

# General Term of Services Agreement

## PROVIDER INFORMATION

### **TANGRAM CANADA, INC**

The Exchange Tower  
130 King Street West, Suite 1800  
Toronto, Ontario M5X 1E3  
PHONE: +1 (647) 478-5424  
FAX: +1 (866) 685-4804  
E-MAIL: [sales@tanhost.com](mailto:sales@tanhost.com)

The foregoing Terms of Service applies automatically to all TANGRAM CANADA INC clients upon subscription to the Services including subscription through a third party or any commercial partner. BY SUBSCRIBING TO TANGRAM CANADA INC.'S SERVICES YOU ACCEPT THE POLICIES LISTED IN THIS DOCUMENT AND COMPLY WITH THEM. The service order is described as the package description as presented on the web site or the " service order " document in case of colocation and dedicated server services.

### **General**

TANGRAM CANADA INC., agrees to provide services described in the Service Order(s) signed by the parties ("Services") to the Customer subject to the following Terms of Service (TOS). Use of TANGRAM CANADA INC services constitutes acceptance and agreement to these Terms of Service and all attachments. TANGRAM CANADA INC will make all reasonable efforts to provide a quality service to the Customer.

### **Privacy**

TANGRAM CANADA INC will use the Customer's personal information only as reasonably necessary to provide contracted services and to collect fees owed and will not disclose such information to any third party except as required by law as evidenced by an Order of a Court of Competent Jurisdiction and to collection services if needed.

### **Bandwidth Services**

TANGRAM CANADA INC will provide to the Customer the Internet Connectivity, IP Addresses and Internet Traffic services (collectively, the "Bandwidth Services"), as specified in the Service Order.

### Shared Hosting

The Customer agrees to use bandwidth as described in the Acceptable Usage Policy.

### Dedicated Server and Colocation

The Customer agrees that bandwidth shall not exceed the number of gigabytes per month for the Services ordered by the Customer on the Service Order Form and that number of gigabytes is the sum of the incoming and outgoing data transfer for a period of 1 month. TANGRAM CANADA INC will monitor the Customer's bandwidth usage and shall have the right to take corrective action if the Customer's bandwidth usage exceeds

**TANGRAM CANADA INC**

the Agreed Usage. Such corrective action may include the assessment of additional charges based on the per gigabyte price stated on the Service Order.

### **Internet Protocol Addresses**

Any IP Addresses allocated to the Customer by TANGRAM CANADA INC must be maintained by the Customer in an efficient manner as deemed by RIPE or by ARIN (American Registry of Internet Numbers) and utilized within 30 days of assignment by TANGRAM CANADA INC to the Customer. Failure to comply with this Section may result in the revocation of IP Addresses by TANGRAM CANADA INC after five days written notice to the Customer. TANGRAM CANADA INC shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to the Customer by TANGRAM CANADA INC and TANGRAM CANADA INC reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion. All IP requests must be fully justified.

### **Other Services**

Upon request by the Customer, TANGRAM CANADA INC may at its option, provide the Customer with technical and non-technical support, such as equipment reboots, troubleshooting, Domain Name Services and other support, in connection with the Customer's use of the Customer Space and Bandwidth Services. The Customer agrees to pay the hourly rate of USD 50.00 for those other services.

### **Installation, removal, replacement, maintenance and access to equipments**

#### Shared Hosting and Dedicated Servers

TANGRAM CANADA INC is the owner of the equipment used by the Customer and grants a license to use this equipment. The Customer has no proprietary rights to the equipment unless otherwise specifically provided for in the Service Order Form. Physical access to the equipment by the Customer is strictly prohibited.

#### Colocation

TANGRAM CANADA INC grants to the Customer, as of the Effective Date, the right to operate, install, remove, replace and maintain a specific physical server hardware located in one of TANGRAM CANADA INC.'s datacenters and described in the Service Order. The Customer must install the hardware in the space identified on the service order and reserved for its usage. The Customer will be responsible for the delivery of the Equipment. The Customer represents and warrants that it either owns all Equipment or has the lawful right to locate the Equipment in the Premises. During the Term of this Agreement, the Customer will immediately notify TANGRAM CANADA INC of any space, power or other requirements associated with the installation or operation of the Equipment. TANGRAM CANADA INC will have no duty to monitor, maintain or care for the Equipment. Upon termination or expiration of the Term of this Agreement, unless prohibited by TANGRAM CANADA INC as permitted by this Agreement, the Customer will remove the Equipment from the Premises. Unless the Parties otherwise agree in writing, in the event the Equipment has not been removed within 5 days following the termination or expiration, TANGRAM CANADA INC will have the right to remove, relocate, or otherwise store the Equipment at the Customer's expense without liability to the TANGRAM CANADA INC.

