



PARTNER MASTER SERVICE AGREEMENT

IMPORTANT: PLEASE READ VERY CAREFULLY THESE TERMS AND CONDITIONS BEFORE JOINING SHERWEB'S PARTNER PROGRAM OR USING SHERWEB'S SERVICES. SUCH TERMS AND CONDITIONS FORM A LEGALLY BINDING AGREEMENT BETWEEN YOU, THE RECIPIENT AND PAYOR OF THE SERVICES ("YOU" OR "YOUR"), AND SHERWEB INC. ("SHERWEB"). IN THIS AGREEMENT, EACH OF SHERWEB AND YOU MAY BE REFERRED TO AS A "PARTY" AND COLLECTIVELY AS "PARTIES." IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, DO NOT CHECK THE "I HAVE READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS" BOX, CLOSE YOUR BROWSER AND DO NOT PROCEED WITH ORDERING OR USING THE SERVICES.

By checking the "I have read, understand and accept the Terms and Conditions" box when registering to the Partner Program, by logging in on SherWeb administrative web Portal or by placing an order for any Services, You expressly agree to be bound by (i) all of the terms and conditions of this Partner Master Service Agreement with SherWeb ("MSA") and (ii) by the following documents: (a) Service Schedule(s) (as defined below) for all Services that may be sold hereunder; (b) [SherWeb Privacy Policy](#); (c) [SherWeb Acceptable Use Policy](#); (d) [SherWeb No-Spam Policy](#); (e) [SherWeb Trademark Guidelines](#); and (f) any other document incorporated by reference into any of these documents. All of the above referenced documents, including their attachments, if any, are expressly incorporated herein by reference and are collectively referred to as the "Agreement." Current copies of these documents are located at <http://www.sherweb.com/legal>.

SherWeb may, from time to time, update, revise, supplement and otherwise amend the Agreement or any document forming part of the Agreement by giving You notice. SherWeb will notify You of any amendments by email or by posting the new version on SherWeb's website at <http://www.sherweb.com/legal> or at any other location communicated to You by SherWeb. Such changes will take effect immediately, unless otherwise indicated by SherWeb. You can review the most current versions of the Agreement and any document forming part of the Agreement at any time on SherWeb's website at <http://www.sherweb.com/legal>, or at any other location communicated to You by SherWeb. **Your continued participation in the Program after SherWeb posts a new version of the Agreement or any document forming part of the Agreement will constitute Your acceptance of the updated Agreement. If You do not wish to accept the updated Agreement, You may terminate the Agreement by giving written notice to SherWeb without SherWeb incurring any liability whatsoever.**

Only one of Your authorized representatives may execute the Agreement. If you are an individual entering into the Agreement on behalf of a legal entity, you represent and warrant that you have the authority to bind such entity to the Agreement. If you do not have such authority, neither you nor such entity may accept the Agreement or use the Services.

BACKGROUND:

- I. SherWeb offers certain hosted products and services, including hosted Exchange, Web Hosting, SharePoint Hosting, Hosted CRM, Microsoft Online Services and Cloud PBX Services, provided by SherWeb and/or Third-Party Suppliers, as well as a proprietary control panel to enable Partners and their Customers to monitor and control use of the Services;
- II. You desire, and SherWeb is willing to grant You one or more of the following rights in relation to the Program for which You are registered:
 - (a) If under the Reseller Program: a right to resell the Services as white-labelled applications to Customers, in accordance with this Agreement;

- (b) If under the Distributor Program: a right to resell the Services as co-branded applications to Customers, in accordance with this Agreement;
- (c) If under the Advisor Program: a right to be compensated for referrals resulting in a sale by SherWeb of the Services to Customers identified by Advisor, in accordance with the Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Definitions

Whenever used in the Agreement, the following capitalized terms shall have the respective meaning specified below:

- (a) **“Account”** means the account created with SherWeb in connection with the Agreement that relates to Your subscription to, purchase, resale, distribution, promotion or use of the Services.
- (b) **“Account Information”** means any information required in connection with or associated to Your Account, including Your Account Users, contact information, address, access information, Account number, login names, passwords, credit card and other financial information, security questions and their respective answers, Your Customers, and any other similar information.
- (c) **“Account User”** means any of Your employees, consultants or independent contractors to whom You grant administrative permission to access the Portal, including the right to create, modify and delete Customer accounts, as well as the right to access and modify Your billing information and other functionalities available through the Portal.
- (d) **“Affiliate”** means any legal entity that an Entity owns, that owns an Entity, or that is under common ownership with an Entity. “Ownership” means, for purposes of this definition, control of more than a 50% interest in an entity.
- (e) **“Agreement”** means, collectively and as amended, (i) this MSA, (ii) any documents incorporated by reference into this MSA and (iii) their respective attachments, if any.
- (f) **“Applicable Law”** means any and all applicable laws, rules and regulations, including any order, rule or decision of a governmental authority, Data Protection Law, as well as all standards and guidelines established by any authoritative industry organizations, and customary industry practices in any relevant jurisdiction.
- (g) **“AUP”** means SherWeb’s Acceptable Use Policy located [here](#). The AUP shall be deemed a part of and shall be incorporated by reference into the Agreement.
- (h) **“Business Day”** means any day other than a Saturday, Sunday or any statutory holiday in the Province of Québec.
- (i) **“Claim”** or **“Claims”** means any claim, demand, action, suit, cause of action, assessment or reassessment, charge, judgment, debt, liability, expense, cost, damage or loss, direct or indirect, contingent or otherwise, including loss of value, reasonable professional fees, including fees of legal counsel on a lawyer-and-client basis, and all costs incurred in investigating or pursuing any of the foregoing or in any proceedings relating to any of the foregoing.
- (j) **“Commission”** means all one-time and recurring payments and commissions that are contemplated to be paid by SherWeb to Advisor under the Advisor Program, or such other percentage of commission as agreed to in writing by SherWeb and You.

- (k) **“Confidential Information”** means all non-public technical information and business information, programming, software code, trade secrets, marketing strategies, software, documentation, financial information, know-how, and any other information which in the circumstances of its disclosure could reasonably be viewed as confidential. Confidential Information shall not include information that (a) is or becomes a part of the public domain through no act, omission, or breach of the Agreement by the Receiving Party (as defined below), (b) was in the Receiving Party’s lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party (as defined below) or obtained subject to an obligation to keep it confidential, (c) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure or (d) is independently developed by the Receiving Party, provided that the foregoing shall not be deemed to permit the use or disclosure of information in breach of Applicable Law. Your Confidential Information includes Service Data.
- (l) **“Customer Data”** means any Service Data received by Partner from, or maintained by Partner on behalf of, a Customer in connection with the Services.
- (m) **“Customer”** means any Entity to whom Partner is permitted to resell the Services in accordance with this Agreement.
- (n) **“Customer Agreement”** means the written agreement entered into between You and the Customer for the Services, which agreement shall include terms which are no less onerous than those set out in SherWeb’s Master Service Agreement reproduced [here](#), the documents incorporated thereto including, if applicable, the Microsoft Cloud Agreement, and any other agreement and document that are required to provide the Services, each as amended by SherWeb from time to time in accordance with the Agreement.
- (o) **“Data Protection Law”** means any laws, rules and regulations applicable to You or SherWeb, relating to data security, data protection or privacy.
- (p) **“End-User”** means any Customer’s individual end users who use the Services.
- (q) **“Entity”** means a corporation, company, cooperative, partnership, trust, unincorporated association, entity with legal personality or governmental authority or body, or any other legal entity.
- (r) **“Feedback”** means any suggestions, enhancement requests, recommendations or other feedback provided by You, Your Account Users or Your Customers to SherWeb in connection with the Services.
- (s) **“Fees”** means the fees payable for the Services, as set forth in Your Service Plan(s).
- (t) **“Includes”** and **“including”** mean “including (or includes) without limitation”.
- (u) **“Intellectual Property”** means anything that is or may be protected by any Intellectual Property Rights, including, without limitation, all software, inventions, algorithms, architecture, class libraries, databases, objects and documentation (both printed and electronic), design, industrial design, hardware design, logos, structure, know-how, business methods, utility models, trade secrets, works, performances, trade-marks (including trade names and service marks), domain names, and Confidential Information, as applicable.
- (v) **“Intellectual Property Rights”** means all rights protectable by copyright, trade-mark, patent, industrial design or trade secret, and other intellectual property rights under Applicable Law.
- (w) **“Marks”** means the trade-marks, service marks and trade names, whether or not registered.
- (x) **“Marketing Materials”** means current and material information and product documentation relating to the Services, which may include: (i) appropriate collateral materials (i.e. product one pager, user guide, case studies, training videos, FAQ, success stories and competitive reports); (ii) demonstrations to aid in the sale

and marketing of the Services and recorded video of a client demonstration made by SherWeb; and (iii) researches made or published with respect to on-demand content publishing.

