

HostedBizz Reseller Service Terms Summary

Last Updated July 8, 2018

Term and Termination

1. Term

This Agreement will commence on the Effective Date and will continue in full force and effect for the period indicated on the Cover Sheet (the “Initial Term”) and shall automatically renew for consecutive one (1) year periods (each a “Renewal Term”) until otherwise terminated pursuant to the provisions hereof or, at the option of either party, upon no less than thirty (30) days prior written notice before the expiration of the Initial Term or any Renewal Term.

2. Termination

a. Insolvency

This Agreement will terminate, effective upon delivery of written notice by a party hereto, (i) upon the institution of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of debts of the other party, (ii) upon the making of an assignment for the benefit of creditors by the other party, or (iii) upon the dissolution of the other party. In the event that the business of HostedBizz Inc becomes insolvent, HostedBizz shall work with Reseller, to the best of their abilities, to transfer customer data and property to Reseller or any partner representative.

b. Default

The non-breaching party may terminate this Agreement in the event that the other party materially defaults in performing any obligation under this Agreement and such default continues and is not remedied for a period of thirty (30) days following written notice of default; provided, however, that if either party contests either the existence or the basis of a breach asserted by the other party (a “Dispute”), then such Dispute shall be resolved pursuant to Section 12.3 and if such Dispute is resolved in favour of the party asserting such breach, then the other party shall have thirty (30) days to cure such breach as directed by the third party resolving such Dispute.

c. Convenience

HostedBizz may terminate this Agreement for convenience by providing Reseller with at least ninety (90) days written notice. Reseller will be refunded a pro-rata amount of the Fees prepaid by Reseller.

Reseller may request from HostedBizz, from time to time, that it perform professional services that are agreed in a statement of work or separate professional services agreement.

3. Fees, Payment and Discounts

a. Fees

Reseller shall pay HostedBizz a base monthly fee at the end of each monthly usage period, for use of the Services (the “Fees”) as set out on the Cover Sheet. The Fees shall be based on HostedBizz’s current price schedule. In addition to the base monthly usage fee, HostedBizz will track and reconcile Reseller’s usage of the Services and will invoice Reseller based on such usage at the end of each month. HostedBizz reserves the right to amend its fee and discount schedule from time to time. Reseller will be given 90 days’ notice of any price adjustments.

b. Expenses

Reseller agrees to reimburse HostedBizz for reasonable expenses related to providing services including training and set-up/installation, as long as prior approval has been given by Reseller in advance of the expenses being incurred.

c. Taxes

All fees and other charges specified in this Agreement are exclusive of all applicable goods and services taxes and any other taxes imposed or levied by any government or government agency, including sales or use taxes (the “Purchase Taxes”). Reseller will pay all Purchase Taxes, as a result of the transactions contemplated by this Agreement.

d. Discounts

The following table sets out the discounts offered to Reseller during the Term:

	15% Discount	20% Discount	25% Discount
Set Up Fee	Waived	Waived	Waived
Minimum MRR	\$250 MRR	\$2000 MRR	At \$5000 MRR

*MRR means monthly recurring revenue

Special Terms: The Acceptable Use Policy in Exhibit B must be adhered to by Reseller and its End Users.

Support Plan: During the Term, HostedBizz will provide support to Reseller according to the Service Level Agreement (Exhibit D). Reseller is responsible for first line support to End Users and must establish its own SLAs for End Users.

EXHIBIT B

HostedBizz Acceptable Use Policy

Last Updated July 8, 2018

HostedBizz provides cloud computing services, data backup services, and support. While we believe the free and open exchange of ideas and products is a key tenet of commerce, there are some activities that are incompatible with HostedBizz's mission. This Acceptable Use Policy ("**AUP**") describes activities that are prohibited in connection with your use of the Services.

1. General

This Acceptable Use Policy ("**AUP**"), including the following list of prohibited activities, encourages the responsible use of the HostedBizz services (collectively, the "**Services**") provided by HostedBizz Corporation and/or its affiliated companies and subsidiaries (collectively, "**HostedBizz**", "**us**" or "**we**"). The purpose of this AUP is to provide guidelines for your use of the Services that support compliance with applicable laws, rules and regulations.

2. Term Changes

HostedBizz shall have the right at any time to change or modify the terms and conditions applicable to your use of the Services. Reseller will be given 90 days' notice of such changes. Any use of the Services by you after such modifications shall be deemed to constitute acceptance by you of the changes.

3. User Conduct

This AUP is intended to protect the Services, employees and customers of HostedBizz, and any authorized end users of the Services from improper, inappropriate, abusive or illegal activity. When using the Services, it is your responsibility to comply with this AUP and to ensure that you are adhering to all applicable laws, rules, regulations, and commonly accepted practices of the Internet community. The prohibited uses described below are intended as guidelines regarding improper and inappropriate conduct, and should not be interpreted as an exhaustive list.

Employees and customers of HostedBizz and any authorized end users of the Services are responsible for immediately reporting to HostedBizz any issue which could compromise the security or integrity of any user or system taking part in the Services.

4. Prohibited Uses of The Services

The Services may only be used for lawful purposes. Use of the Services for transmission, distribution, retrieval, or storage of any information, data, or other material in violation of any applicable law or regulation (including, where applicable any tariff or treaty) is prohibited. This includes, without limitation, the use or transmission of any data or material protected by copyright, trademark, trade secret, patent, or other intellectual property right without proper authorization and the transmission of any material that constitutes an illegal threat, violates export control laws, or is obscene, defamatory, or otherwise unlawful.