#### Colocation - Individual server space

The Customer will be responsible for the delivery of the Equipment. TANGRAM CANADA INC is responsible of the initial installation of the equipment in the individual server space. Access to the equipment is authorized during business hours upon previous written notification from the Customer and when accompanied by a TANGRAM CANADA INC staff member. Emergency access can be arranged outside

**TANGRAM CANADA INC**

business hours, the Customer will pay for emergency access requests in accordance with emergency hourly rate charged by TANGRAM CANADA INC from time to time.

#### Colocation - Private space

The Customer will be responsible for the delivery and installation of the Equipment in the private space. Upon request, the Customer can get 24/7 access to the private space. TANGRAM CANADA INC reserves the right to approve of the Customer's technicians and other contractors and to require identification, fingerprints and photos of each individual who have access to the Premises. The Customer will cause its employees, agents, contractors or invitees who have access to the premises to conform with all TANGRAM CANADA INC terms, rules and regulations (as amended by TANGRAM CANADA INC from time to time). Except with TANGRAM CANADA INC.'s prior written approval and subject to the terms of this Agreement, the Customer may only remove Equipment upon reasonable prior written notice to TANGRAM CANADA INC and during business days between 9:00 a.m. and 4:00 p.m. The Customer will only install or place Equipment in the Customer Space. No access will be given to the shared/individual or private space at anytime, under any circumstances unless in the company of an authorized employee of TANGRAM CANADA INC.

#### **Periodic Inspections**

The Supplier reserves that right to make periodic inspections of any part of the Customer Space or Equipment. The Customer will get 1 day notice in case of such periodic inspections.

#### **Consent to Video Monitoring**

The Customer acknowledges, agrees and hereby consents under applicable privacy laws that the Supplier may monitor the premises and the Customer space by way of closed circuit television or other monitoring devices for the purposes of maintaining the safety and security of the premises, any equipment in the premises, and any persons using or present in the premises from time to time. Access control system may include biometric readers, fully caged infrastructure areas, and lockable racks. As an option, the Supplier may provide optional rack door contact sensors with logging and alarm, as well as in-suite video surveillance.

#### **Immediate Threats**

If, in the determination of TANGRAM CANADA INC., acting reasonably, the Equipment, software or hosted applications used by the Customer or the activities of the Customer poses an immediate threat to the physical integrity of the Premises or the physical integrity or performance of the equipment or network of TANGRAM CANADA INC or any other user of the Premises, or poses an immediate threat to the safety of any person, then TANGRAM CANADA INC may perform such work and take such other actions that it may consider necessary, without prior notice to the Customer and without liability for damage to the Equipment or Data for any interruption of the Customer's (or its Customers') businesses. As soon as practicable after performing such work, TANGRAM CANADA INC will advise, by email, the Customer of the work performed or the action taken. TANGRAM CANADA INC may remove equipment if there appears to be a threat as described above or at the end of the Contract with the Customer.

#### **Relocation**

The Customer will, upon email request from TANGRAM CANADA INC.'s, relocate the Equipment, server or web site to other comparable space offered by TANGRAM CANADA INC within 30 days of such request, without compensation from TANGRAM CANADA INC..

#### **Customer default**

If the Customer is in default of any of its obligations under this Agreement, then TANGRAM CANADA INC may in its sole discretion do any or all of the following: (i) suspend access to the Customer Space or the

**TANGRAM CANADA INC**

Premises, after one day written or email notice to the Customer. (ii) if the Customer's default is non-payment of any sums due to TANGRAM CANADA INC., exercise all the rights and remedies of a secured party under applicable law including, without limitation, with one day written or email notice to the Customer, TANGRAM CANADA INC may seize the Equipment and sell the Equipment to third parties in satisfaction of any Customer indebtedness owing to TANGRAM CANADA INC as well as any costs (including reasonable legal fees) incurred by TANGRAM CANADA INC in exercising any remedy under this Agreement.