- (y) **“MCA Acceptance Confirmation”** means the confirmation of Customer’s acceptance of the MCA along with the date of the MCA acceptance by Customer and the first name, last name and email address of the individual who has accepted the MCA on behalf of the Customer.
- (z) **“Microsoft Cloud Agreement”** or **“MCA”** means the latest version of the Microsoft Cloud Agreement applicable to the End Users located [here](#) including all policies, terms and agreements referenced therein. The Microsoft Cloud shall be deemed a part of and shall be incorporated by reference into the Customer Agreement.
- (aa) **“Net Revenue”** means, for the purposes of the Advisor Program, the aggregate of all royalties, fees and other amounts actually received by SherWeb from End-Customers in consideration for the Services, excluding taxes.
- (bb) **“NFR Program”** refers to the Not For Resale program which enables Partners to use certain Services at a discount as per the NFR Program Guide.
- (cc) **“NFR Services”** mean Services purchased by Partner under the NFR Program.
- (dd) **“NFR Program Guide ”** means the Not For Resale program guide available in the Partner Toolbox. The NFR Program Guide shall be deemed a part of and shall be incorporated by reference into the Agreement.
- (ee) **“No-Spam Policy”** means SherWeb’s No-Spam Policy located [here](#). The No-Spam Policy shall be deemed a part of and shall be incorporated by reference into the Agreement.
- (ff) **“Partner Toolbox”** means the web-based toolbox made available exclusively to SherWeb’s Partners and which contains guidance and resources to help Partners get started, build, sell, and market the Services under the Partner Program.
- (gg) **“Personal Data”** means means any information relating to an identified or identifiable natural person.
- (hh) **“Portal”** means the applicable SherWeb administrative web portal located [here](#), based on Your Account.
- (ii) **“Privacy Policy”** means SherWeb’s privacy policy located [here](#), including the Service Data Privacy Statement. The Privacy Policy shall be deemed a part of and shall be incorporated by reference into the Agreement.
- (jj) **“Program”** or **“Programs”** means, depending on the context, one or all of the Reseller programs, Distributor programs and the Advisor program available at <http://www.sherweb.com/partner-with-sherweb>, which are designed to govern SherWeb’s relationship with the following categories of partners:
 - (i) **“Advisor”** means a partner that has been granted and accepted an appointment as a non-exclusive referral agent to SherWeb for the sale of the Services under SherWeb’s Advisor Program available at <http://www.sherweb.com/reseller-program/advisor>.
 - (ii) **“Distributor”** means a partner that has been granted and accepted an appointment as a non-exclusive distributor of the Services in the form of co-branded applications to Customers or Sub-Distributors under SherWeb’s Distributor Program. It should be noted that entities that are referred to in the Agreement as “Sub-Distributors” under the Distributor Program may be referred to as resellers under the program itself available at <http://www.sherweb.com/reseller-program/distributor> and should not be confused with Sub-Resellers under the Reseller Program.

- (iii) **“Reseller”** means a partner that has been granted and accepted an appointment as a non-exclusive reseller of the Services as white-label applications to Customers and Sub-Resellers under SherWeb’s Reseller Program. It should be noted that entities that are referred to in the Agreement as “Sub-Distributors” under the Distributor Program may be referred to as resellers under the program itself available at <http://www.sherweb.com/reseller-program>.
- (kk) **“Property Assets”** means any and all Services, components of the Services, Third-Party Services, Marketing Material, Intellectual Property and other property made available to You or Your Customers in connection with the Services, whether owned by SherWeb, a Third-Party Supplier or licensed to SherWeb by a third party.
- (ll) **“Processing/To Process/Processed”** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.
- (mm) **“Public Sector Entity”** means any federal, state, provincial, local or other government Entity (or representatives of such Entities), excluding any non-profit Entity (as defined under Applicable Law).
- (nn) **“Service”** means any and all cloud and software services and products, as such services and products are offered from time-to-time by SherWeb and subscribed to, purchased, used, resold, distributed or promoted by You pursuant to the Agreement, and which may include Third-Party Services.
- (oo) **“Service Availability”** means, for a particular Service, the ability for any End-User to access and use such Service.
- (pp) **“Service Data”** means all data provided to SherWeb, placed on SherWeb’s servers, or used, posted, stored or otherwise transferred or transmitted to SherWeb in connection with the Services, including text, sound, video or image file, material, product, content, IP address and similar address, recording, message, software, Account Information, account-related setting, Customer Data and which may include, without limitation, Personal Data.
- (qq) **“Service Data Privacy Statement”** means SherWeb Privacy Statement located [here](#) with regard to Service Data processed on Your behalf during provision of the Services and that is intended to supplement and clarify the SherWeb Privacy Policy. The Service Data Privacy Statement shall be deemed a part of and shall be incorporated by reference into the Agreement.
- (rr) **“Service Outage”** means a period of time during which a Service is unavailable resulting in a degradation of the Service that has a material adverse effect on You.
- (ss) **“Service Plan”** means the service plan set forth and accepted by You upon ordering any Service, and which describes the Services selected and ordered by You, their corresponding itemized fees and the applicable Term. Your Service Plan can be found at any time on the Portal.
- (tt) **“Service Schedule(s)”** means the Service-specific product terms located [here](#) that specifically describe the Services used by You under the Agreement, including without limitation, service descriptions, specific terms and conditions, service availability warranty and other terms. Each Service Schedule shall be deemed a part of and incorporated by reference into the Agreement.
- (uu) **“Sub-Distributor”** means a business entity You have appointed as a distributor of the Services in the form of co-branded applications to Customers under SherWeb’s Distributor Program, in compliance with the terms of the Agreement.

- (vv) **“Sub-Reseller”** means a business entity You have appointed as a reseller of the Services as white-label applications to Customers under SherWeb’s Reseller Program, in compliance with the terms of the Agreement.
- (ww) **“Taxes”** means all national, provincial and municipal, income, franchise, consumption, business, gross receipt, property, sales, use, excise, value-added, goods and services taxes, and all other similar taxes, duties, fees, charges or surcharges whether now or hereafter enacted, however designated, imposed on or based on the provision, sale or use of the Services.
- (xx) **“Technical Support”** means technical assistance and support services provided in connection with the Services, which may be related to (but not limited to) the Account set-up and configuration, access to the Services, and the resolution of other technical issues related to the Services.
- (yy) **“Term”** means the period of time between the Effective Date (as defined above) and the expiration or termination of the Agreement.
- (zz) **“Third-Party Services”** means any software, services or products that are owned by a Third-Party Supplier and that are provided, made available, displayed, run or accessed through the Services.
- (aaa) **“Third-Party Supplier”** means any vendor or licensor of software, services or products included in the Services, and any of its Affiliates.
- (bbb) **“Trademark Guidelines”** means SherWeb’s guidelines for the use of SherWeb’s trademarks located [here](#). The Trademark Guidelines shall be deemed a part of and shall be incorporated by reference into the Agreement.
- (ccc) **“You”** or **“Your”** means the Entity on whose behalf the Agreement is accepted.

2. Appointment

2.1. Grant of Rights. Subject to the terms and conditions of the Agreement, SherWeb hereby appoints You and You hereby accept such appointment as follows :

- (a) If under the Reseller Program: SherWeb hereby appoints You as SherWeb’s non-exclusive reseller and grants You the limited, non-exclusive, non-transferable, non-sublicensable and revocable right to promote and resell the Services as white-labelled services to Customers under the terms provided herein. As a Reseller, You or Your Sub-Resellers will provide Services to Customers through a web portal or online marketplace with Your own branding or Your Sub-Reseller’s branding, provided that You shall be wholly responsible for any trade-marks used for such branding, including any claims of infringement of any third party’s trade-marks. You shall not alter, obscure or remove any branding, copyright, trade-mark or patent notice of SherWeb or any third-party on the Services, and You shall comply at all times with the Trademark Guidelines.
- (b) If under the Distributor Program: SherWeb hereby appoints You as SherWeb’s non-exclusive distributor of the Services and grants You the limited, non-exclusive, non-transferable, non-sublicensable, and revocable right to distribute the Services as co-branded applications to Customers, under the terms provided herein. As a Distributor, You and Your Sub-Distributors will provide the Services to Customers through a web portal or online marketplace co-branded along with SherWeb’s branding, showing Distributor’s branding (or Sub-Distributor’s branding) “Hosted by SherWeb”, provided that You shall be wholly responsible for any trade-marks used for such co-branding, including any claims of infringement of third party trade-marks, unless such infringement relates solely to SherWeb’s trade-marks. SherWeb shall work together with You to achieve mutually satisfactory display of both Parties’ branding. However, You shall not alter, obscure or remove any branding, copyright, trade-marks, or patent notices of SherWeb or of any third-party on the Services, and You shall comply at all times with the Trademark Guidelines.

(c) If under the Advisor Program: SherWeb hereby appoints You as SherWeb's non-exclusive referral agent of the Services and grants You the limited, non-exclusive, non-transferable, non-sublicensable, and revocable right to promote the Services and refer SherWeb to Customers under the terms provided herein. As an Advisor, You have no authority to bind SherWeb or enter into an agreement on behalf of SherWeb.

2.2. Marketing Materials. In the context of this Agreement, SherWeb may provide You with Marketing Materials. SherWeb hereby grants You, and You hereby accept, a non-exclusive, limited, worldwide, royalty-free, fully paid-up, revocable and non-transferable license, for the Term, to use, reproduce and distribute the SherWeb Marketing Material to prospective or current End-Customers, for the sole purpose of marketing and distributing the Services under this Agreement.

2.3. Limitation. The grant of rights under this Section 2 is reserved for Entities that are providing services to multiple Customers in a competitive market. The Agreement is not to be used by Entities that are not at arm's length with Customers or that, whether directly or indirectly, control or are controlled by an Customer in order to gain advantageous pricing. If SherWeb determines, in its sole discretion, that You infringe this requirement, SherWeb shall be entitled to refuse Your participation in the Program and to terminate the Agreement upon five (5) days' notice.