Network and System Security Violations of system or network security are prohibited, and may result in criminal and civil liability. Examples of system or network security violations include, without limitation, the following:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- Unauthorized probing and/or scanning of any system without prior consent of the owner or system administrator. This includes, but is not limited to, “dictionary attacks” and/or attempts to harvest or verify email addresses.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- Interference with service to any user, host or network including, without limitation, mail-bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.
- Attempting to gain unauthorized access to, or attempting to interfere with or compromise the normal functioning, operation, or security of any network, system, computing facility, equipment, data, or information.
- Engaging in any activities that may interfere with the ability of others to access or use the Service or the Internet.
- Sending Unsolicited Bulk Email (“UBE” or “spam”). The sending of any form of UBE through the Services is prohibited. Likewise, the sending of UBE from another service provider advertising a web site, landing page, email address or utilizing any HostedBizz resources, is prohibited. The Services may not be used to solicit customers from, or collect replies to messages sent from, another Internet Service Provider where those messages violate this AUP or terms of service of another provider.
- Running Unconfirmed Mailing Lists. Subscribing email addresses, telephone numbers or social media accounts to any mailing list without the express and verifiable permission of the owner is prohibited. All mailing lists run by HostedBizz customers must be Closed-loop (“Confirmed Opt-in”) and must establish consent for each intended use. The subscription confirmation message received from each owner must be kept on file for

the duration of the existence of the mailing list. Each owner must be provided with a simple procedure for withdrawal of consent.

- Unauthorized attempts to gain access to an account or computer resource not belonging to you, and purposely altering or forging your identity. Sending any message or transmitting any electronic communication using a name or address other than your own for purposes of deception is prohibited. Impersonating someone else by altering your source IP address or by using forged headers or other identity information is prohibited. Fraudulently concealing, forging or otherwise falsifying your identity in connection with any use of the Services is prohibited.

5. Customer Responsibility For Customer's Users

Each HostedBizz customer is responsible for the activities of its users and, by accepting service from HostedBizz, is agreeing to ensure that its customers/representatives, customer users or end-users abide by this AUP. Complaints about customers/representatives, customer users or end-users of a HostedBizz customer will be forwarded to HostedBizz's customer administrator for action. If violations of the Policy occur, HostedBizz reserves the right to terminate the Services with or take action to stop the offending customer from violating this AUP as HostedBizz deems appropriate, with or without notice.

6. Security

The Services may not be used to violate system or network security; such behavior may result in criminal or civil liability. You may not engage, without limitation, in the following activities:

- Gaining unauthorized access to, or attempting to compromise the normal functioning, operation or security of any network, system, computing facility, equipment, data or information.
- Engaging in any activities that may interfere with the ability of others to access or use the Services or the Internet (i.e., Denial of Service attacks).
- Monitoring any data, information or communications on any network or system not owned by you without authorization.
- Gaining unauthorized access to the user accounts or passwords of other users of any system.
- Attempting to intercept, redirect or otherwise interfere with communications intended for others.
- Intentionally transmitting files or messages containing computer viruses or propagating worms, Trojan horses, or "spyware" programs.

7. Cooperation With Investigations

HostedBizz will cooperate with appropriate law enforcement and other governmental agencies and other parties involved in investigating claims of illegal or inappropriate activity, and shall have no liability to you or any third party for any actions taken in connection with such cooperation. Employees and customers of HostedBizz and all end users of the Services are responsible for providing assistance to HostedBizz in such investigations as needed.

8. Notification Of Violation

If you become aware of any violation of this AUP by any person, including downstream customers, end users or third parties, you must immediately notify HostedBizz via e-mail at info@HostedBizz.com, or through your designated Account Manager at HostedBizz.

A. Terms And Conditions Of Resale

These Terms and Conditions set out the provisions pursuant to which HostedBizz will grant the Reseller indicated on the Cover Sheet the right to access, use and resell the Services indicated on the Cover Sheet. These Terms and Conditions of Sale together with any Exhibits attached hereto (each as updated from time to time) together with the Cover Sheet constitute the "Agreement".

B. License Terms

Licenses. HostedBizz grants and Reseller hereby accepts and subject to the terms and conditions contained herein, a limited, nontransferable, non-exclusive and revocable license (the "License") in the Territory to access and use the Services and to access and use all material, information and technology offered as part of the Services including but not limited to documents, articles, reports, software, graphics, text, images and logos (the "Content") solely to: i) brand the Services for the purpose of providing products and services to Reseller's customers; ii) develop a customized catalogue of products and services to provide to Reseller's customers; and iii) use the Services to provision and provide Reseller's own products and services to Reseller's customers.

Third Party Contractors. HostedBizz grants Reseller the right to allow Reseller's third party consultants and contractors ("Contractors") to access and use the Services solely for Reseller's internal business purposes, as set out in section 1.1 above, provided that the Contractors' use of the Services is in accordance with the terms of this Agreement and provided that such Contractors are bound by the same obligations of confidentiality which are no less onerous than those binding Reseller under this Agreement. Reseller acknowledges that it will be responsible for all acts and omissions of Reseller's Contractors.

Reseller acknowledges that the Services and the Content, constitute valuable trade secrets of HostedBizz and its licensors. Except as otherwise set out in this Agreement, Reseller shall not (i)

copy or use the Services or the Content; (ii) alter, modify, duplicate, translate, de-compile, reverse engineer, or attempt to recreate the Services or the Content, in whole or in part; (iii) modify or create any derivative works from the Services or the Content any part thereof; (iv) merge the Services or the Content with any other software; (v) disclose to any third party any performance information or analysis relating to the Services and the Content; (vi) license, sublicense, sell, convey, assign, transfer, give, lend, rent, transfer or otherwise grant any right to any of the Services or the Content or any of Reseller's rights hereunder, in whole or in part, voluntarily or involuntarily, by operation of law or otherwise, to any person, individual, legal or personal representative, partnership, company, corporation, syndicate, association, trust or governmental body otherwise; (vi) build any identical product to the Services or a product with similar ideas, features and functionality as the Services; and (vii) copy any ideas, features or functions of the Services. Reseller agrees to retain, on all copies of any Content Reseller downloads, all copyright and other proprietary notices contained in the Content. The Services and the Content are protected by Canadian and worldwide copyright laws and treaty provisions. Reseller agrees to comply with all copyright laws worldwide in Reseller's use of the Services and the Content and to prevent any unauthorized copying of the Content. Except as expressly provided herein, HostedBizz does not grant any express or implied right or license to Reseller under any intellectual property right, including under any patent, trade-mark, copyright, trade secret or confidential information of HostedBizz or its licensors.

