Services according to the terms of this non-transferrable, non-exclusive hosting agreement. Provider supports Antix Services according to this agreement.

1.1 Antix Authorized Reseller

Provider authorizes companies or individuals to resell Antix licenses to Customer ("**Antix Reseller**"). Provider does not warrantee any advice or services provided by a Antix Reseller. Antix Resellers have no claims to services provided through this agreement; this agreement is between Customer and Provider only.

Customer may assign an Antix Reseller to be their Authorized Contact. In this situation, Provider will respond to inquiries as if the Authorized Contact were an employee for Customer. Revoking assignment to a Antix Reseller will require formal consent from the owner of the internet domain name of the Antix website.

1.2 Authorized Contact

Each party will designate a contact consisting of name, mailing address, phone number, and email address to represent such party ("**Authorized Contact**") who shall be responsible for directing performance of such party's technical and contractual responsibilities for this Hosting Agreement.

All notices, demands or other communications including notices of address changes required or permitted to be sent hereunder shall be in writing, and sent either by email, personal delivery, or overnight courier to Authorized Contact. Any notice, demand or communication delivered in person, through a formal request sent to the Antix Service Desk, or by overnight courier shall be deemed to have been received on the day of its delivery and, if sent by email transmission, on the first business day following its transmission.

Customer may assign one or more individuals to be an Authorized Contact; however, if there is disagreement between one or more Authorized Contacts, Provider will seek clarification through written correspondence. If a dispute of authority is identified by Provider, the licensed contact for the software account will be contacted for final resolution. This process may delay the delivery of services provided by Provider. Delays of this nature are the responsibility of Customer.

1.3 Confidential Information

Provider and Customer covenant to hold in confidence any information that either party receives in hardcopy and/or electronic form relating to the other party that is clearly identified and marked as confidential or proprietary including information of a confidential nature given orally, provided it is reduced to writing and marked as confidential within 10 days of disclosure.

"Confidential Information" does not include information which: (a) is or becomes part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and obtained from sources other than the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; (d) is independently developed by the other party; or (e) is disclosed by operation of law. Provider and the Customer shall:

i. Maintain the confidentiality of Confidential Information;

ii. Not disclose or permit the disclosure of Confidential Information to any third party without first obtaining written permission from the other party;

iii. Not make use of Confidential Information other than as contemplated by this Hosting Agreement or agreed to statement of work;

iv. Comply with all reasonable rules or directions made or given by the other party with respect to safeguarding or ensuring the confidentiality of Confidential Information;

v. Notify the other party immediately upon discovery of any unauthorized use or disclosure of Confidential Information, and cooperate with the other party in every reasonable way to assist in regaining possession of such Confidential Information and prevent its further unauthorized used or disclosure; and

vi. Immediately return all originals, copies, reproductions and summaries in hard copy and/or electronic form of Confidential Information upon the termination of this Hosting Agreement, or upon the request of the other party, or, at the option and upon the request of the other party, certify destruction of the same.

Customer acknowledges and agrees that the logic, structure, sequence and organization of Antix Services are the valuable trade secrets of Provider. All information, data, drawings, specifications, documentation, software listings, source or object code relating to Antix Services which Provider may have imparted and/or may from time to time impart to Customer is proprietary and confidential.

Customer agrees to hold such trade secrets and proprietary information in confidence and further agrees to use the same solely in accordance with the provisions of this agreement. This obligation shall survive the termination of this agreement.

1.3.1 Additional Remedies

Provider and Customer agree that monetary damages may not be a sufficient remedy for the breach of any term of this agreement including, without limitation, the unauthorized use or disclosure of Confidential Information. Provider and Customer shall be entitled, without waiving any other rights or remedies, to such injunctive or other relief as may be deemed proper through the arbitration process defined herein.

1.4 Authorizations Assigned by this Agreement

Provider is authorized to make changes to Antix Services pursuant to this Hosting Agreement. All requests for support services, changes to configurations, or changes to access authority shall be initiated by an Authorized Contact. Provider will modify permissions to access Antix Services on written request by Authorized Contact or under the terms of this agreement.