2.4. NFR Program. To be eligible for the NFR Program, You must at all times (unless otherwise approved by SherWeb) meet the minimum requirements and eligibility criteria for participation as set forth in the NFR Program Guide. Use of the NFR Services is subject to the terms of this Agreement, including the terms of the NFR Program Guide. SherWeb may discontinue, or change the terms of, its NFR Program, and may terminate Your participation into the NFR Program at any time.

3. **Reseller and Distributor Obligations**

3.1. Customer Agreement. You agree to comply with the terms and conditions of the Agreement and with all applicable SherWeb procedures and policies that further define the provision and use of the Services. If You are a Reseller or Distributor, You are solely responsible to ensure that, for each Customer: (i) prior to accessing the Services, the Customer agrees to, and is legally bound, with You or with Your Sub-Reseller or Sub-Distributor, as the case may be, by the Customer Agreement; (ii) the Customer Agreement is effective and binding in all applicable jurisdictions; (iv) Services will only be provided to such Customer; (iii) the Customer complies at all times with the terms of the Customer Agreement (including enforcing, at Your own expense, the terms of the Customer Agreement); and (v) You will promptly notify SherWeb about any known or suspected violations by the Customer of the terms and conditions of the Customer Agreement. You acknowledge and agree that (a) SherWeb shall be deemed to be a third-party beneficiary of the Customer Agreement and You will use Your reasonable efforts, at Your own expense, to assist SherWeb in enforcing the terms of the Customer Agreement and that (b) the acts or omissions of any of Your Customers in connection with the Services shall be deemed to be acts or omissions by You and any breach by Your Customer of the Customer Agreement shall be deemed to be a breach by You.

3.2. Additional Responsibilities with Respect to Microsoft Online Services. When Your Customer subscribes to Microsoft Online Services, You must provide the MCA Acceptance Confirmation to SherWeb. The initial MCA Acceptance Confirmation must be done when You want to make the following transactions: (i) a new Customer subscribes to Microsoft Online Services; and (ii) an existing Customer completes new purchases of Microsoft Online Services or updates seat count to its existing subscriptions to Microsoft Online Services. If Microsoft updates the MCA and You want to complete new purchases of Microsoft Online Services for an existing Customer or update seat count to its current subscriptions, You will have to: (i) ensure that Your existing Customer accepts the updated MCA; and (ii) provide the updated MCA Acceptance Confirmation to SherWeb. You hereby represent and warrant that any MCA Acceptance Confirmation provided to SherWeb is true, complete and accurate.

3.3. Additional Responsibilities with Respect to Cloud PBX Services Only. If You are a Reseller or Distributor, You are solely responsible to ensure that: (i) prior to accessing the Cloud PBX Services, each Customer receives required

notifications and disclosures in compliance with Applicable Law regarding any limitations that may exist with respect to the 911 service; (ii) You obtain written affirmative acknowledgements, in compliance with federal and relevant state law, from all Customers that subscribe to Cloud PBX Services regarding the limitations of access to emergency services associated with the service; (iii) You keep a record of such affirmative acknowledgements as required by Applicable Law; and (iv) Cloud PBX Services are only provided to such Customers that have provided their express written consent with respect to the 911 service limitations. You acknowledge and agree that You shall not resell Cloud PBX Services to an Customer located outside the territories of Canada and the United States of America.

3.4. Additional Responsibilities with respect to Google Products Only. Google Products are strictly reserved to non-governmental organizations. Therefore, if You are a Reseller or Distributor, You are not entitled to resell or distribute Google Products to a Public Sector Entity. You are solely responsible to ensure that Your Customers are not Public Sector Entities.

3.4. Sub-Resellers and Sub-Distributors. If You are a Reseller or a Distributor and You appoint Sub-Resellers or Sub-Distributors, You are solely responsible to ensure that: (i) prior to becoming a Sub-Reseller or Sub-Distributor, each Sub-Reseller and Sub-Distributor agrees to and is legally bound by a written agreement for the resale or distribution of the Services, the terms of which are no less restrictive than the terms of this Agreement (“**Sub-Partner Agreement**”); (ii) each Sub-Partner Agreement is effective and binding in all applicable jurisdictions; (iii) each Sub-Reseller and Sub-Distributor complies at all times with the Sub-Partner Agreement (including enforcing, at Your own expense, the terms of the Sub-Partner Agreement); (iv) You will promptly notify SherWeb about any known or suspected violations of the terms and conditions of the Sub-Partner Agreement by a Sub-Reseller or Sub-Distributor. You acknowledge and agree that: (a) SherWeb shall be deemed to be a third-party beneficiary of the Sub-Partner Agreements and You will use all reasonable efforts, at Your own expense, to assist SherWeb in enforcing the terms of the Sub-Partner Agreements; and (b) the acts or omissions of any of Your Sub-Resellers or Sub-Distributors in connection with the resale or distribution of the Services, shall be deemed to be acts or omissions by You and any breach by Your Sub-Resellers or Sub-Distributors of the Sub-Partner Agreement will be deemed to be a breach by You. You acknowledge and agree that Sub-Resellers and Sub-Distributors are not entitled to resell or distribute Microsoft Online Services under this Agreement and that any failure to comply with this restriction shall constitute a material breach of this Agreement.

4. **Account**

4.1. Account Information. Your failure to timely update Your Account Information could result in unauthorized access to Your Account or in the impossibility of communicating with You or of processing payment on Your Account. Accordingly, You agree to maintain accurate Account Information by providing updates to SherWeb promptly when any of Your Account Information requires changes. You acknowledge and agree that in the event of any dispute regarding access to or legal ownership of an account or any portion thereof, including Your Account, (i) upon request, You will provide SherWeb with any documentation it reasonably requests to establish ownership and rights on Your Account and any related Service Data; and (ii) SherWeb will resolve such dispute in its sole discretion. You acknowledge and agree that any Account User identified by You as an administrator with respect to Your Account has the authority to bind You to any amendments, modifications or acknowledgements related to the Agreement or the Services.

4.2. Security. You are solely responsible for (i) maintaining the confidentiality and security of Your password and other access information associated with Your Account, and (ii) all activities that occur in connection with Your Account, whether initiated by You, by others on Your behalf or by any other means. You will notify SherWeb immediately of any unauthorized use of Your Account, or any other actual or potential breach of security. You acknowledge and agree that SherWeb will not be liable for any loss that You may incur as a result of any party using or accessing Your Account, either with or without Your knowledge and/or authorization. SherWeb specifically disclaims all liability for any activity in Your Account, whether authorized by You or not.

5. Ownership

5.1. Property Assets. You acknowledge and agree that SherWeb and/or its Third-Party Suppliers own all proprietary rights, including Intellectual Property Rights, on the Property Assets. You shall not, directly or indirectly: (i) sell, rent, lease, encumber, host, copy, license, publish, display, distribute, or otherwise transfer or make the Services or Property Assets available to a third party, except as expressly permitted by the Agreement; (ii) disclose any Property Asset to a third party (except for Marketing Materials that are intended to be distributed); (iii) alter, or permit the alteration of any Property Asset (except for Marketing Materials that are intended to be distributed); (iv) copy, or permit the copying or distribution of any Property Asset; (v) modify, reprogram, translate, disassemble, decompile, reverse engineer or otherwise attempt to derive source code from any Property Asset; (vi) remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on any Property Asset; (vii) acquire or seek to acquire any ownership interest on any Property Asset; or (viii) knowingly take any action that jeopardizes Company's or its Third-Party Suppliers' proprietary rights on any Property Asset. Except as expressly provided herein, nothing in the Agreement shall be interpreted as granting You or any other person or entity, any right, title, or interest on the Services or the Property Assets. You shall ensure that Customers comply at all times with the terms of this Section 5 and You shall use commercially reasonable efforts to prevent any unauthorized distribution, copying, use or pirating of Property Assets. You shall not distribute or make the Services available through another reseller or distributor except as a Sub-Reseller of Reseller or a Sub-Distributor of a Distributor and subject to the terms of the Agreement. You are liable to SherWeb for any unauthorized installation, use, copying, access or distribution of a Service by You or any Customer.

5.2. Service Data. As between the Parties, You retain all right, title and interest in and to the Service Data. SherWeb acquires no rights in the Service Data other than the rights You grant to SherWeb in the performance of the Services pursuant to the Agreement.

6. Fees and Payment Terms

6.1. Responsibility. If You are a Reseller or a Distributor: (i) You are solely responsible for billing Your Customers, Sub-Resellers or Sub-Distributors and collecting their payments; and (ii) You may set the prices for the Services provided to the Customers, Sub-Resellers and Sub-Distributors. If You are an Advisor, SherWeb is solely responsible for billing the Customers and may set the prices, promotions, discounts, and any other business terms applicable for the Services at its sole discretion.

6.2. Reseller and Distributor Payment Terms. If You are a Reseller or Distributor, the following terms apply:

6.2.1. Fees. In consideration for the rights granted by SherWeb under the Agreement, beginning on the Effective Date, You shall pay SherWeb the Fees, together with any and all applicable Taxes related to the Services provided.