C. Reseller Data

Reseller Data. In the course of using the Services, Reseller and or Reseller's customers may upload certain information, data and material through the Services (the "Reseller Data"). Reseller agrees that the Reseller Data will (i) comply with all applicable laws; (ii) not contain infringing, obscene, threatening, libelous, or other illegal material; (iii) not include material containing software viruses, worms, Trojan horses or other harmful computer codes, files scripts or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware telecommunications equipment; and (iv) not contain any content, work, name, logo or mark that infringes any intellectual property right of any person. Reseller acknowledges that to the extent HostedBizz is required to have access to Personal Information (as that term is defined under applicable law) Reseller is responsible for ensuring that it has obtained the necessary permissions and consents from the person to whom the Personal Information pertains, and that Reseller has complied with all relevant privacy laws in collecting, using the disclosing such Personal Information including to HostedBizz in connection with delivery of the Services.

As between HostedBizz and Reseller, Reseller owns the Reseller Data and all intellectual property rights therein. Reseller will have sole responsibility for the accuracy, quality, integrity, reliability, appropriateness and intellectual property ownership and for obtaining the right to use all of the Reseller Data submitted by Reseller.

D. Reseller Responsibilities

Account. Reseller is responsible for all of the activity associated with Reseller's account and Reseller agrees to notify HostedBizz immediately in the event of any unauthorized use of Reseller's account or password or if Reseller suspects its account or password has been compromised in any way. Reseller agrees not to misrepresent itself in order to gain access to the Services. Reseller is responsible for advising HostedBizz of any change in Reseller's billing or contact information.

Acceptable Use Policy. Reseller must at all times comply with the terms and conditions of HostedBizz's Acceptable Use Policy which is set out in Exhibit A hereto and is incorporated herein by reference. Reseller will also ensure that Reseller's customers who use the Services will also comply with the Acceptable Use Policy. HostedBizz reserves the right to amend its Acceptable Use Policy. Reseller's continued use of the Services after modification of the Acceptable Use Policy constitutes Reseller's acceptance of such modifications.

Applicable Laws. Reseller must abide by all applicable local, provincial, state and national laws and all relevant treaties and directives in Reseller's use of the Services.

Limiting Access. Reseller shall not permit persons other than its authorized customers or representatives to access the Services. Reseller represents that it is not a competitor of HostedBizz and agrees that it shall not knowingly allow competitors of HostedBizz to access the Services.

No Responsibility. HostedBizz accepts no responsibility and shall not be held liable for any delays, performance issues, stoppages, outages, increased costs or other similar events relating to the Services resulting from Reseller's failure to adhere to the provisions set out in this Section.

Sales Support. Reseller shall be solely responsible for all marketing and sales of the Services to your End Users.

Administrators. Reseller shall appoint a minimum of one (1) person (the "Administrators") whom Reseller will designate as support personnel with the authority to perform certain administrative functions on the Services, including but not limited to (i) controlling the creation and deletion of end-user accounts, Mailboxes, sites and domain names; (ii) managing changes to account and Mailbox information (such as changes to user name or password) and document storage sites; and (iii) serving as our technical contact.

Compliance with Microsoft Terms and Conditions. Reseller (i) acknowledges that HostedBizz's ability to provide the Services is contingent upon Resellers continued compliance with certain Microsoft terms and conditions and (ii) agree to the "Notice Regarding Use of Microsoft Software" referenced in the Microsoft Customer License Terms attached hereto as Exhibit B. Reseller further acknowledges that HostedBizz support Services hereunder are not in any way

provided by Microsoft and expressly disclaim, to the extent permitted by applicable law, all warranties by Microsoft for any damages, whether direct, indirect, or consequential, arising from the use of the HostedBizz Property or in connection herewith.

E. Ownership

Ownership of Software. HostedBizz and its licensors own all right, title and interest in and to the Services and the Content, including without limitation, all copyrights, trade secrets, patents, and other intellectual property rights. Upon termination of this Agreement unless otherwise provided herein, all of Reseller's rights in connection with the Services and the Content, including but not limited to the right to access and use the Services and the Content and to allow Reseller's customers to access the use the Services, will terminate.

Trade-marks. The trade-marks, logos and company names of HostedBizz or any of its affiliates and licensors used as part of the Services and the Content may not be copied, imitated or used, in whole or in part, without the prior written consent of HostedBizz or any such affiliate or licensor. Other products, services logos and company names mentioned as part of the Services and in the Content may be the trade-marks of their respective owners.

Proprietary Notices. Reseller agrees not to alter, remove, deface or destroy any copyright, trade-mark or proprietary markings or confidential legends placed upon or contained in the Services and the Content or in or on any related material.

F. Warranties

Mutual Warranties. Each party represents and warrants to the other that: (i) it has full power and authority to enter into this Agreement, and to perform its obligations under this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by the party and constitutes a legally enforceable agreement of the party; and (iii) this Agreement is not limited or restricted by, and is not in conflict with, any commercial arrangements, obligations, contract, agreement or other instrument to which the representing party is either bound or subject.

Services. HostedBizz warrants that the Services will operate in substantial conformity with the specifications set out in the user documentation during the Term.