### **Billing and termination**

Invoices are sent by email, upon request a copy can be sent by mail. First Month's Payment shown in the Service Order must be paid by the Customer to TANGRAM CANADA INC before commencement of the Term. All other invoices must be paid by the Customer within ten (10) days from the date of TANGRAM CANADA INC's invoices, which invoices will be issued 5 days before the end of the last paid period.

### **Payments**

The Customer will pay TANGRAM CANADA INC the One-Time Install Fees and Recurring Monthly Fees specified in the Service Order, as well as any charges for Other Services and the Customer will pay all applicable taxes levied against or upon the services stipulated in the Service Order (as amended by the parties from time to time) or otherwise provided by TANGRAM CANADA INC under this Agreement. All One-Time Install Fees will be payable in advance. Recurring Monthly Fees will be payable in advance upon the Customer's chosen payment period. All other fees and the cost will be payable monthly and payment due on the renewal date. Except for the First Month's Payment shown in the Service Order, which must be paid by the Customer to TANGRAM CANADA INC before commencement of the Term, all amounts will be payable in Euros or Canadian Dollars or United States Dollars within ten (10) days from the date of TANGRAM CANADA INC.'s invoices, which invoices will be issued 5 days before the end of the last paid period. The Customer will pay by wire transfer or pre-authorized payment to a Customer credit card remitted to TANGRAM CANADA INC Service interrupted for nonpayment is subject to a USD 50.00 reconnect charge. If you desire to cancel your account, please follow the proper procedure to do this as outlined in this TOS. A USD 25.00 renewal fee will apply to all renewals. Any payment not made when due will be subject to interest of two percent (2%) per month compounded monthly (equivalent to a yearly interest rate of 26.86%). Where TANGRAM CANADA INC has concerns about the Customer's ability to pay, TANGRAM CANADA INC may require the Customer to enter into an arrangement for payment by way of pre-authorized payment by the Customer credit card, at the option of TANGRAM CANADA INC

### **Late payment**

Service will be interrupted on past due accounts after a 48 hours notification. Service interrupted for nonpayment is subject to a USD 50.00 reconnect charge. Accounts that are not paid to TANGRAM CANADA INC within forty five days of the due date will be turned over to an outside collection agency for collection. If your account is turned over for collection, you agree to pay the company a "Processing and Collection" Fee. If you desire to cancel your account, please follow the proper procedure to do this as outlined in this TOS. In addition to the foregoing, if the late payment persists for ten (10) days, no access to the Customer's equipment will be provided to the Customer until payment is made. If payment is not made for fifteen (15) days, the Customer's equipment will be disconnected from the network and electrical system, until payment is made. If late payment is not made within thirty (30) days, all of the Customer's equipment may be seized by TANGRAM CANADA INC and sold for monies owing. Any surplus funds available after the costs of seizure and sale are deducted will be returned to the Customer. TANGRAM CANADA INC will attempt to sell the equipment quickly and will not be responsible for any claim from the Customer with respect to the sale price of their equipment.

### **TANGRAM CANADA INC**

## **Changes**

Upon 30 days or greater written notice, prior to the end of the initial commitment period, TANGRAM CANADA INC may change any fees payable under this Agreement. The Customer may cancel any contract on thirty days written notice if they are not satisfied with the increase. TANGRAM CANADA INC may increase the fees at any time without notice where the purpose of the increase is to recover increased electricity costs TANGRAM CANADA INC may incur from its electricity provider. The Customer will get fifteen (15) days notice in case of such fees changes.

## **Term and termination**

The term of this Agreement shall begin when the Service Order Form is received and shall be for the period stated in the "**Term and termination**" section of the Service Order. If no term is stated, the term will be of 1 month. Agreement is renewed for successive 1 month periods after initial commitment, until terminated by either Party. After initial commitment stated on the service order, either party may terminate this Agreement (a) at the end of an Initial Term or Renewal Term by providing the other Party with at least thirty (30) days prior written notice (notices provided during a monthly Renewal Term will not be effective until the end of the next month (i.e., notice received April 20th is effective June 1st), or (b) if the other party (a) commits a material default (which, in the case of the Customer, will include any failure to make any payment when due) and fails to rectify such default within 10 days after being given notice of such default by the other party, or (c) becomes the subject of any voluntary proceedings under any bankruptcy or insolvency laws, or becomes the subject of any involuntary proceedings under any bankruptcy or insolvency laws which are not dismissed or withdrawn within 60 days after filing. Cancellation requests must be made in writing with the Customer's signature with at least 30 days notice and sent by email to: [sales@tanhost.com](mailto:sales@tanhost.com).