6.2.2. Billing. SherWeb will invoice You on a monthly basis according to the number of Services allocated through Your Account and which are active at the date of the invoice. You will be able to view and print Your invoice from Your Account using the the Portal. SherWeb reserves the right to invoice You, including any amended or corrected invoices, for a period of up to twelve (12) months after the Services are provided.

6.2.3. Payment Method. Except as otherwise agreed to in writing by SherWeb, the Fees shall be paid by credit card. Payment will be applied to Your credit card immediately upon issuance of Your invoice. If, after fifteen (15) days from the initial attempt to charge an invoiced amount on the credit card, SherWeb is still unable to charge the Your credit card, SherWeb may (i) immediately suspend access to the Services; during such suspension, existing Service Data will not be destroyed; and (ii) terminate the Agreement and delete all Your Service Data pursuant to Sections 7.2 and 7.5 of the Agreement.

6.2.4. Late Payment. If You fail to make payment of any amounts invoiced in strict conformity with the above requirements, SherWeb shall have the right, in addition to any other rights or remedies under the Agreement,

to assess, and You shall pay, a finance charge equal to 18% per annum, compounded monthly (effective rate of 19.56% per annum) or the maximum rate permitted by law.

- 6.2.5. Billing Disputes. In the event You dispute in good faith any portion of an invoice issued by SherWeb, You shall pay the undisputed portion of the invoice and submit a written claim for the disputed amount, documenting the basis of its claim. All claims must be submitted to SherWeb in writing within ninety (90) days after issuance of the invoice. You acknowledge that You are able to and that it is reasonable to require You to dispute invoices within that time.
- 6.3. Advisor Commission. If You are an Advisor, SherWeb will pay You a Commission on a monthly basis, based on the Net Revenue received by SherWeb. In order to receive Your Commission, You need to provide SherWeb Your bank account information. SherWeb will pay the Commission by direct deposit within thirty (30) days after the end of the calendar month in which the amounts are received by SherWeb. If, in any given calendar month, the Commission is less than fifty dollars (\$50.00) (the “**Threshold Commission**”), then payment will be withheld until such time as the total Commission equals or exceeds the Threshold Commission. If You do not provide Your bank account information to SherWeb, then payment will be withheld until such time as provide Your bank account information, up to a maximum period of twelve (12) months, after which SherWeb reserves the right to cancel the Commission accrued for the period preceding that twelve (12) month period. You hereby agree that SherWeb’s reasonable determination of Commission shall be final and not subject to review or appeal, except in the case of manifest error.
- 6.4. Fee Increase. SherWeb reserves the right to increase the Fees applicable to the Services upon fourteen (14) calendar days’ prior notice to You. Your continued participation in the Program after SherWeb notifies You of a Fee increase will constitute Your acceptance of such Fee increase. If You do not agree with such Fee increase, You will have the right to terminate the affected Services immediately upon notice, provided that such notice of termination is received within fourteen (14) calendar days of date of notice of the Fee increase.
- 6.5. Taxes. Each party will be responsible for Taxes based on its own capital, net income, and for Taxes on any property it owns. In the event Taxes must be withheld from any payment to SherWeb, You will increase the payment to SherWeb so that the amount received by SherWeb is the same as it would have been if no Taxes were withheld. Except with respect to sales, use, value-added or other federal, state or provincial taxes, or otherwise, however designated, which are levied or imposed on commissions payable under Section 6.3, which shall be SherWeb’s responsibility, You shall, in addition to the other amounts payable under the Agreement, pay all Taxes which are levied or imposed on the transactions contemplated by the Agreement. As such, You acknowledge and agree that You are solely responsible for the payment of all Taxes imposed by any governmental authority in connection with the resale and/or supply of the Services under the Agreement and that You will collect and remit to applicable governmental tax authorities all such Taxes.
- 6.6. Tax Exemption. If You provide SherWeb written documentation of Your tax-exempt status in a form reasonably acceptable to SherWeb, SherWeb will not charge You any Taxes exempted due to Your request and supporting documentation. Such documentation of Your tax-exempt status shall include a valid and properly executed tax exemption certificate(s) and/or statement(s) of indemnification for any taxes from which You seek exemption. You will pay any and all remaining non-exempt Taxes. For clarity, the establishment of exemption from any Taxes is Your sole responsibility and SherWeb is not obligated to consider any retroactive request for tax exemption.
- 6.7. TRRF. If You resell or distribute Cloud PBX Services in the United States, SherWeb may charge You telecommunications regulatory recovery fees (collectively the “**TRRF**”) to recover federal regulatory fees, charges and expenses incurred by SherWeb, such as the Federal Communications Commission (FCC) regulatory fees, the regulatory contribution to the Federal Universal Service Fund (FUSF) and other Universal Service Administrative Company (USAC) fees. SherWeb calculates the TRRF based on the retail price suggested by SherWeb. If you resell or distribute Cloud PBX Services above the suggested retail price, You are responsible for remitting the applicable TRRF for the portion of the telecommunication revenues above the suggested retail price to the correct

government body. You will not be required to pay the TRRF if You demonstrate to SherWeb's reasonable satisfaction that You are contributing directly into the government's funding programs.

7. Term and Termination

- 7.1. Effective Date. The Agreement shall be effective upon the date You join the Partner Program or Your acceptance of the Agreement, whichever occurs first ("**Effective Date**"), and shall remain in effect until it is terminated by either Party in accordance with the terms of the Agreement. Except as otherwise agreed by the Parties, this Agreement may be terminated by either Party upon delivery of a written notice of its intent to terminate the Agreement ("**Notice of Intent to Terminate**"), effective thirty (30) days after delivery of such Notice of Intent to Terminate.
- 7.2. Termination Rights. Either Party shall have the right to terminate the Agreement, in whole or in part, upon delivery of a Notice of Intent to Terminate on the occurrence of any of the following events:
- 7.2.1. In the event a Party is in material breach of its obligations under the Agreement (an "**Event of Default**"), which default remains uncured after a thirty (30) day notice to the infringing Party (or fifteen (15) days if the Event of Default is a failure by You to make any payment to SherWeb when due under the Agreement); or
- 7.2.2. In the event a Party (A) terminates or suspends its business, (B) becomes subject to any bankruptcy or insolvency proceedings under federal, state or provincial statute, (C) becomes insolvent or subject to direct control by a trustee, receiver or similar authority, or (D) has wound up or is liquidated, voluntarily or otherwise, the other Party may at any time terminate the Agreement following delivery of a Notice of Intent to Terminate.
- 7.3. Immediate Termination. SherWeb shall have the right to terminate the Agreement or suspend Your Account or Services, in whole or in part, immediately and without prior notice, on the occurrence of any of the following events:
- 7.3.1. If SherWeb determines that You violate: (i) the AUP or any other SherWeb policy or procedure applicable to the Services; (ii) Section 2.3 of the MSA; (iii) Section 3 of this MSA; (iv) any Property Asset or any Intellectual Property Right of SherWeb, its Third-Party Suppliers or any third party; (v) Your confidentiality obligations under the Agreement; or (vi) Your non-solicitation obligation under the Agreement; or
- 7.3.2. If Your use of the Services results in, or is the subject of, actual or potential legal action or threatened legal action against SherWeb or any of its Affiliates, vendors, partners, representatives or customers, whether such actual or potential legal action or threatened legal action is eventually determined to be with or without merit.
- 7.4. Third-Party Supplier Termination. In the event a Third-Party Supplier of one or more Third-Party Services terminates the applicable agreement with SherWeb, in whole or in part, including with respect to individual Services, SherWeb may terminate the Agreement, in whole or in part, within the same deadline as the Third-Party Supplier, including termination of only those Services provided under the terminated Third-Party Supplier agreement without any further obligation or liability.
- 7.5. Effects of Termination. Termination will not cancel or waive any fees owed to SherWeb or incurred prior to or upon termination and SherWeb shall not be required to reimburse any prepaid fees. Upon termination of the Agreement, in whole or in part: (i) SherWeb will close Your Account; (ii) SherWeb may charge any unpaid balance to Your Account on file or otherwise invoice You for such unpaid balance; (iii) You will promptly remove all references to the terminated Services and any Marks or SherWeb branding from Your web portal or marketplace; (iv) You will promptly uninstall and remove all copies of software provided by SherWeb or Third-Party Suppliers from Your Customers' devices, or otherwise render such Services permanently unusable by You or Your Customers, and You will require that Your Customers return or destroy all copies of such software that they received; (v) You will be entitled to ensure continuity of service to Your Customers, which will be transferred to SherWeb, and You irrevocably name SherWeb as Your agent for all purposes relating to such transfer; (vi) SherWeb will be entitled to

provide Services to Your Customers through an alternative connection in lieu of the Your web portal or marketplace; (vii) SherWeb will have no obligations to You, for payment or otherwise, with respect to Your Customers; (viii) SherWeb may irrevocably delete Your Service Data upon the effective termination date, unless otherwise set forth in the applicable Service Schedule. You are solely responsible for securing all necessary Service Data from Your Account prior to termination. SherWeb shall not be responsible for any loss of Service Data or any damages arising from the deletion of Service Data following termination of the Services. If a Service is terminated during the course of a month, unless You have agreed in writing to a specific period commitment for all or part of the Services, the monthly invoice shall represent the value of the Services rendered up to the effective date of termination.