The Content may contain inaccuracies and typographical errors. HostedBizz makes no representation or warranty regarding the accuracy or completeness of the Content or information accessible while using the Services, or the reliability of any advice, opinion, statement or other information displayed or distributed through the Services. Reseller acknowledges that any reliance on any of the foregoing and Reseller's use of the Services and the Content shall be at Reseller's sole risk. HostedBizz reserves the right, in its sole discretion,

to correct any errors or omissions in any part of the Services or in any portion of the Content. HostedBizz may make any other changes to the Services and the Content at any time without notice.

Warranty Disclaimer. EXCEPT FOR THE WARRANTIES IN THIS SECTION 6, THE SERVICES AND THE CONTENT ARE PROVIDED "AS IS" AND HOSTEDBIZZ AND ITS LICENSORS HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HOSTEDBIZZ DOES NOT WARRANT THAT THE SERVICES AND THE CONTENT WILL MEET RESELLER'S REQUIREMENTS, THAT THE SERVICES AND/OR THE CONTENT WILL BE FREE FROM ERRORS OR FUNCTION WITHOUT INTERRUPTION, THAT ANY STORED DATA WILL BE ACCURATE OR RELIABLE NOR THAT ANY RESELLER DATA CAN BE RESTORED FROM ANY PARTICULAR BACKUP PROCEDURE. HOSTEDBIZZ DOES NOT WARRANT THAT USE OF THE SERVICES WILL ENABLE RESELLER TO ACHIEVE ANY PARTICULAR RESULT OR RESULTS IN RESELLER'S BUSINESS OPERATIONS.

G. Limitation Of Liability

WITH THE EXCEPTION OF HOSTEDBIZZ'S INDEMNIFICATION SET OUT IN SECTION 8, IN NO EVENT WILL HOSTEDBIZZ BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, LOSS OF PROFITS, COST OF COVER, ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICES OR THE CONTENT, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY. IN ADDITION, EXCEPT WITH RESPECT TO CLAIMS BASED ON WILFUL MISCONDUCT OR GROSS NEGLIGENCE, IN NO EVENT WILL HOSTEDBIZZ BE LIABLE FOR ANY DAMAGES OF ANY KIND GREATER THAN THE AMOUNTS PAID TO HOSTEDBIZZ HEREUNDER. HOSTEDBIZZ WILL NOT BE LIABLE FOR ANY DELAYS OR DAMAGES ATTRIBUTABLE TO PROBLEMS INHERENT IN INTERNET AND ELECTRONIC COMMUNICATION. THESE LIMITATIONS WILL APPLY EVEN IF HOSTEDBIZZ HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF THIS SECTION SHALL APPLY EVEN IN THE EVENT OF A FAILURE OF THE ESSENTIAL PURPOSE OF THIS PROVISION.

H. Indemnification

Indemnification by HostedBizz. HostedBizz shall indemnify, defend and hold Reseller harmless from any claims, demands, liabilities, losses, damages, judgments or settlements, including all reasonable costs and expenses related thereto including legal fees, directly or indirectly resulting from any claimed infringement or violation by HostedBizz of any Proprietary Right with respect to the Services and the Content; provided, however, that the foregoing notwithstanding, HostedBizz's obligation to indemnify will not apply to an infringement or violation that is attributable to any unauthorized use, access or modification of the Services by Reseller's or Reseller's employees, agents or customers.

Cooperation. Notwithstanding Section 8.1 of this Agreement, HostedBizz is under no obligation to indemnify and hold Reseller harmless unless (i) HostedBizz receives notice of the suit or claim from Reseller and is furnished with a copy of each communication, notice or other action relating to said claim promptly after Reseller receives such notice and each such communication; provided that, failure to deliver timely notice shall not relieve HostedBizz of its obligations hereunder unless HostedBizz is materially prejudiced by such failure; (ii) HostedBizz will have the right to assume sole authority to conduct the trial or settlement of such claim or any negotiations related thereto at HostedBizz's expense; and (iii) Reseller will provide reasonable information and assistance requested by HostedBizz in connection with such claim or suit, at HostedBizz's cost and expense.

Indemnification by Reseller. Reseller shall indemnify, defend and hold HostedBizz harmless from any claims, demands, liabilities, losses, damages, judgments or settlements, including all reasonable costs and expenses related thereto including legal fees, directly or indirectly resulting from (a) any breach of Reseller's warranties or obligations under this Agreement; (b) any allegation that the Reseller Data or Reseller's products or services infringes the Proprietary Rights of any third party; (c) Reseller's negligent or willful misconduct; and (d) any violation by Reseller of any privacy laws, regulations and directives relating to the collection, use or disclosure of any Personal Information provided to HostedBizz hereunder; (e) the infringement of any Intellectual Property rights arising from combining or using any Reseller or third-party equipment with the Products or the Services. HostedBizz reserves the right to participate in the defense of any such claim and to be represented by counsel of its choice.

I. Confidential Information; Non-Solicit

Definition of Confidential Information. Neither party shall use or disclose any Confidential Information of the other party. A party receiving Confidential Information from the other party will use the highest commercially reasonable degree of care to protect that Confidential Information. The Services and the Content, including methods, ideas or concepts utilized therein, and all information identified by a disclosing party as proprietary or confidential ("Confidential Information") will remain the sole property of such disclosing party, and will not be used or disclosed to any third party without the express written consent of the disclosing party (except to employees or consultants who are bound by a written agreement with such party to maintain the confidentiality of such Confidential Information in a manner consistent with this provision). Items shall not be considered to be Confidential Information if they are (i) available to the public other than by a breach of this Agreement or an agreement with the disclosing party, (ii) rightfully received from a third party not in breach of an obligation of confidentiality, (iii) independently developed by employees of recipient without access to the Confidential Information of the disclosing party, (iv) rightfully known to the recipient at the time of disclosure, or (v) produced in compliance with applicable law or a court order, provided the other party is given reasonable notice of such law or order and an opportunity to attempt to preclude or limit such production. Reseller agrees that the terms and conditions of this Agreement will be considered to be Confidential Information of HostedBizz.