1.5 Duration of This Agreement

This agreement is in effect for the period coinciding with the payment of services and will renew automatically unless terminated as defined herein. Provider reserves the right, in its sole discretion, to modify the terms of this agreement or make changes to services offered with these changes becoming effective on the next renewal period. Submission of payment for Antix Services shall constitute the continued acceptance of the terms of this agreement.

2 Payment for Antix Services

Customer agrees to pay fees for Antix Services as calculated at the rates and schedules published by Provider at the initial effective date of this agreement and when this agreement is renewed. Unless otherwise stated, all references to dollar amounts in this Hosting Agreement and its attached schedules shall be in US dollars (USD) net of applicable taxes.

2.1 Variable Charged Services

Customer may be charged for bandwidth and disk space usage above the licensed allowance defined in the chosen service package. Customer is responsible to monitor the amount of bandwidth of its account, on a daily basis. Provider has no obligation to warn Customer regarding the excess bandwidth usage.

2.2 Commencement Date

Antix Services, and the terms of this agreement shall start on the activation or upgrade of Customer's Publisher account. Customer recognizes that temporary hosting of Antix Services is restricted to testing purposes. Use of Antix Services for business purposes is not permitted when hosted from Provider's testing infrastructure.

2.3 Invoicing and Payment Terms

Services are charged in advance of receiving services on a monthly basis. Customer will indicate its preferred method of payment when Antix Services are initiated. The payment method may be changed through a written request to Provider. If payment is by credit card, Provider will debit the card automatically on the renewal date of this agreement; otherwise, Customer will be invoiced by email to the Authorized Contact 28 days in advance of the renewal date. Customer is responsible to notify Provider of any changes to the declared billing email account.

Incidental costs associated with Antix Services, but not included in this hosting agreement (including but not limited to advertising services, configuration requests, training, design services, SSL certificates and URL renewals) will be charged to Customer monthly on a separate consolidated invoice.

Provider will support reasonable administrative requests made by Customer; including provision of information supporting time-and-materials services. Customer agrees to pay late-payment charges calculated at 1.5% per month (19.02% per annum) on all past due amounts. A $45.00 service fee will be charged for each NSF cheque.

Customer agrees to pay all duties and taxes (including provincial sales taxes and federal goods and services taxes as well as any applicable U.S. state or U.S. federal taxes or duties) arising out of or in connection with the Services and/or Deliverables. It is the Customer's responsibility to provide any tax exemption numbers to Provider prior to invoicing.

2.4 Renewal Period

Any changes to the terms of this hosting agreement will be introduced automatically when Customer renews this agreement by making payments for services after the effective date of changes to this agreement. Pre-paid hosting services will not be affected until the end of pre-paid period.

2.5 Customer Request to Terminate Services

Customer may terminate this Hosting Agreement by sending Provider written notice 15 days prior to the requested end of service date. The agreement will terminate when Antix Services are stopped. Customer waives all refunds of pre-paid services when terminating this agreement.

2.6 Termination Due to Non-payment

In the event of non-payment by Customer, for any accounts with outstanding amounts **30** or more days past-due, Provider may suspend some or all Antix Services provided to Customer. The following schedule of actions may be undertaken by Provider:

1. 1 day past due: An interest charge of 1.5% of the past-due amount will be applied to Customer's account. Interest charges will be accrued on a monthly basis.
2. 30 days past due: Customer access to the Antix Publisher Console will be suspended. All service requests by Customer to Provider must be pre-paid. Any related pre-paid credits will be applied to the cost of servicing requests.
3. 90 days past due: All Antix content including Articles, Reels, Campaigns, Templates, and display board configurations will be removed from Antix servers (deleted). Provider does not warrantee the restoration of services once removed from its servers. This agreement is formally terminated.
4. Provider will contact a collection agency to recover unpaid monies owed.