- 7.6. **Fixed Term.** If You commit to a fixed Term and You terminate the Agreement for convenience prior to the end of said fixed Term, or if SherWeb terminates the Agreement pursuant to Sections 7.2 or 7.3 of the MSA, SherWeb shall have the right to reinstate any fees previously waived, discounts or rebates applied, and You will be required to pay a lump sum to SherWeb equal to one hundred percent (100%) of the monthly fees for each of the remaining months of the Term, which You acknowledge SherWeb is entitled to receive by way of liquidated damages, not as penalty. Such lump sum shall be payable to SherWeb no later than thirty (30) days following the receipt of a termination invoice from SherWeb.
- 7.7. **Other Relief.** Any termination of the Agreement shall be without prejudice to any other rights (including any right of indemnity), remedy or relief vested in or to which the terminating Party may otherwise be entitled against the other Party.

8. Technical Support

- 8.1. **Technical Support.** Except as otherwise set forth in the Agreement, SherWeb will provide You 24/7/365 Technical Support, including by phone and email, in accordance with the terms set forth below. You may designate up to four (4), but no more than four (4), Account Users who are authorized to call SherWeb's Technical Support services ("**Designated Support Users**"). No support to Customers and End-Users will be provided by SherWeb, except as otherwise mutually agreed in writing by the Parties.
- 8.2. **Reseller.** If You are a Reseller, You are responsible for providing 24/7/365 Technical Support to Your Sub-Resellers and Customers. You hereby represent and warrant that (A) You will use commercially reasonable efforts to service and support Your Customers in connection with the Services, (B) You have current access to all online tools required to perform Your obligations, and (C) You will inform SherWeb of any difficulties You encounter in servicing Your Customers.
- 8.3. **Distributor and Advisor.** If You are a Distributor or an Advisor, SherWeb will provide 24/7/365 Technical Support to Your Sub-Distributors and Customers, including by phone and email, in accordance with the terms set forth below. Each of Your Sub-Distributors and/or Customers may designate up to four (4), but no more than four (4), Designated Support Users.
- 8.4. **Request.** In order to receive Technical Support, a Designated Support User must send a request to SherWeb with the following information:

Account name (or Sub-Reseller, Sub-Distributor or Customer Account name, if applicable):
Issue involved:
Date and time the issue occurred:
Detailed description of the issue:
Error messages (if applicable):
Screenshots or any other visual element that could help solve the issue:

- 8.5. **Maintenance.** SherWeb and Third-Party Suppliers may be required to perform routine maintenance from time to time in connection with the Services, which may interrupt or otherwise impact the Services, depending on the

nature of the work. Routine maintenances are planned to occur during off-peak hours (Eastern Time) and SherWeb will use commercially reasonable efforts to notify You at least forty-eight (48) hours prior to such maintenance. SherWeb or Third-Party Suppliers may also, be required to perform emergency maintenance. Emergency maintenance may happen without notice; in case of emergency maintenance, SherWeb will use commercially reasonable efforts to notify You as soon as reasonably possible and to perform such maintenance in a manner that will not unreasonably interrupt the Services. It is Your responsibility to understand these notifications and take the necessary actions to minimize the impact on Your business.

- 8.6. Hardware and Minimum Technical Requirements. Unless you have purchased them directly from SherWeb, You shall provide all hardware, software, services and other components necessary to access and use the Services. SherWeb makes no representations or warranties that third-party hardware, software, services, and other components will be compatible with the Services. To access and use the Portal, you must provide, without limitation (i) an Internet connection and wireless plan with sufficient bandwidth, data and quality, (ii) a fully functional Internet browser, (iii) tools to develop and publish content, as you find suitable and necessary, and (iv) tools to access database servers, if applicable.
- 8.7. Updates. SherWeb reserves the right to change or upgrade any equipment or software that it uses to provide the Services without notice to You. SherWeb will install security patches, minor updates, upgrades, and service packs ("**Updates**") as it determines in its sole discretion, and reserves the right but has no obligation, to roll back any Updates. Updates may change system behavior and functionality and as such may negatively affect the Services. SherWeb cannot foresee nor be responsible or liable for service disruption or changes in functionality or performance due to Updates. SherWeb is not responsible or liable for issues that may arise from incompatibilities between Your Service Data and the Services, including any Updates.
- 8.8. Beta Products and Services. Notwithstanding anything to the contrary contained in the Agreement, the Service Unavailability Warranty shall not apply to Services provided or Accounts created on experimental "Beta" plans and platforms, and SherWeb shall have no liability whatsoever in relation to any such "Beta" plans or platforms, or any related databases, web site content, and email messages, whether direct or indirect, or otherwise.
- 8.9. New Releases and Replacement. SherWeb or Third-Party Suppliers may modify a Service (by adding new features or functionalities to, or removing existing features or functionalities from, a Service) or release a new version of a Service at any time and for any reason, including to address customer needs or otherwise address competitive demands, to respond to a government regulation, order or law, or to advance innovation in its Service offerings. You acknowledge and agree that SherWeb or Third-Party Suppliers may replace a Service with another Service offering equivalent functionalities at any time, provided that (i) any such replacement is required to address customer needs or otherwise address competitive demands, to respond to a government regulation, order or law, or to advance innovation in its Service offerings; and that (ii) Fees remain unchanged. Any such modification or replacement shall not constitute a default by SherWeb under the Agreement.
- 8.10. End of Life. You acknowledge and agree that SherWeb may, at any time and for any reason, including to address competitive demands, respond to a government regulation, order or law, or to advance innovation in its Service offerings, terminate a particular Service or cease to provide, with respect to a particular Service, (i) Technical Support, (ii) bug fixes, security fixes or other Updates or (iii) maintenance services ("**End of Life**"). For any Service being planned for End of Life, SherWeb will notify you at least ninety (90) days prior to the End of Life effective date and will use commercially reasonable efforts to assist you with appropriate planning and propose alternative services with substantially equivalent functionalities.
- 8.11. Service Availability Warranty. SherWeb will use commercially reasonable efforts to achieve the level of performance guaranteed for each Service ("**Service Availability Warranty**"), as further defined in each applicable Service Schedule. Any period where a particular Service is unavailable, but such unavailability is caused by or associated with any of the following, shall not be considered a Service Outage: (i) any circumstance beyond SherWeb's reasonable control, including but not limited to a failure or error in a device or hardware not provided

by SherWeb, denial of service or similar attacks, mail bombs, DNS resolution, domain name expiration, hardware failure, Internet availability, power failure, Your act or omission, Your portion of the network, IP transit provider issues, SYN attacks or any other Force Majeure event; (ii) periods of time where customer premises equipment is being replaced or repaired; (iii) number porting, whether inbound or outbound; (iv) any issues related to a Third Party Supplier; or (v) any scheduled and emergency maintenance (collectively the “**Service Outage Exclusions**”). Also, any period of unavailability lasting less than five (5) consecutive minutes shall not be considered a Service Outage.

8.12. **Service Credit.** Unless otherwise stated in the applicable Service Schedule, in the event SherWeb does not comply with the applicable Service Availability Warranty in any given calendar month, You will be credited or refunded: (i) an amount equal to five percent (5%) of the amount due and payable for the affected Service; and (ii) for every one percent (1%) loss of availability below the Service Availability Warranty during the same calendar month, an additional amount equal to 2.5% of the amount due and payable for the affected Service, the whole calculated in accordance with the terms set forth in Section 8.13 below (collectively referred to as the “**Service Credit**”). Under no circumstances shall the Service Credit exceed twenty-five percent (25%) of the amount due and payable for the affected Service.

8.13. **Service Credit Request and Calculation.** If You are a Reseller or Distributor and SherWeb does not comply with the applicable Service Availability Warranty for a particular Service in any given calendar month, You will be credited and/or refunded in accordance with the terms set forth below and the applicable Service Schedule (“**Service Credit**”). To request a Service Credit, You must send a Service Credit request within fifteen (15) days of the Service Outage to feedback@sherweb.com. The Service Credit request must contain Your Account name, contact information, a detailed description of the Service(s) affected, the start and end time of the Service Outage, a description of how Your use was adversely affected, and the Service Credit requested. Before processing a request for Service Credit, SherWeb will review the information submitted in the Service Credit request. SherWeb calculates Service Availability based on both the monitoring system and the incident report from SherWeb’s engineering team. SherWeb calculates the Service Credit based on the particular Service for which Service Availability was below the Service Availability Warranty, the fees applicable for such particular Service, and the percentage of overall End-Users adversely affected. For example, if only two (2) End-Users were adversely affected by the Service Outage out of two hundred (200) End-Users, the Service Credit will be calculated as one percent (1%) multiplied by the monthly fee for the affected Service multiplied by the percentage of the monthly fee credited. A Service Credit will only be granted if SherWeb confirms that a Service Credit is available and is be Your sole remedy for any such failure or other issues with the Service. If granted, the Service Credit will be applied to the next invoice for the affected Service. You are not entitled to a Service Credit if You are in breach of the Agreement, including breach of payment obligations at the time of the occurrence of the event giving rise to the credit, until You have cured the breach. You are not entitled to a Service Credit if the event giving rise to the Service Credit would not have occurred but for Your breach of the Agreement or Your fault or negligence. In any case Service Credit is granted to a client for such loss of Service, the maximum aggregate cumulative amount of such Service Credit in any given month for any given Service, shall not exceed the total amount of fees otherwise payable by You for the Service during that month. SHERWEB SHALL HAVE NO LIABILITY OF ANY KIND WHATSOEVER FOR SERVICE OUTAGE OTHER THAN WHAT IS EXPRESSLY PROVIDED IN THE “SERVICE CREDIT” SECTION OR ANY OTHER SIMILAR SECTIONS OF THE AGREEMENT.