Customer Information. HostedBiz recognize that customer information provided by the Reseller is commercially valuable information. HostedBiz agrees to not disclose this customer information or undertake any marketing or sales activities into this customer base which would be competitive to the services offered by the Reseller.

Non-Solicitation. During the term of this Agreement HostedBiz shall not solicit or approach the customers of Reseller to offer them products or services without prior written consent of Reseller. Any customer introduced by Reseller shall remain the customer of Reseller and in the event such customer approaches HostedBiz with its requirement such requirement shall be promptly directed to Reseller.

J. Miscellaneous

Notices. Any notice required or permitted hereunder will be in writing and will be given by electronic mail at resellers@HostedBiz.com and if to, Reseller, to Reseller's contact information on the Cover Sheet. Such notice will be deemed to have been received twelve (12) hours after it was sent.

Assignment. This Agreement may not be transferred or assigned, in whole or in part, by Reseller either voluntarily or by operation of law without the prior written consent of HostedBiz.

Governing Law; Dispute Resolution. This Agreement will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Except for disputes for which injunctive relief is sought (for example, to prevent the unauthorized use or disclosure of proprietary materials or information) the following procedures shall be used to resolve any dispute arising out of or in connection with this Agreement. Promptly after the written request of either party, each of the parties shall appoint a designated representative to meet in person or by telephone to attempt in good faith to resolve any dispute. If the designated representatives do not resolve the dispute within ten (10) days of such request, then an executive officer of each party shall meet in person or by telephone to review and attempt to resolve the dispute in good faith. The executive officers shall have ten (10) days to attempt to resolve the dispute. Any disputes that are not otherwise resolved by the parties shall be submitted to a mediator acceptable to both Parties for non-binding mediation, and the costs of such mediation shall be shared equally by the Parties; (iii) if the dispute is not settled pursuant to the foregoing within twenty (20) Business Days after receipt of the Dispute Notice, either Party may seek any legal and equitable remedies available to it under applicable laws.

Force Majeure. Under no circumstances will either party be liable to the other for any failure to perform its obligations where such failure results from causes beyond that party's reasonable control. Either party may terminate this agreement on written notice to the other party if a force majeure event persists for 30 days or longer.

Independent Contractors. The relationship of HostedBizz and Reseller established by this Agreement is that of independent contractors, and nothing contained in this Agreement will be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as legal Resellers, joint venturers, co-owners or otherwise as participants in a joint undertaking, or (iii) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever. All financial and other obligations associated with the businesses of HostedBizz and Reseller are their sole respective responsibilities.

Survival of Certain Terms. All provisions of this Agreement reasonably required to survive termination based on the terms of this Agreement shall survive termination of this Agreement. All other rights and obligations of the parties will cease upon termination of this Agreement.

Effect of Termination. Upon termination of this Agreement for any reason Reseller's access to the Services will end immediately and Reseller's account will be disabled. For a period of thirty (30) days following termination of this Agreement for any reason, HostedBizz will make available to Reseller a file of the Reseller Data if Reseller so request at the time of termination. Reseller agrees and acknowledges that HostedBizz is not obliged to retain the Reseller Data, and after thirty (30) days following termination, may delete such Reseller Data.

Entire Agreement and Waiver. This Agreement and all documents incorporated by reference hereto will constitute the entire agreement between the parties with respect to its subject matter, and all prior agreements, representations, and statements with respect to such subject matter are superseded. This Agreement may be changed by HostedBizz upon notification to Reseller. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such breaches and the waiver of any breach will not act as a waiver of subsequent breaches.

Reseller Support Training. HostedBizz shall provide you with initial training on the features and functionalities of the Services via documentation and our knowledge base. Any additional support training shall be provided via telephone, webinars, or onsite in our Kanata, Ontario facilities and may be subject to additional support training fees. Alternative training methods are also available for additional support training, as may be agreed between the parties from time to time.

Account Manager. HostedBizz will assign an account manager to you whose services will be free of charge to you.

End User Set-Up. Reseller may use the HostedBizz End User signup application or an application developed by Reseller for that purpose. HostedBizz accepts no responsibility for any End User setup application or signup wizard other than the one provided by HostedBizz.

Exhibit C

HostedBiz Terms and Conditions of Resale

These Terms and Conditions set out the provisions pursuant to which HostedBiz will grant the Reseller indicated on the Cover Sheet the right to access, use and resell the Services indicated on the Cover Sheet. These Terms and Conditions of Sale together with any Exhibits attached hereto (each as updated from time to time) together with the Cover Sheet constitute the "Agreement".

1. License Terms

1.1 Licenses

HostedBiz grants and Reseller hereby accepts and subject to the terms and conditions contained herein, a limited, nontransferable, non-exclusive and revocable license (the "License") in the Territory to access and use the Services and to access and use all material, information and technology offered as part of the Services including but not limited to documents, articles, reports, software, graphics, text, images and logos (the "Content") solely to:

- i) brand the Services for the purpose of providing products and services to Reseller's customers;
- ii) develop a customized catalogue of products and services to provide to Reseller's customers;
- and iii) use the Services to provision and provide Reseller's own products and services to Reseller's customers.

1.2 Third Party Contractors. HostedBiz grants

Reseller the right to allow Reseller's third party consultants and contractors ("Contractors") to access and use the Services solely for Reseller's internal business purposes, as set out in section 1.1 above, provided that the Contractors' use of the Services is in accordance with the terms of this Agreement and provided that such Contractors are bound by the same obligations of confidentiality which are no less onerous than those binding Reseller under this Agreement. Reseller acknowledges that it will be responsible for all acts and omissions of Reseller's Contractors.