If a Service is terminated prior to the Service Date, Customer shall pay TANGRAM CANADA INC for all Initial Costs for such Service. If the Service is terminated after the Service Date, Customer shall pay TANGRAM CANADA INC (a) for the Service up through the date of termination. Customer acknowledges that because actual damages to TANGRAM CANADA INC caused by early termination of a Service order are uncertain and would be difficult to determine, the Termination Charge is a reasonable liquidated damage and is not a penalty. Any reconnections of the Service shall result in additional reconnection charges to Customer at TANGRAM CANADA INC's then-prevailing rates.

## **Payment obligation**

Upon account activation, TANGRAM CANADA INC., reserves space, equipment and resources for the Customer's needs. Customers must pay their account even if they are not making any use of it.

## **Credit Authorization**

The Customer hereby authorizes TANGRAM CANADA INC and gives consent to TANGRAM CANADA INC under applicable privacy laws for TANGRAM CANADA INC to obtain credit information and bank and other financial references regarding the Customer for the purposes of assessing the Customer's credit worthiness, and the Customer will promptly execute and deliver to TANGRAM CANADA INC such further documents and assurances and take such further actions as TANGRAM CANADA INC may from time to time reasonably request in order to carry out the intent and purpose of this Section. The Customer also agrees to provide a copy of their own Credit Bureau Report, if requested by TANGRAM CANADA INC., not more than once a year.

## **TANGRAM CANADA INC**

### **Guaranteed electrical power**

TANGRAM CANADA INC guarantees the electrical power supply of its datacenter to 100% for all the Customers subscribed to a solution which includes an electrical supply port or an amp circuit. The provider will be fined as described in section "Other warranties" and the fine will be credited in to the balance of the customer in the event of an outage and when there is not a reasonable explanation by the provider.

### **Guaranteed hardware replacement**

This guarantee is only applicable to TANGRAM CANADA INC.'s Dedicated Server Customers. The dysfunctional dedicated server hardware will be replaced in the Data Center within a twenty four (24) hour period of time as fast as possible and within the nearest business day (for period 9AM– 4PM, time zone GMT +2hr). The equipment will be replaced with the same one or one that matches the original one if the provider does not have the ability to replace it with the exact same one.

### **Other warranties**

TANGRAM CANADA INC warrants that the Service(s) shall be provided in a workmanlike and professional manner. Upon TANGRAM CANADA INC.'s breach of the foregoing warranty or any of the above-referenced "guarantees", the Customer's sole and exclusive remedy shall be to require TANGRAM CANADA INC to exercise commercially reasonable efforts to repair or replace the nonconforming Service(s); provided, however, that, with respect to any Service(s) which are interrupted or rendered inoperable due solely to TANGRAM CANADA INC.'s breach of the foregoing warranties or the above guarantees, for any time period. TANGRAM CANADA INC will not be liable to any extent whatsoever for interruption, restriction, inoperability or malfunction of any Service(s) which is not caused solely by a breach of the warranties set forth in this Section. TANGRAM CANADA INC expressly reserves the right to suspend, interfere with, impair or terminate Service(s) as necessary for purposes of maintenance, upgrades or repair (either by TANGRAM CANADA INC or by any Supplier, partner or independent contractor of TANGRAM CANADA INC.) or in the event of any circumstance which TANGRAM CANADA INC., in its sole discretion, deems necessary or desirable to prevent or remedy an impairment of, or harm to, the integrity or functionality of any Service(s) or any plant, services or facilities of any Indemnities or of any third party, and neither the exercise nor the non-exercise of the foregoing rights or discretion shall constitute a breach of any provision of this Agreement.

### **Uptime Guarantee Terms**

TANGRAM CANADA INC guarantees 99.99% network uptime for all subscribers of a solution which includes a network connection. Unavailability is defined by failed PING commands to the IP address of the machine hosting your web site. This unavailability must be directly caused by problems in the connection linking the TANGRAM CANADA INC to the Internet and must be verifiable from multiple external Internet hosts.