9. Privacy and Data Protection

9.1. **Processing.** SherWeb will Process Service Data in accordance with the terms of this Section 9 and the Service Data Privacy Statement and only : (i) to provide the Services and carry out the purposes of the Agreement ; or (ii) as authorized by You or under Applicable Law. SherWeb will comply with the terms of its Privacy Policy and Data Protection Law when Processing Service Data under the Agreement. To the extent Service Data constitutes Personal Data, You and SherWeb hereby agree that: (i) SherWeb will be a data processor with respect to such Personal Data and You will be the data controller as those terms are understood under the Data Protection Law

provided, however, that where Customer Data constitutes Personal Data: (i) SherWeb and Partner will each be a data processor with respect to such Personal Data and the relevant Customer will be the data controller.

- 9.2. Privacy Policy. Each Party is responsible for maintaining appropriate privacy policies as required in accordance with Data Protection Law.
- 9.3. Subprocessors. You acknowledge that SherWeb and third-party service providers that are engaged by SherWeb to assist in providing the Services shall have the right to Process Your Service Data to the extent necessary to provide the Services. Any third-party service providers engaged by SherWeb will only be given access to Your Service Data as reasonably necessary to provide the Services and will be subject to (a) confidentiality obligations which are commercially reasonable and substantially consistent with the standards described in this Agreement; and (b) their agreement to comply with Data Protection Law. SherWeb maintains an up-to-date list of the names and locations of all third-party sub-processors engaged in processing Personal Data, including a description of their processing activities. If, under Data Protection Law, SherWeb is under the obligation to provide You with the list of its subprocessors, such list will be available upon request by contacting privacy@sherweb.com.
- 9.4. Partner Responsibilities. You hereby agree with the terms of the Privacy Policy and agree to comply with Data Protection Law related to Your procurement and use of the Services and Your transfer of Service Data to SherWeb. You are responsible for Your own compliance with Data Protection Law. Without limiting the generality of the foregoing, You shall provide sufficient notice to and obtain adequate consent from Customer, as required by Data Protection Law to allow SherWeb, Third-Party Suppliers, and their respective Representatives to Process Personal Data as contemplated by the Agreement. Also, unless you are a Reseller, You shall provide sufficient notice to and obtain adequate consent from Customer, as required by Data Protection Law, to allow SherWeb, Third-Party Suppliers, and their respective Representatives to communicate directly with Customer for the following purposes: (i) to conduct customer service and satisfaction surveys; (ii) to the extent required for the operation or delivery of the Services or to provide options regarding continuity of the Services; and (iii) for purposes related to the provisioning of the Services, including in relation to any Updates or security incidents. If, under Data Protection Law, You are required to enter into a Data Processing Agreement (“DPA”) with SherWeb, You may send Your request to execute SherWeb’s DPA by emailing Your request at privacy@sherweb.com. You shall follow good industry practices for safeguarding and maintaining confidentiality of Customer Data and shall comply with Data Protection Law with respect to the protection of Customer Data. You shall not Process any Customer Data on any Customer’s behalf without first implementing appropriate terms in the applicable Customer Agreement for protection of such data. Unless otherwise agreed in an applicable Customer Agreement, You will do the following, at a minimum, with the respect to all Personal Data that You Process on a Customer’s behalf: (a) comply with, and only act on, instructions from or on behalf of that Customer regarding the Processing of that Personal Data; (b) not Process that Personal Data for any purpose other than for the performance of Your obligations under this Agreement or the Customer Agreement; (c) ensure that appropriate technical and organisational measures are taken to avoid unauthorised or unlawful processing of that data and against loss or destruction of, or damage to, that Personal Data; (d) ensure the reliability of, and be responsible for, all of Partner’s employees, agents and contractors who will have access to that Personal Data; (e) not, by any act or omission, place that Customer, SherWeb or any Third-Party Supplier in breach of Data Protection Law; (f) inform that Customer immediately of any suspected or confirmed data protection breaches or unauthorised or unlawful processing, loss, or destruction of, or damage to, that Personal Data; (g) ensure that any third party sub-contractor engaged by Partner to process that Personal Data on behalf of Customer only uses and accesses that data in accordance with the terms of this Agreement and is bound by written obligations requiring it to provide at least the level of data protection required under this Section 9.4; and (h) comply with any requirements under Data Protection Law with respect to cross-border transfer of Personal Data.

10. Third-Party Services

- 10.1. Third-Party Suppliers. The Services may include, make available, display, run, access or otherwise interact, directly or indirectly, with Third-Party Services. Any subscription, purchase, enabling or engagement of a Third-Party Service is subject to the terms and conditions of the applicable Third-Party Supplier.
- 10.2. Service Data. If You subscribe to, purchase, enable or engage Third-Party Services pursuant to the Agreement, You acknowledge and agree that SherWeb may provide Service Data to the applicable Third-Party Supplier(s) and that SherWeb is not responsible or liable for any disclosure, modification, deletion or other use of Service Data resulting from any such access and use by such Third-Party Supplier(s). Any exchange of Service Data between You and a Third-Party Supplier is subject to the terms and conditions of such Third-Party Supplier. You represent and warrant that Your use of any Third-Party Service constitutes Your express consent to the access and use of Service Data by the applicable Third-Party Supplier, and that such consent, use, and access is beyond SherWeb's control. You hereby acknowledge and agree that SherWeb and Third-Party Suppliers may communicate directly with You for the following purposes: (i) to conduct customer service and satisfaction surveys; (ii) to the extent required to provide options regarding continuity of the Services; and (iii) for purposes related to the provisioning of the Services to Your Account, including in relation to any Updates or security incidents.
- 10.3. Third-Party Beneficiary. You acknowledge and agree that Third-Party Suppliers shall be deemed to be third-party beneficiaries of the Agreement. In the event of a default by You under the terms of the Agreement, any Third-Party Supplier shall be entitled to enforce the provisions of the Agreement and to verify Your compliance with the terms of the Agreement or Your Customer's compliance with the applicable Customer Agreement.

11. Compliance Obligations

- 11.1. Applicable Law and Approvals. You agree to perform Your rights and obligations under the Agreement in compliance with Applicable Law. Without limiting the generality of the foregoing, You will maintain all licenses, permits, governmental approvals and other permissions of whatever nature required to: (i) enter into the Agreement; and (ii) perform Your obligations in accordance with the Agreement. You will ensure that by entering into the Agreement or performing any obligations hereunder, You are not breaching any Agreement to which You are a party violating any rights of any third parties arising from those agreements or any obligations pursuant to Applicable Law.
- 11.2. Anti-piracy. You must not engage in the manufacture, use, distribution or transfer of counterfeit, pirated or illegal software. You may not resell or distribute Services to any party that You know is engaged in these activities. You shall report to SherWeb any suspected counterfeiting, piracy or other intellectual property infringement of computer programs, manuals, marketing materials, or other materials owned by SherWeb or Third-Party Suppliers (and/or their licensors) as soon as You become aware of it. You will cooperate with SherWeb or Third-Party Suppliers in the investigation of any party suspected of these activities.
- 11.3. Compliance with Anti-Corruption Laws. You will comply with all applicable anti-corruption and anti-bribery laws, including the U.S. *Foreign Corrupt Practices Act*, the Canadian *Criminal Code* and *Corruption of Foreign Public Officials Act*, in connection with the performance of Your obligations hereunder. In carrying out Your responsibilities under the Agreement, neither You nor any of Your representatives shall, directly or indirectly, offer or pay anything of value (including gifts, travel, entertainment expenses, and charitable donations) to any official or employee of any government, government agency, political party, public international organization, or any candidate for political office, to (i) improperly influence any act or decision of such official, employee or candidate for purposes of promoting the business interests of the other party in any respect or (ii) otherwise improperly promote the business interests of the other party in any respect.
- 11.4. Anti-Money Laundering. Neither You nor any of Your representatives shall use its relationship with SherWeb to attempt to disguise the sources of illegally obtained funds.

- 11.5. No Retaliation. You shall not retaliate against anyone who has, in good faith, reported a possible violation of this section or refused to participate in activities that violate this section.