The restoration of suspended services is the responsibility of Customer and will be charged on an hourly rate. ***Provider does not warrantee the restoration of Antix Services once removed from its servers.***

2.7 Termination Due to Bankruptcy

Provider may terminate this Hosting Agreement: (i) if any proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against Customer and the same is not dismissed within 30 days; (ii) if Customer makes an assignment for the benefit of creditors, becomes insolvent, commits any act of bankruptcy, ceases to do business as a going concern, or seeks any arrangement or compromise with its creditors; or (iii) if Customer breaches any material provision of any statement of work or this Hosting Agreement and fails to remedy such breach or provide a plan acceptable to Provider to cure such breach within 14 days after notice of the breach.

2.8 Termination Due to Breach of Terms

If Customer, or its employees or agents, fail to adhere to the terms of this hosting agreement, Provider, at its discretion, may immediately suspend some or all Antix Services, including internet access to website and email services hosted on behalf of Customer. Antix Services will be restored only when Customer and its employees or agents adhere to the terms of use outlined in this agreement. (This clause protects public interests against publication of inappropriate content, disclosure of private information, and disclose of financial information).

2.9 Content Deletion on Termination

On termination of this hosting agreement, Provider will remove all content associated with Customer's account from its servers. Prior to removal of Customer data, Customer may engage Provider under a separate agreement to provide a data archive for use by Customer. Customer recognizes that this data archive may not retain referential relationships within the data. Provider assumes no responsibility associated with the ability to reconstruct a data from the provided data archive.

Customer acknowledges that they are responsible for updates or removal of any content not hosted on Antix Servers. This data includes but is not limited to Google, YouTube, Facebook, Twitter, and other accounts managed by Customer.

3   Use of Antix Services

Customer agrees to use Antix Services as permitted by applicable local, provincial, state, and federal laws. Customer agrees, therefore, not to use these services to conduct any business or activity or solicit the performance of any activity that is prohibited by law, libellous, or against the terms of this Hosting Agreement. Customer is solely responsible for any legal liability resulting from the use of their website.

Customer represents and warrants to Provider that any material to which the public can link through, or any products or services made available to the public through their website, will not violate or contain any materials that are: unlawful, harmful, fraudulent, libellous, slanderous, threatening, misrepresentative, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racial, disputatious, argumentative, or otherwise objectionable, including, without limitation, any material that encourages conduct that would constitute a criminal offense, gives rise to civil liability, or otherwise violates any applicable local, provincial, state, national or international law.

Customer represents and warrants to Provider that it holds the necessary rights to permit the use of any of the items on their website, and, that the use, reproduction, distribution, transmission or display of

any data to the public, and any material to which the public can link through, or any products or services made available to the public through their website, will not violate or potentially violate any criminal laws or any rights of any third parties, including, but not limited to infringement or misappropriation of any copyright, patent, trademark, trade secret, other proprietary or property right.

3.1 Password Management

Customer agrees to maintain secure passwords to access Antix Services. Secure passwords are those that are at least 8 characters in length and contain upper and lowercase letters and numbers or other characters. Customer is solely responsible for controlling distribution and maintaining passwords to assure secure access to Antix Services. Customer will notify Provider immediately if a secure password has been compromised. ***Authorized Contacts are responsible for configuring, tracking, and assigning, revoking, and changing passwords used to secure Antix Services.***

3.2 Use of Materials

Antix Services can be used by Customer and the general public to upload or download materials in the public domain (e.g. images, text, and programs). Customer assumes all risks regarding the determination of whether the material is in the public domain.

Antix materials, including programs, data, structures, java script, and other resources used to provide Antix services shall not be analyzed, decompiled, or reverse engineered by Customer or any third party assigned by Customer.