The guarantee is limited to network unavailability on the network operated by the TANGRAM CANADA INC and the hardware owned by the TANGRAM CANADA INC or one of direct Suppliers. The guarantee is in no case applicable to external network problems that might cause local perturbations for some internet service providers. The guarantee is in no case applicable, without being limited, to unavailability caused by hardware or software malfunctions, unavailability caused by the application of the acceptable use policy, to a network slowdown, to planned maintenance activities or to any event that is not directly under the TANGRAM CANADA INC.'s direct control. Any request for credit concerning a problem other than network uptime will be analyzed and treated individually as an independent request which is not subject to the network uptime guarantee.

### **TANGRAM CANADA INC**

The guarantee is limited to the network unavailability. You may verify it by using the "ping" and "traceroute" commands. All requests must be made within seven (7) days following the end of the month in question. Reclamations must include the time of the start of the unavailability, the time of the return to normal, at least 3 "traceroute" commands taken during the unavailability, the name of the client, the client's main domain name and the client's account number. The thoroughly filled reclamation form must be sent by fax. Any incomplete reclamation form will be discarded. The request will be processed within 10 to 15 days following its reception.

EXCEPT AS SET FORTH IN THIS SECTION AND THE ABOVE GUARANTEES TANGRAM CANADA INC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONTRACTUAL OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF UNINTERRUPTED OR ERROR-FREE OPERATION AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICE(S) OR ANY ASPECT THEREOF, AND ALL WARRANTIES WITH RESPECT THERETO ARE HEREBY EXPRESSLY DISCLAIMED.

### **Arbitration**

Any and all disputes and differences, which may arise out of, or in relation to the subject of this Terms of Service, shall be settled as far as possible by means of negotiations between the Parties.

### **Limitation of Liability**

THE CUSTOMER ACKNOWLEDGES THAT TANGRAM CANADA INC PERMITS OTHER CUSTOMERS TO INSTALL THEIR SOFTWARE AND EQUIPMENT IN THE PREMISES. TANGRAM CANADA INC WILL HAVE NO LIABILITY FOR ANY DAMAGES, COSTS, OR LOSSES INCURRED BY THE CUSTOMER (OR ITS RESALE CUSTOMERS) CAUSED BY SUCH OTHER LICENSEES' ACTS, EQUIPMENT, SOFTWARES, ACTIVITIES OR FAILURES TO ACT. THE LIMIT OF TANGRAM CANADA INC.'S LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR BY STATUTE OR OTHERWISE TO THE CUSTOMER (OR ITS CUSTOMERS) CONCERNING PERFORMANCE OR NON-PERFORMANCE IN ANY MANNER RELATED TO THIS AGREEMENT, FOR ANY AND ALL CLAIMS WILL NOT, IN THE AGGREGATE, EXCEED THE TOTAL FEES PAID BY THE CUSTOMER TO TANGRAM CANADA INC UNDER THIS AGREEMENT IN THE IMMEDIATELY PRECEDING MONTH FROM THE DATE THE CLAIM AROSE. IN NO EVENT WILL TANGRAM CANADA INC BE LIABLE FOR ANY LOST PROFITS, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

### **Force Majeure**

Neither party will be liable for any delay, interruption or failure in the performance of its obligations if caused by acts of God, war, declared or undeclared, fire, flood, storm, slide, earthquake, or other similar event beyond the control of the party affected ("Force Majeure"). If any Force Majeure occurs, the party claiming the Force Majeure will promptly notify the other. The party claiming the Force Majeure will use commercially reasonable efforts to eliminate or remedy

### **Backup copies**

#### Shared Hosting

TANGRAM CANADA INC will make all possible efforts to provide a backup mechanism and keep complete backup copies of all shared hosting solutions. However, the Customer must keep a personal backup copy of its software, sites, databases and all hosted content. TANGRAM CANADA INC should not be held responsible of any loss of data or data corruption.