12. Audit and Non-Conformity

- 12.1. SherWeb and Third-Party Suppliers shall have the right to audit You, at SherWeb or Third-Party Suppliers' expense, as applicable, in order to ensure that no breach of the Agreement has occurred, and You shall cooperate fully in any audit conducted by or on behalf of SherWeb. You must keep records, for a minimum of two (2) years relating to the Services resold or distributed under any agreement with SherWeb. You shall establish and maintain a reasonable accounting system that enables Sherweb and its audit-related agents to identify Your assets, expenses, expenditures, costs of goods, margins, discounts, rebates or other payments and compensation received, and use of funds related to the Agreement. You shall maintain a system of internal controls to prevent the payment of bribes and provide reasonable assurance that financial statements and reporting are accurate. You shall not have undisclosed or unrecorded accounts for any purpose. False, misleading, incomplete, inaccurate or artificial entries in the books and records are prohibited.
- 12.2. To verify compliance, SherWeb or Third-Party Suppliers will engage an independent accountant from an internationally recognized public accounting firm, which will be subject to a confidentiality obligation. Verification will take place upon not less than a thirty-(-30)-day notice during normal business hours and in a manner that does not interfere unreasonably with Your operations. SherWeb, Third-Party Suppliers, and their respective auditors will use the information obtained in any compliance verification only to enforce SherWeb's or Third Party Suppliers' rights and to determine whether You are in compliance with the terms of this Agreement.
- 12.3. If verification or self-audit reveals that You, Your Customers, Sub-Resellers or Sub-Distributors, as the case may be, have breached any of the representations, warranties or covenants of the Agreement, or any Customer Agreement, as the case may be: (i) SherWeb shall have the right to suspend or terminate the Agreement immediately upon written notice to You or require that You promptly remedy the situation, at SherWeb's sole discretion; (ii) You must use Your best efforts at Your own expense to assist and collaborate with SherWeb and/or any Third-Party Supplier, as applicable, to investigate and enforce the terms of the Agreement or the Customer Agreement; (iii) You must reimburse SherWeb or Third-Party Supplier, as applicable, for the costs SherWeb or Third-Party Supplier have incurred in verification; and (iv) if material unlicensed use is found, You shall reimburse SherWeb or Third-Party Suppliers, as applicable, for the costs SherWeb or Third-Party Suppliers have incurred in verifying and acquiring the necessary additional licences within 30 days at 125% of the then-current price list. SherWeb will presume that such unreported use began upon commencement of each customer relationship with You, unless You reasonably demonstrate a different scope and duration. In the event of a default by You under the terms of the Agreement, any Third-Party Supplier shall be entitled to enforce the provisions of the Agreement and to verify Your compliance with the terms of the Agreement. If You are an Entity that provides Services, including infrastructure services to other software service providers, SherWeb or Third Party Suppliers may, in an effort to verify compliance with this Agreement, conduct a reasonable inspection of all servers that contain Products or Services licenced under this Agreement, during regular business hours, and with at least ten (10) business days' prior notice. You agree that You will remove all copies of Products or Services on Your servers at the termination of this Agreement.
- 12.4. By invoking the rights and procedures described above, neither SherWeb nor any Third Party Supplier waives its rights to enforce this agreement or to protect its intellectual property by any other means permitted by Applicable Law.

13. Confidentiality

- 13.1. Except as otherwise permitted by the Agreement or as mutually agreed in writing by the Parties, a Party receiving Confidential Information (the "**Receiving Party**") shall maintain the confidentiality of all Confidential Information from the Party disclosing the Confidential Information (the "**Disclosing Party**") and shall not release, disclose, divulge, sell or otherwise distribute any Confidential Information without the prior written consent of the

Disclosing Party. The Receiving Party may only use the Disclosing Party's Confidential Information as necessary to carry out the purposes of the Agreement and for no other purposes.

- 13.2. The Receiving Party will: (i) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and shall not disclose or use any Confidential Information of the Disclosing Party for any purposes outside the scope of the Agreement; (ii) notify the Disclosing Party promptly upon delivery of any unauthorized use or disclosure of Confidential Information; and (iii) cooperate with the Disclosing Party to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.
- 13.3. Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information to its employees, directors, officers, employees, consultants, contractors, and agents (collectively the "**Representatives**") who are required to have the information in order to carry out the purposes of the Agreement, provided that it has ensured that such Representatives are required to protect the Confidential Information on written terms no less onerous than those of the Agreement and has accepted responsibility for each Representative's use of Confidential Information. The Receiving Party is liable to the Disclosing Party of any use of Confidential Information by its Representatives.
- 13.4. You may disclose Confidential Information to the Customers to the extent necessary to carry out the purposes of the Agreement and provided that such Customers have entered into a Customer Agreement and are required to protect the Confidential Information on terms no less onerous than those of the Agreement.
- 13.5. The Receiving Party may disclose Confidential Information to the extent required by a court of competent jurisdiction or other governmental authority, or as otherwise required by Applicable Law.
- 13.6. You acknowledge and agree that any Feedback shall not constitute Confidential Information for the purpose of the Agreement and may be used by SherWeb or its Third-Party Suppliers without obligation of any kind, except for the obligation not to disclose the source. SherWeb will have a royalty-free, worldwide, transferable, sublicensable, irrevocable, and perpetual license to use or incorporate into the Services any such Feedback.
- 13.7. The Parties acknowledge and agree that any breach of the terms of this Section 13 will cause irreparable harm and damage to the aggrieved Party. The Parties further agree that each Party shall be entitled to injunctive relief to prevent breaches of this Section 13 and to specifically enforce the terms and provisions of this Section 13, in addition to any other remedy to which such Party may be entitled, at law or in equity.
- 13.8. SherWeb will not use Your Confidential Information to solicit a direct or indirect relationship with Your Customers regarding the Services, but this restriction shall not prevent SherWeb from contacting or soliciting those Customers (a) with whom SherWeb already has a direct relationship; (b) who initiate contact with SherWeb; (c) without use of Your Confidential Information; or (d) as otherwise expressly permitted under this Agreement. Notwithstanding the foregoing, SherWeb shall have the right to use Your Confidential Information to solicit Customers during or after the Term of the Agreement if You become unreachable or if SherWeb terminates the Agreement pursuant to Section 7.2 or 7.3.

14. DISCLAIMER OF WARRANTIES

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, SHERWEB PROVIDES THE SERVICES AND ANY RELATED PRODUCTS ON AN "AS IS" BASIS. YOU EXPRESSLY AGREE THAT USE, RESALE OR DISTRIBUTION OF THE SERVICES IS AT YOUR SOLE RISK. SHERWEB EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE AGREEMENT OR THE SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY OR WARRANTIES THAT THE SERVICES WILL BE ERROR-FREE. YOU ACKNOWLEDGE THAT PORTIONS OF THE SERVICES ARE PROVIDED BY THIRD-PARTY SUPPLIERS WHOSE PERFORMANCE IS NOT WARRANTED OR GUARANTEED BY SHERWEB.

YOU SHALL NOT BE AUTHORIZED TO MAKE ANY WARRANTY, GUARANTEE, REPRESENTATION OR CONDITION, WHETHER WRITTEN OR ORAL, ON BEHALF OF SHERWEB OR ANY THIRD-PARTY SUPPLIER. YOU SHALL BE SOLELY RESPONSIBLE FOR ANY WARRANTIES FOR THE SERVICES PROVIDED BY YOU.

15. Limitation of Liability

EXCEPT FOR CONFIDENTIALITY AND INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL SHERWEB, ITS EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS OR REVENUES, LOSS OF SERVICE DATA, BUSINESS INFORMATION OR OTHER PECUNIARY LOSS OR BUSINESS INTERRUPTION ARISING UNDER OR IN CONNECTION WITH THE SERVICES AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. IN NO EVENT SHALL SHERWEB BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR CAUSED BY: (I) ANY THIRD PARTY, (II) YOU OR YOUR END-USERS; (III) SHERWEB'S ACCESS TO YOUR OR YOUR END-USERS' COMPUTER EQUIPMENT OR NETWORK(S); OR (IV) ANY OTHER EVENTS BEYOND THE REASONABLE CONTROL OF SHERWEB. THE FOREGOING DISCLAIMER OF LIABILITY SHALL APPLY WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, CONTRACTUAL OR EXTRA-CONTRACTUAL LIABILITY, TORT, INCLUDING STRICT LIABILITY, BREACH OF A FUNDAMENTAL TERM, FUNDAMENTAL BREACH, OR OTHERWISE. IN NO EVENT SHALL SHERWEB'S LIABILITY UNDER THE AGREEMENT EXCEED THE AMOUNT PAID UNDER THE AGREEMENT BY YOU IN THE TWELVE-(12-)MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

16. Indemnification

16.1. SherWeb shall defend, indemnify and hold harmless You and Your employees, officers, directors, and agents from and against any and all Claims brought by a third party arising out of or in connection with infringement or alleged infringement of the Intellectual Property Rights of such third party by the Services resold or distributed pursuant to the Agreement, except if the infringement or alleged infringement arises or results, directly or indirectly, from a Third-Party Service. You shall promptly notify SherWeb of such Claim in writing and give SherWeb sole control over Your defense or settlement. SherWeb shall defend, at its own expense, any action arising from the infringement Claim, and You shall cooperate in such defense as reasonably requested by SherWeb, at SherWeb's expense. SherWeb shall pay all adverse final judgments and settlements that it has consented to resulting from such Claims, and any award received by SherWeb in such an action shall belong solely to SherWeb. SherWeb's obligation to defend, indemnify and hold You harmless shall not apply to the extent that the Claim is based on: (i) specifications provided by You to SherWeb for the Services; (ii) code or materials provided by You as a part of the Services; (iii) Your use of the Services after SherWeb notifies You to discontinue that use due to a third party Claim; (iv) Your combination of the Services with a product, data or business process that is not licenced, resold or distributed through the Agreement; (v) damages attributable to the value of the use of a product, data or a business process that is not licenced, resold or distributed through the Agreement; (vi) modifications You make to the Services; (vii) Your redistribution of the Services to, or Your use for the benefit of, any unaffiliated third party; (viii) Your use of the SherWeb's or its Third-Party Suppliers' Marks without express written consent to do so; or (ix) any trade secret or undisclosed information claim, where You acquire the trade secret or undisclosed information (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a person (other than SherWeb) who owed to the party asserting the Claim a duty to maintain the secrecy or limit the use of the trade secret or undisclosed information.