1.3 Restrictions

Reseller acknowledges that the Services and the Content, constitute valuable trade secrets of HostedBizz and its licensors. Except as otherwise set out in this Agreement, Reseller shall not: (i) copy or use the Services or the Content; (ii) alter, modify, duplicate, translate, de-compile, reverse engineer, or attempt to recreate the Services or the Content, in whole or in part; (iii) modify or create any derivative works from the Services or the Content any part thereof; (iv) merge the Services or the Content with any other software; (v) disclose to any third party any performance information or analysis relating to the Services and the Content; (vi) license, sublicense, sell, convey, assign, transfer, give, lend, rent, transfer or otherwise grant any right to any of the Services or the Content or any of Reseller's rights hereunder, in whole or in part, voluntarily or involuntarily, by operation of law or otherwise, to any person, individual, legal or personal representative, partnership, company, corporation, syndicate, association, trust or governmental body otherwise; (vi) build any identical product to the Services or a product with similar ideas, features and functionality as the Services; and (vii) copy any ideas, features or functions of the Services. Reseller agrees to retain, on all copies of any Content Reseller downloads, all copyright and other proprietary notices contained in the Content. The Services and the Content are protected by Canadian and worldwide copyright laws and treaty provisions. Reseller agrees to comply with all copyright laws worldwide in Reseller's use of the Services and the Content and to prevent any unauthorized copying of the Content. Except as expressly provided herein, HostedBizz does not grant any express or implied right or license to Reseller under any intellectual property right, including under any patent, trade-mark, copyright, trade secret or confidential information of HostedBizz or its licensors.

2 Reseller Data

2.1 Reseller Data

In the course of using the Services, Reseller and or Reseller's customers may upload certain information, data and material through the Services (the "Reseller Data"). Reseller agrees that the Reseller Data will (i) comply with all applicable laws; (ii) not contain infringing, obscene, threatening, libelous, or other illegal material; (iii) not include material containing software viruses, worms, Trojan horses or other harmful computer codes, files scripts or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware telecommunications equipment; and (iv) not contain any content, work, name, logo or mark that infringes any intellectual property right of any person. Reseller acknowledges that to the extent HostedBizz is required to have access to Personal Information (as that term is defined under applicable law) Reseller is responsible for ensuring that it has obtained the necessary permissions and consents from the person to whom the Personal Information pertains, and that Reseller has complied with all relevant privacy laws in collecting, using the disclosing such Personal Information including to HostedBizz in connection with delivery of the Services.

2.2 Ownership

As between HostedBizz and Reseller, Reseller owns the Reseller Data and all intellectual property rights therein. Reseller will have sole responsibility for the accuracy, quality, integrity, reliability, appropriateness and intellectual property ownership and for obtaining the right to use all of the Reseller Data submitted by Reseller.

3 Reseller Responsibilities

3.1 Account

Reseller is responsible for all of the activity associated with Reseller's account and Reseller agrees to notify HostedBizz immediately in the event of any unauthorized use of Reseller's account or password or if Reseller suspects its account or password has been compromised in any way. Reseller agrees not to misrepresent itself in order to gain access to the Services. Reseller is responsible for advising HostedBizz of any change in Reseller's billing or contact information.

3.2 Acceptable Use Policy

Reseller must at all times comply with the terms and conditions of HostedBizz's Acceptable Use Policy which is set out in Exhibit A hereto and is incorporated herein by reference. Reseller will also ensure that Reseller's customers who use the Services will also comply with the Acceptable Use Policy. HostedBizz reserves the right to amend its Acceptable Use Policy. Reseller's continued use of the Services after modification of the Acceptable Use Policy constitutes Reseller's acceptance of such modifications.

3.3 Applicable Laws

Reseller must abide by all applicable local, provincial, state and national laws and all relevant treaties and directives in Reseller's use of the Services.

3.4 Limiting Access

Reseller shall not permit persons other than its authorized customers or representatives to access the Services. Reseller represents that it is not a competitor of HostedBizz and agrees that it shall not knowingly allow competitors of HostedBizz to access the Services.

3.5 No Responsibility

HostedBizz accepts no responsibility and shall not be held liable for any delays, performance issues, stoppages, outages, increased costs or other similar events relating to the Services resulting from Reseller's failure to adhere to the provisions set out in this Section.

4 Ownership

4.1 Ownership of Software

HostedBizz and its licensors own all right, title and interest in and to the Services and the Content, including without limitation, all copyrights, trade secrets, patents, and other intellectual property rights. Upon termination of this Agreement unless otherwise provided herein, all of Reseller's rights in connection with the Services and the Content, including but not limited to the right to access and use the Services and the Content and to allow Reseller's customers to access the use the Services, will terminate.

4.2 Trade-marks

The trade-marks, logos and company names of HostedBizz or any of its affiliates and licensors used as part of the Services and the Content may not be copied, imitated or used, in whole or in part, without the prior written consent of HostedBizz or any such affiliate or licensor. Other products, services logos and company names mentioned as part of the Services and in the Content may be the trade-marks of their respective owners.

4.3 Proprietary Notices

Reseller agrees not to alter, remove, deface or destroy any copyright, trade-mark or proprietary markings or confidential legends placed upon or contained in the Services and the Content or in or on any related material.

5 Warranties

5.1 Mutual Warranties

Each party represents and warrants to the other that:

(i) it has full power and authority to enter into this Agreement, and to perform its obligations under this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by the party and constitutes a legally enforceable agreement of the party; and (iii) this Agreement is not limited or restricted by, and is not in conflict with, any commercial arrangements,

obligations, contract, agreement or other instrument to which the representing party is either bound or subject.

5.2 Services

HostedBiz warrants that the Services will operate in substantial conformity with the specifications set out in the user documentation during the Term.