As provided by Canadian federal law, United States federal law, and by International law, copyrighted materials (including but not limited to images, text, and programs) may not be copied or published by Customer without the permission of the copyright holder. Copyrighted materials, if allowed, may be downloaded for personal use. Except as expressly permitted, materials under copyright may not be distributed to others. Copyrighted material may not be changed nor can the author attribution notices or the copyright notices be modified.

3.3 Impact to Search Engine Ranking

Search engine ranking of Customer website(s) is performed by external parties and is not controlled by Antix Services. Provider assumes no responsibility for changes to search engine rankings as a result of changes to Customer content and/or changes to Antix hosting infrastructure.

3.4 Conformance to Privacy Legislation

Customer shall undertake responsible and transparent personal information management practices in a manner consistent with the provisions of the Personal Information Protection Act (Alberta) and/or other jurisdictions where it conducts business (the Personal Information Protection and Electronic Documents Act (Canada). Provider shall not be held responsible for breaches of privacy by Customer.

3.5 Operations of the Antix Online Store

Antix Services optionally include an online store capable of listing and selling items through eCommerce ("**Antix Store**"). Antix Store is a secure service that is supported by one or more payment methods including PayPal, Visa, and cheque ("**Merchant Account**"). Customer recognizes that operating Antix Store involves management of confidential information and processes are subject to PCI regulations for online commerce transactions.

It is incumbent on Customer to conduct commercial operations of an online store in a secure manner. Damage to the business of Customer is not limited to equipment damage. Theft or loss of data due to a security breach is not the responsibility of Provider.

Customer is entitled to operate one business per license of Antix Services. Customer may not extend Antix Store services to other parties (e.g. act as an online agent for a third party).

3.5.1 Business interruption

Provider is not responsible for any costs or lost opportunities associated with the interruption of Antix Store availability. Customer is responsible to notify Antix of interruptions when they occur. Servicing of third party software or incompatible business practices arising from use of Merchant Accounts in conjunction with Store shall be the responsibility of the Customer.

3.5.2 Fraud

Customer shall be responsible for all commercial activities undertaken through Antix Store. Provider shall in no way be responsible for unfulfilled commercial or other agreements transacted through Antix Store.

3.5.3 Service Delivery

Customer is wholly responsible for the delivery of all products and services sold through Antix Store. Customer recognizes that Provider has no responsibility associated with the delivery of products and services advertised or sold on Store.

3.6 Abuse of Antix Services

PROVIDER ASSUMES NO LIABILITY OR RESPONSIBILITY TO ANY PERSON OR PARTY FOR ANY VIOLATION OF THIS HOSTING AGREEMENT BY ANY OTHER PERSON OR PARTY. IT IS THE POLICY OF PROVIDER, BUT NOT ITS OBLIGATION, TO MONITOR ITS NETWORK FOR POTENTIAL, ALLEGED, OR ACTUAL VIOLATIONS OF THIS HOSTING AGREEMENT AND TO CANCEL EGREGIOUS OR REPEAT OFFENDERS OF HOSTING AGREEMENT WITHOUT PRIOR NOTICE.

Any use of Antix Services by Customer that disrupts the normal use of Provider's hosting infrastructure is considered to be abuse of Antix Services. Provider reserves the right to restrict access to Antix Services provided to Customer until corrective actions are implemented. Examples of system abuse include, but are not limited to:

- Spam to solicit an advance fee in return for monetary gain.
- Hosting, distributing, or linking from a site to pornography involving a person under legal age.
- Sending email containing or linking to pornography involving a person under legal age.
- Hosting, distributing, or linking to copyright infringed materials.
- Brute force access of secured network devices.
- Denial of service attack of network devices.
- Faking an IP address, hostname, e-mail address, or header.
- Hosting or linking to a website intended to deceive the public.
- Circumventing security systems of network devices.
- Hosting or linking to a website of high yield investment program, Ponzi Scheme, or Pyramid Scheme.
- Hosting, Distributing, or Linking to Stolen Account Identification Information.
- Hosting, Distributing, or Linking to Exploits, Trojans, Viruses, or Worms.
- A vain, obscene, or malicious host name or domain name.
- Identity theft by email under false pretense.
- Use of a third-party proxy vulnerability or trojan.