16.2. If a Service becomes or is likely to become the subject of an indemnity Claim under Section 16.1, SherWeb may at its sole discretion, (i) procure, at no cost to You, or where applicable, the right to continue reselling and delivering the Service, (ii) replace or modify the Service so that they become non-infringing or (iii) withdraw the infringing Service and terminate any Customer Agreement, in whole or in part, including with respect to any individual Service or any software component of a Service, without further obligation.

16.3. Except for matters subject to the indemnity referred to in Section 16.1, You shall defend, indemnify, and hold harmless SherWeb, Third-Party Suppliers and their respective employees, officers, directors, and agents from and

against any and all Claims brought by a third party arising out of or resulting, directly or indirectly, from Your resale or distribution of the Services hereunder or from the use of the Services by Your Customers. This includes any of the following events: (i) Your improper installation of the Services; (ii) any software virus introduced by You or by Your Customers; (iii) Your violation of the terms of the Agreement or any violation of the Customer Agreement by an Customer; and (iv) unauthorized installation, use, access, copying, reproduction, and/or distribution of any portion of the Services by an Customer.

17. Amendment of Terms

SherWeb may, from time to time and at its sole discretion, by giving You notice, update the Agreement or any document forming part of the Agreement. SherWeb will notify You of any amendments to the Agreement by email or by posting the new version on SherWeb's website at <http://www.sherweb.com/legal>, or at another location communicated to You by SherWeb. Such changes will take effect immediately, unless otherwise indicated by SherWeb. You can always review the most current version of the Agreement and any document forming part of the Agreement on SherWeb's website at <http://www.sherweb.com/legal>, or at another location communicated to You by SherWeb. Your continued participation in the Program after SherWeb posts a new version of the Agreement, or any document forming part of the Agreement, will constitute Your acceptance of the updated Agreement. If You do not wish to accept the updated Agreement, You may terminate the Agreement by giving written notice to SherWeb without SherWeb incurring any liability whatsoever. Except as expressly provided herein, no other changes shall be binding on the Parties unless in writing and signed by an authorized representatives of both Parties.

18. Miscellaneous

- 18.1. Solicitation. During the Term of the Agreement and for a period of one (1) year after its termination, You shall not hire, offer to hire, divert, entice away, solicit or in any other manner persuade, or attempt to do any of the foregoing, directly or indirectly, for employment or for other services, any persons or entities employed or engaged by SherWeb during such period without SherWeb's prior written approval.
- 18.2. Media Releases. Except for any announcement intended solely for internal distribution by either Party or any disclosure required by legal, accounting, or regulatory requirements, all media releases, public announcements or public disclosures, including promotional or marketing material, by either Party or its employees or agents, which includes references to the other Party or the Marks of the other Party, shall be coordinated with and approved in writing by the other Party prior to the release thereof. Notwithstanding the foregoing, SherWeb may display Your name in its list of partners published and maintained on its website.
- 18.3. Regulatory Changes. If a federal, state, provincial, a foreign regulatory body or a court of competent jurisdiction issues a rule, regulation, law or order which has the effect of materially increasing the cost of providing the Services hereunder or canceling, changing, or superseding any material term or provision of the Agreement (collectively "**Regulatory Requirement**"), then the Agreement shall be deemed amended in a way the Parties mutually agree is consistent with the form, intent and purpose of the Agreement and is necessary to comply with such Regulatory Requirement. Should the Parties be unable to agree on amendments necessary to comply with a Regulatory Requirement within thirty (30) days after the Regulatory Requirement becomes effective, then, upon written notice, either Party may, to the extent practicable, terminate that portion of the Agreement affected by the Regulatory Requirement.
- 18.4. Independent Contractors. The Parties are independent contractors under the Agreement and nothing in the Agreement shall be construed as creating any partnership, joint venture, employment or agency relationship whatsoever between You and SherWeb. Neither Party shall, by reason of any provision herein contained, be deemed to be the partner, agent or legal representative of the other Party, nor to have the ability, right or authority to assume or create, in writing or otherwise, any obligation of any kind, express or implied, in the name of or on behalf of the other Party.

- 18.5. Entire Agreement. The Agreement (and all documents forming part of the Agreement) and the schedules attached hereto collectively constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations, and discussions with respect to the subject matter hereof, whether oral or written.
- 18.6. Applicable Law and Venue. The Agreement shall be governed and construed in accordance with the laws of the Province of Québec and the laws of Canada applicable in Québec. The Parties intend and agree that the law of the province of Québec and Canada shall apply despite any choice-of-law statute, rule, or precedent that would apply the law of any other jurisdiction. The Parties hereby attorn to the non-exclusive jurisdiction of the federal and provincial courts in the judicial district of Saint-François, Province of Québec, Canada.
- 18.7. Non-Waiver. No waiver of any of the provisions of the Agreement is binding unless it is in writing and signed by the Party entitled to grant the waiver. The failure of either Party to exercise any right, power or option given hereunder or to insist upon the strict compliance with the terms and conditions hereof by the other Party shall not constitute a waiver of the terms and conditions of the Agreement with respect to that breach or any other or subsequent breach thereof, nor a waiver by either Party of its rights at any time thereafter to require strict compliance with all terms and conditions hereof, including the terms or conditions with respect to which the other Party has failed to exercise such right, power or option.
- 18.8. Force Majeure Event. Except for monetary obligations, neither Party shall be in default or otherwise liable to the other for failure or delay in the performance of a required obligation hereunder if such inability or delay results from any cause beyond a party's reasonable control or anticipation, including, without limitation, acts of war, acts of God, terrorism, earthquake, hurricanes, flood, fire or other casualty, embargo, riot, sabotage, labor shortage or dispute, governmental act, insurrections, epidemics, quarantines, inability to procure materials or transportation facilities, failure of power, restrictive governmental laws or regulations, condemnation, acts of third parties, failure of the internet, or other reason that is beyond a party's reasonable control or anticipation (each a "**Force Majeure Event**").
- 18.9. Successors and Assigns. You may not assign the Agreement without the prior written consent of SherWeb, which consent shall not be unreasonably withheld. The Agreement shall enure to Your benefit and that of SherWeb and shall be binding upon both You and SherWeb and both your respective legal successors and permitted assigns.
- 18.10. Survival. All obligations imposed on SherWeb and You which expressly or by their nature survive the expiration or termination of the Agreement shall continue in full force and effect subsequent to and notwithstanding such expiration or termination, and until they are satisfied or by their nature expire, including Sections 5, 7, 13, 14, 15, 16 et 18.
- 18.11. Notice. You accept that communications from SherWeb may be electronic. As such, SherWeb may notify You by e-mail (to any e-mail address registered with SherWeb) or provide You with information by posting notices on SherWeb's website, Portal or to Your Account. You agree to this electronic means of communication and You acknowledge that all contracts, notices, information, and other communications that SherWeb provides You electronically are acceptable and effective as notice. Except as otherwise specified in the Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given (i) immediately upon personal delivery, (ii) the second (2nd) business day after mailing, (iii) the second (2nd) business day after sending by confirmed facsimile, or (iv) the first (1st) business day after sending by email or, if from SherWeb to You, upon online posting. Notices to SherWeb that are not expressly authorized by the administrative control panel under the Agreement shall be mailed to SherWeb at the following address:

SHERWEB INC.

95 South Jacques-Cartier Blvd, Suite 400
Sherbooke (QC) Canada
J1J 2Z3

ATT: Legal

Email : legal@sherweb.com

- 18.12. Cumulative Rights. The rights of each Party hereunder are cumulative and no exercise or enforcement by a Party of any right or remedy hereunder shall preclude the exercise or enforcement by such Party of any other right or remedy hereunder or which such Party is otherwise entitled by law to enforce.
- 18.13. Additional Remedies. You acknowledge that any act in violation of SherWeb's rights in the Services may cause irreparable damage to SherWeb, for which monetary damages may not be an adequate remedy. Accordingly, if You act, fail to act, or attempt to act in violation of SherWeb's rights in the Services, then, in addition to all SherWeb's other rights and remedies under the Agreement, SherWeb shall have the right to seek to prevent such action or failure to act by applying for interlocutory or permanent injunctive relief.
- 18.14. Further Assurances. The Parties agree to do or cause to be done all acts or things necessary to implement and carry out the Agreement to its full extent.
- 18.15. Severability. If in any jurisdiction, any provision of the Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability, without invalidating the remaining provisions thereof and without affecting the validity or enforceability of such provision in any other jurisdiction or its application to other Parties or circumstances.
- 18.16. Digital Signature. By participating in the Program and registering for an Account, or by clicking to accept the terms of the Agreement when prompted on SherWeb's website, You are deemed to have executed the Agreement and the other terms of service electronically. Your Account registration constitutes an acknowledgement that You are able to electronically receive, download, and print the Agreement and any amendments.
- 18.17. Export. The Parties acknowledge that the Services may be subject to export and re-export restrictions under United States and Canadian export control laws and thus may only be exported or re-exported in compliance with such laws.
- 18.18. Language. You have chosen that the Agreement be drafted in English. *Le client a choisi que cette entente soit rédigée en anglais.*

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