5.3 Content

The Content may contain inaccuracies and typographical errors. HostedBiz makes no representation or warranty regarding the accuracy or completeness of the Content or information accessible while using the Services, or the reliability of any advice, opinion, statement or other information displayed or distributed through the Services. Reseller acknowledges that any reliance on any of the foregoing and Reseller's use of the Services and the Content shall be at Reseller's sole risk. HostedBiz reserves the right, in its sole discretion, to correct any errors or omissions in any part of the Services or in any portion of the Content. HostedBiz may make any other changes to the Services and the Content at any time without notice.

5.4 Warranty Disclaimer.

EXCEPT FOR THE WARRANTIES IN THIS SECTION 6, THE SERVICES AND THE CONTENT ARE PROVIDED "AS IS" AND HOSTEDBIZZ AND ITS LICENSORS HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HOSTEDBIZZ DOES NOT WARRANT THAT THE SERVICES AND THE CONTENT WILL MEET RESELLER'S REQUIREMENTS, THAT THE SERVICES AND/OR THE CONTENT WILL BE FREE FROM ERRORS OR FUNCTION WITHOUT INTERRUPTION, THAT ANY STORED DATA WILL BE ACCURATE OR RELIABLE NOR THAT ANY RESELLER DATA CAN BE RESTORED FROM ANY PARTICULAR BACKUP PROCEDURE. HOSTEDBIZZ DOES NOT WARRANT THAT USE OF THE SERVICES WILL ENABLE RESELLER TO ACHIEVE ANY PARTICULAR RESULT OR RESULTS IN RESELLER'S BUSINESS OPERATIONS.

6 Limitation of Liability

6.1 WITH THE EXCEPTION OF HOSTEDBIZZ'S INDEMNIFICATION SET OUT IN SECTION 8, IN NO EVENT WILL HOSTEDBIZZ BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, LOSS OF

PROFITS, COST OF COVER, ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICES OR THE CONTENT, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY. IN ADDITION, EXCEPT WITH RESPECT TO CLAIMS BASED ON WILFUL MISCONDUCT OR GROSS NEGLIGENCE, IN NO EVENT WILL HOSTEDBIZZ BE LIABLE FOR ANY DAMAGES OF ANY KIND GREATER THAN THE AMOUNTS PAID TO HOSTEDBIZZ HEREUNDER. HOSTEDBIZZ WILL NOT BE LIABLE FOR ANY DELAYS OR DAMAGES ATTRIBUTABLE TO HOSTEDBIZZ RESELLER AGREEMENT PROBLEMS INHERENT IN INTERNET AND ELECTRONIC COMMUNICATION. THESE LIMITATIONS WILL APPLY EVEN IF HOSTEDBIZZ HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF THIS SECTION SHALL APPLY EVEN IN THE EVENT OF A FAILURE OF THE ESSENTIAL PURPOSE OF THIS PROVISION.

7 Indemnification

7.1 Indemnification by HostedBizz

HostedBizz shall indemnify, defend and hold Reseller harmless from any claims, demands, liabilities, losses, damages, judgments or settlements, including all reasonable costs and expenses related thereto including legal fees, directly or indirectly resulting from any claimed infringement or violation by HostedBizz of any Proprietary Right with respect to the Services and the Content; provided, however, that the foregoing notwithstanding, HostedBizz's obligation to indemnify will not apply to an infringement or violation that is attributable to any unauthorized use, access or modification of the Services by Reseller's or Reseller's employees, agents or customers.

7.2 Cooperation

Notwithstanding Section 8.1 of this Agreement, HostedBizz is under no obligation to indemnify and hold Reseller harmless unless (i) HostedBizz receives notice of the suit or claim from Reseller and is furnished with a copy of each communication, notice or other action relating to said claim promptly after Reseller receives such notice and each such communication; provided that, failure to deliver timely notice shall not relieve HostedBizz of its obligations hereunder unless HostedBizz is materially prejudiced by such failure; (ii) HostedBizz will have the right to assume sole authority to conduct the trial or settlement of such claim or any negotiations related thereto at HostedBizz's expense; and (iii) Reseller will provide reasonable information and assistance requested by HostedBizz in connection with such claim or suit, at HostedBizz's cost and expense.

7.3 Indemnification by Reseller

Reseller shall indemnify, defend and hold HostedBizz harmless from any claims, demands, liabilities, losses, damages, judgments or settlements, including all reasonable costs and expenses related thereto including legal fees, directly or indirectly resulting from (a) any breach of Reseller's warranties or obligations under this Agreement; (b) any allegation that the Reseller Data or Reseller's products or services infringes the Proprietary Rights of any third party; (c) Reseller's negligent or willful misconduct; and (d) any violation by Reseller of any privacy laws, regulations and directives relating to the collection, use or disclosure of any Personal Information provided to HostedBizz hereunder; (e) the infringement of breach of an obligation of confidentiality, (f) independently developed by employees of recipient without access to the Confidential Information of the disclosing party, (iv) rightfully known to the recipient at the time of disclosure, or (v) produced in compliance with applicable law or a court order, provided the other party is given reasonable notice of such law or order and an opportunity to attempt to preclude or limit such production. Reseller agrees that the terms and conditions of this Agreement will be considered to be Confidential Information of HostedBizz.

8. Confidential Information; Non-Solicit

8.1 Definition of Confidential Information

Neither party shall use or disclose any Confidential Information of the other party. A party receiving Confidential Information from the other party will use the highest commercially reasonable degree of care to protect that Confidential Information. The Services and the Content, including methods, ideas or concepts utilized therein, and all information identified by a disclosing party as proprietary or confidential ("Confidential Information") will remain the sole property of such disclosing party, and will not be used or disclosed to any third party without the express written consent of the disclosing party (except to employees or consultants who are bound by a written agreement with such party to maintain the confidentiality of such Confidential Information in a manner consistent with this provision). Items shall not be considered to be Confidential Information if they are (i) available to the public other than by a breach of this Agreement or an agreement with the disclosing party, (ii) rightfully received from a third party not in breach of an obligation of confidentiality, (iii) independently developed by employees of recipient without access to the Confidential Information of the disclosing party, (iv) rightfully known to the recipient at the time of disclosure, or (v) produced in compliance with applicable law or a court order, provided the other party is given reasonable notice of such law or order and an opportunity to attempt to preclude or limit such production. Reseller agrees that the terms and conditions of this Agreement will be considered to be Confidential Information of HostedBizz.