- Probing for vulnerabilities of network devices.
- Sending high volume spam.
- Unsolicited bulk email.
- Hosting, distributing, or Linking to Email Address Lists for Spam.
- Posting the same message repeatedly in any newsgroup or to multiple newsgroups or posting an off-topic message to a newsgroup.
- Hosting or Linking to a Site Advocating Terrorism.
- Hosting, Distributing, or Linking to Cracking, DoS, Forgery, Infection, or Scanning Software or Instruction.
- Hosting, Distributing, or Linking to Trade Mark Infringed Materials.
- Use of a Web Spider, Crawler, or Bot for Unauthorized Connection to 3rd Party Web Servers.

Unethical and criminal activities involving Antix Services are considered to be abuse. Customer is required to report to Provider any information it may have concerning instances in which Antix Services have been used outside the terms of this agreement.

Provider will notify Customer if it is aware of possible abuse of Antix Services. Provider will initiate an investigation to determine the root-cause and initiate corrective actions.

In order to prevent possible unauthorized activity, Provider may temporarily suspend Antix Services while investigating the source and impact of unauthorized use. Confirmation of violations may result in cancellation of Antix Services and the initiation of criminal prosecution.

Violations of our terms of use should be reported to Support@Antix.ca

4 Provisioning Antix Services

Antix Services are provided through Provider's hosting infrastructure that includes physical data servers located in Canada. Antix Services also rely on internet connectivity, security services, caching & CDN services, 3rd party software, and operational support provided by the Antix support team.

4.1 Third Party Services

Provider may, on request by Customer, act on behalf of Customer to secure and/or renew third party services including SSL Certificates, domain name registrations, and network connectivity. Customer acknowledges Provider's position as registrant and agrees to abide by the terms of use of these external services. Upon registering a domain name for Customer, Customer will be subject to the Terms and Conditions of InterNIC and other registries as applicable.

4.2 Scheduled Outages

Provider, as part of its hosting services, periodically makes changes to software, data, and equipment used to provide Antix Services ("**Scheduled Outages**"). Provider reserves the right to schedule periodic maintenance outages in order to update equipment and software.

4.3 Unscheduled Outages

In some circumstances, the stability or availability of Antix Services may be compromised due to network infrastructure, human error, or technical risk ("**Unscheduled Outages**"). Customer acknowledges that in these situations Provider may disable all or parts of Antix services in order to restore stable operations.

4.4 Work on Customer Premises

Where any services are to be performed at the Customer's premises, Customer shall, subject to Customer's reasonable security requirements, allow Provider personnel access to the area(s) where the services are to be performed and will provide adequate office accommodation and facilities for any Provider personnel working on its premises.

Customer will provide all necessary cooperation, information, equipment, data and support that may be reasonably required by Provider during the performance of its obligations under a statement of work, including access to suitably configured computer products at such times as mutually agreed to by Provider and Customer.

4.4.1 Access to Customer Data

During the regular operations of Antix Services, Provider may have access to data held on behalf of Customer. Access to this data is restricted to the purposes of operating Antix Services. All data belonging to Customer is classified as Confidential and is managed following Provider's processes to manage confidential information.

5 Ownership

Ownership of any deliverable or work product provided by Provider to Customer pursuant to any services shall be as stipulated in a statement of work. Notwithstanding any provision of any statement of work to the contrary, Development Tools (as hereinafter defined) shall be and shall remain the sole property of Provider, and Customer shall have no interest therein or claim thereto. In addition, again notwithstanding any provision of any statement of work to the contrary, Provider shall be free to use any ideas, concepts, processes or know-how conceived, developed, created, generated, produced or reduced to practice by Provider or its personnel, alone or jointly with others, during the performance of the services associated with this agreement. For purposes of this agreement, "Development Tools" means any technical designs, software routines, software libraries, software utilities, methodologies, templates, processes or technologies created, adapted or used by Provider in its business generally or in relation to the performance of the Services, including all associated intellectual property rights of any nature whatsoever.