**TANGRAM CANADA INC**

### Dedicated Server and Colocation

TANGRAM CANADA INC can, upon request, activate a minimal (1GB) free backup service for colocation and dedicated server Customers. The Customers purchasing management packages can also ask TANGRAM CANADA INC to activate their backup service. Backup Service is provided without any guarantee and only activated upon request. The Customer using TANGRAM CANADA INC.'s backup services must make sure he receives the daily backup report and that the report is reflecting the desired backup configuration. The Customer must keep a personal backup copy of its software's, sites, databases and all hosted content. TANGRAM CANADA INC should not be held responsible of any loss of data or data corruption.

### **Reselling**

The Customer in the normal course of its business may resell to its Customers use (subject to all the terms of this Agreement) of the Customer Space, Resources and Bandwidth Services provided by TANGRAM CANADA INC to the Customer pursuant to this Agreement, except that the Customer will not allow such Customers to interconnect with other users in the Premises Any act or omission of any such Customer that would be a breach of this Agreement if committed by the Customer will be deemed a breach of this Agreement by the Customer. The Customer agrees to defend, indemnify and hold harmless TANGRAM CANADA INC., and its officers, directors and employees (collectively, the "Indemnities"), from any and all liabilities, costs and expenses, including reasonable legal fees, related to or arising from (i) any act or omission of any such the Customer that would be a breach of this Agreement if committed by the Customer, and (ii) any claim by any such Customer arising from use of the Premises, services provided by TANGRAM CANADA INC under this Agreement or otherwise from performance or non-performance by a party in any manner related to this Agreement.

### **Responsibility for Content**

The Customer is solely responsible for the content stored on and served by his servers. The Customer will ensure all of its documents comply with URL legal and technical requirements.

### **Entire agreement.**

This Agreement including the attachments hereto and any Service Orders signed by the parties constitute the entire agreement between the parties regarding the subject matter hereof and supersede all proposals and prior discussions and writings between the parties with respect thereto. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, TANGRAM CANADA INC MAKES NO REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ALL IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR TITLE OR NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. In case of any dispute or inconsistency this main agreement, any attachments, and/or any Service Order, the Service Order will take first priority, this main agreement will take second priority and the attachment will take third priority in interpreting the parties' rights and obligations.

### **Severability and Reformation**

If any portion of this Agreement is determined to be or becomes unenforceable or illegal, such portion will be reformed to the minimum extent necessary in order for this Agreement to remain in effect in accordance with its terms as modified by such reformation.

### **Choice of Law and Attornment**

**TANGRAM CANADA INC**

This Agreement shall be construed in all respects in accordance with the laws of the Province of Ontario, Canada applicable to contracts enforceable in Ontario, without regard to conflicts of law provisions. The parties hereby irrevocably and unconditionally attorn to the jurisdiction of the courts of Ontario where the Premises are located, and all Courts Competent to hear appeals therefrom.

### **Complaints**

Complaints or Terms of Sale & Acceptable use Policy violations must be reported to sales@tanhost.com.

### **Changes and rights**

TANGRAM CANADA INC may vary these rules and regulations from time to time in its sole discretion, and the Customer will comply with all other reasonable security requirements that TANGRAM CANADA INC may impose from time to time, provided that the Customer has been given 30 days notice.

By signing up for the TANGRAM CANADA INC.'s services on the Internet, or by using any other means of subscription including subscription via a third party, a sales representative of commercialization partner, the Customer understand and accept the terms of service.

TANGRAM CANADA INC may require a signed copy of this document, notwithstanding an electric signature is binding.

The terms of service are amended as stated herein or as we may amend from time to time on twenty one days notice to the Customer:

TANGRAM CANADA INC – no Customer shall use the name TANGRAM CANADA INC in any of its advertising or promotional material without the specific written consent of TANGRAM CANADA INC., which consent will generally be denied.

The authorized use policy of TANGRAM CANADA INC will be binding on all Customers, as amended from time to time. Any amendments will be ending on the Customer from the Twenty-First day following the giving of notice of the amendment by TANGRAM CANADA INC The current authorized use policy is attached hereto.

### **Guarantee Confirmation**

The guarantees contained in this contract are automatically valid for all of the TANGRAM CANADA INC.'s subscribers. TANGRAM CANADA INC reserves the right to modify the present guarantee at any time, on twenty-one days notice. The modifications will be shown on this page. If you wish a written confirmation of this guarantee, please fax to +1 (866) 685-4804 or email this page to sales@tanhost.com and we will return it signed and approved.