8.2 Customer Information

HostedBizz recognize that customer information provided by the Reseller is commercially valuable information. HostedBizz agrees to not disclose this customer information or undertake any marketing or sales activities into this customer base which would be competitive to the services offered by the Reseller.

8.3 Non-Solicitation

During the term of this Agreement HostedBizz shall not solicit or approach the customers of Reseller to offer them products or services without prior written consent of Reseller. Any customer introduced by Reseller shall remain the customer of Reseller and in the event such customer approaches HostedBizz with its requirement such requirement shall be promptly directed to Reseller.

9 Miscellaneous

9.1 Notices

Any notice required or permitted hereunder will be in writing and will be given by electronic mail at resellers@HostedBizz.com and if to, Reseller, to Reseller's contact information on the Cover Sheet. Such notice will be deemed to have been received twelve (12) hours after it was sent.

9.2 Assignment

This Agreement may not be transferred or assigned, in whole or in part, by Reseller either voluntarily or by operation of law without the prior written consent of HostedBizz.

9.3 Governing Law; Dispute Resolution

This Agreement will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Except for disputes for which injunctive relief is sought (for example, to prevent the unauthorized use or disclosure of proprietary materials or information) the following procedures shall be used to resolve any dispute arising out of or in connection with this Agreement. Promptly after the written request of either party, each of the parties shall appoint a designated representative to meet in person or by telephone to attempt in good faith to resolve any dispute. If the designated representatives do not resolve the dispute within ten (10) days of such request, then an executive officer of each party shall meet in person or by telephone to review and attempt to resolve the dispute in good faith. The executive officers

shall have ten (10) days to attempt to resolve the dispute. Any disputes that are not otherwise resolved by the parties shall be submitted to a mediator acceptable to both Parties for non-binding mediation, and the costs of such mediation shall be shared equally by the Parties; (iii) if the dispute is not settled pursuant to the foregoing within twenty (20) Business Days after receipt of the Dispute Notice, either Party may seek any legal and equitable remedies available to it under applicable laws.

9.4 Force Majeure

Under no circumstances will either party be liable to the other for any failure to perform its obligations where such failure results from causes beyond that party's reasonable control. Either party may terminate this agreement on written notice to the other party if a force majeure event persists for 30 days or longer.

9.5 Independent Contractors

The relationship of HostedBizz and Reseller established by this Agreement is that of independent contractors, and nothing contained in this Agreement will be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as legal Resellers, joint venturers, co-owners or otherwise as participants in a joint undertaking, or (iii) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever. All financial and other obligations associated with the businesses of HostedBizz and Reseller are their sole respective responsibilities.

9.6 Survival of Certain Terms

All provisions of this Agreement reasonably required to survive termination based on the terms of this Agreement shall survive termination of this Agreement. All other rights and obligations of the parties will cease upon termination of this Agreement.

9.7 Effect of Termination

Upon termination of this Agreement for any reason Reseller's access to the Services will end immediately and Reseller's account will be disabled. For a period of thirty (30) days following termination of this Agreement for any reason, HostedBizz will make available to Reseller a file of the Reseller Data if Reseller so request at the time of termination. Reseller agrees and acknowledges that HostedBizz is not obliged to retain the Reseller Data, and after thirty (30) days following termination, may delete such Reseller Data.

9.8 Entire Agreement and Waiver

This Agreement and all documents incorporated by reference hereto will constitute the entire agreement between the parties with respect to its subject matter, and all prior agreements, representations, and statements with respect to such subject matter are superseded. This Agreement may be changed by HostedBizz upon notification to Reseller. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such breaches and the waiver of any breach will not act as a waiver of subsequent breaches.

HostedBizz Service Level Agreement

Last Updated July 8, 2018

This document outlines the responsibilities from a support prospective as well as a service level agreement for both HostedBizz Inc. and our Customers.

1. Responsibilities

All Cloud Infrastructure Services Provided by HostedBizz

* The reseller is responsible for first line support to their customers and must establish their own SLA in this regard.*

HostedBizz Inc	Reseller
Network connectivity	Security
Power for the servers	System administration
Hardware failures/repair	Maintenance
Maintain Control Panel availability	Any other responsibilities not listed above in the HostedBizz list of responsibilities
Initial HostedBizz server deployment	

2. Work Requests Out of Responsibilities Scope

All work requests that are not covered under the responsibilities above will be considered for billable support upon submission via our web form or your account team. Rates vary depending on the scope of the request.

3. Service Availability

Our target availability for our physical servers is 99.99%. Target availability time is calculated on a monthly basis and is impacted by Power and Network availability to our physical servers only, excluding hardware failures.

Upon failure of meeting our availability standards as outlined above, customers will be credited 10% of their monthly costs for that specific service for that specific month that the outage took place for every 0.5% that availability falls below the standard, to a maximum of 50% of that particular services monthly fee to the customer.

Outage time is calculated from the time of the initial customer ticket to the time when power and or network availability have been restored to our physical servers.

4. Submission of Ticket Response Times

Emergency Support: Please call 1-855-GO-Hosted

Emergency support tickets are targeted for a 2-hour call back time. Outages will be reported on https://twitter.com/HBizz_Support

5. All Other Support Tickets

All other support tickets are targeted to receive a response within 24 business hours of the initial ticket being opened.

6. Operational Support

Phone & Email Ticket support daily from 8am–5pm EST.

1-855-464-6783

support@hostedbizz.com