5.1 Customer Materials

Customer retains ownership of materials created by Customer. Customer is responsible for distribution of its materials including copying and publishing materials through a Antix Services. Customer is responsible for managing copyright and confidentiality restrictions of third-party content it copies to and publishes on Antix Services. Customer recognizes that materials copied to Antix Services can be accessed, viewed, and downloaded through internet browsing and file copying; and that content by default is available to the public.

Customer may not claim damages associated with the distribution of Customer content copied to the Antix hosting infrastructure.

5.2 License to Use Antix Services

Antix Services are provided by Provider through a license for use only. Ownership of all assets, copyrights, and moral rights remain in the control of Provide. Customer is not entitled to any ownership rights through this agreement to license Antix Services.

5.3 IP Addresses

Provider maintains control and ownership of any and all Url or IP addresses that may be assigned to Customer. Provider reserves in its sole discretion the right to change or remove any Url or IP addresses. Customer will have no right to use an assigned IP numbers except as allowed by Provider in its sole discretion in connection with this agreement.

6 Limitation of Liability

Customer acknowledges that information available through interconnected networks may not be accurate. Provider has no ability or authority over interconnected networks and makes no warranty of any kind, either expressed or implied, regarding the quality, accuracy, or validity of the data and/or information residing on or passing through these networks. Use of information obtained from or through Antix Services is at the risk of Customer.

Customer acknowledges and agrees that the fees payable by it to Provider pursuant to this Hosting Agreement and any statement of work have been or will be negotiated based upon a specific risk allocation between Provider and the Customer, and that Provider would not have entered into this Hosting Agreement and will not enter into any statement of work but for the specific understanding reached with Customer as to certain risks as set forth in this section.

6.1 No Liability for Indirect Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT AND UNDER NO LEGAL THEORY SHALL PROVIDER BE LIABLE TO CUSTOMER FOR ANY BUSINESS LOSS, REVENUES DECREASE, LOSS OF GOODWILL, EXPENSES INCREASE, COSTS OF SUBSTITUTE PRODUCTS/SERVICES, OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE USE OF, OR INABILITY TO USE, ANY OF PROVIDER'S SERVICES, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL PROVIDER'S LIABILITY EXCEED THE MONTHLY FEE PAID BY CUSTOMER. THIS LIMITATION OF LIABILITY AND RISKS IS REFLECTED IN THE PRICE OF PROVIDER'S SERVICES.

6.2 Limited Liability for Direct Damages

Regardless of circumstances, the cumulative liability of Provider for direct losses or damages arising out of or resulting from this Hosting Agreement or any statement of work, any use of or inability to use the services and/or any deliverable or otherwise, shall in no event exceed the fees paid for any deficient services or deliverables under the relevant statement of work.

Provider makes no warranty of any kind, either expressed or implied, regarding the quality, accuracy, reliability, or validity for Antix Services. Provider specifically disclaims all warranties of merchantability and fitness for a particular purpose. The use of Antix Services is at the risk of Customer.

Customer understands, agrees and acknowledges that Provider will use its best efforts to maintain a fulltime Internet presence for Customer. Antix Services may be unavailable due to, but not limited to,

utility interruption, equipment failure, natural disaster, acts of God, or human error. Customer agrees that these events may or may not occur and Customer will hold Provider, its subsidiaries, affiliates, executives, directors, officers, managers, employees, successors, and agents, free and harmless from any damages incurred in any event of any type of loss resulting from any reason whatsoever.

6.3 Indemnification

Customer agrees to indemnify and to hold Provider, and any third-party entities it contracts, harmless from and against any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses arising out of or related to Customer's breach of any of the foregoing representations and warranties, or any other third party claim with respect thereto.

7 Warranty

Provider warrants for a period of 30 days from commencement of Antix Services that Antix Services will be performed consistent with generally accepted industry standards. This warranty shall be conclusively deemed to be satisfied unless Customer notifies Provider in writing of any warranty-related deficiencies within the said period.

The above warranty is exclusive and in lieu of all other warranties or conditions, whether express of implied, statutory or otherwise, including the implied warranties or conditions of merchantable quality, merchantability and fitness for a particular purpose. Should Provider be in breach of this warranty, Customer's exclusive remedy and Provider's entire liability shall be the re-performance of the services. If Provider is unable to perform the services or provide the deliverables as warranted, Customer shall be entitled to recover the fees paid for the deficient services or deliverables under the relevant statement of work.

8 Miscellaneous Provisions

a) Neither this Hosting Agreement nor any statement of work issued pursuant hereto may be assigned by Customer without the prior express written consent of Provider.

b) This Hosting Agreement neither constitutes either party as the agent or legal representative of the other nor creates a partnership or joint venture under any statement of work. Provider shall provide Antix Services and deliverables as an independent contractor.

c) No term or provision of this Hosting Agreement or a signed statement of work shall be deemed waived by either party, and no breach excused by either party, unless the waiver or consent shall be in writing signed by the party granting such waiver or consent. If any provision of a

statement of work or this Hosting Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

d) Nothing in this Hosting Agreement shall give either party the right to use the trademark(s) of the other party without that party's prior written consent.

e) Time shall be of the essence.

f) Either in whole or in part, without the prior consent of Customer, Provider may assign its rights and obligations under this Agreement to a third party in connection with a merger, consolidation, or sale of all or substantially all of Provider 's assets or other corporate reorganization.

g) Any agreement, arising from the business relationships between Provider and Customer, will be governed by and construed in accordance with the laws of the Province of Alberta, Canada, without reference to its conflicts of laws principles. Customer agrees that any litigation or arbitration between the parties will take place in Alberta, Canada, and consents to personal jurisdiction and venue in that Province.

8.1 Arbitration

If any dispute arises out of or in connection with this Hosting Agreement, including any question regarding its existence, validity, breach or termination, Customer and Provider will negotiate in good faith to resolve the dispute. If the parties are unable to resolve the dispute, the dispute shall be referred to and finally resolved by arbitration, subject to the provisions of this Hosting Agreement.

The party wishing to initiate arbitration may, by notice to the other party, refer the matter in dispute to arbitration. Such notice shall set forth a brief description of the matter to be submitted for arbitration. The parties shall, within twenty one (21) days after receiving such notice, negotiate in good faith to select and agree upon an arbitrator. If the parties are unable to agree on the selection of an arbitrator within the said 21 days, the parties or either one of them may apply to the Court of King's Bench of Alberta to have the arbitrator appointed. The arbitration shall take place at the City of Edmonton, Alberta and the provisions of the Arbitration Act, Alberta, shall apply. The language of the arbitration shall be English. Within thirty (30) days of selection of the arbitrator, each party to the arbitration shall submit to the arbitrator and to the other party, a statement of facts upon which such party relies, together with such supporting documentation or evidence as may be reasonably expected to enable the arbitrator to understand the issue in dispute from the perspective of such party. Within sixty (60) days of its selection, the arbitrator shall convene a hearing to determine the issues. Both parties shall be entitled to be represented by counsel at such hearing. The costs of the arbitration shall be borne by the parties in the manner specified by the arbitrator.

Except as provided in this Hosting Agreement, and for the purpose of enforcing any award by an arbitrator appointed pursuant to this Hosting Agreement, neither party shall commence, carry on or

maintain any action in any court of law in any jurisdiction with respect to any matter of the nature hereby agreed to be submitted to mediation and arbitration.

Excluded from the requirement to arbitrate under this hosting Agreement will be any lawsuits involving third parties, intellectual property claims whether initiated by third parties or by the parties to this Hosting Agreement.