



PureWeb

**MASTER SOFTWARE, SERVICES
AND DISTRIBUTION AGREEMENT**

Between

PUREWEB INC.

and

[CUSTOMER]

[CUSTOMER LOGO]

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MASTER SOFTWARE, SERVICES AND DISTRIBUTION AGREEMENT

THIS SOFTWARE, SERVICES AND DISTRIBUTION MASTER AGREEMENT EFFECTIVE AS OF [DATE],

BETWEEN:

PUREWEB INC.
("Provider")

And

[CUSTOMER NAME]
("Customer")

WHEREAS:

- A. Provider is a body corporate incorporated under the laws of the Province of Alberta, and having its principal place of business at Suite 200, 119 6th Avenue SW, Calgary, Alberta, Canada T2P OP8
- B. Customer is a **[limited liability]** company formed under the laws of **[COUNTRY]** and having its principal place of business at **[ADDRESS]**.
- C. The Provider and Customer are herein collectively referred to as the "**Parties**" or individually a "**Party**". Terms and Conditions hereto shall in all cases be incorporated into and form part of this Agreement, and apply to any and all dealings of any kind between the Parties. Other Schedules stated to be applicable are incorporated into and form part of this Agreement.
- D. Provider has developed certain technology, as further described below, to provide a service that delivers access to PureWeb's technology, along with maintenance and support (if required). Customer desires to subscribe to the Services and Provider desires to provide access to the Provider system and provide the Services on the terms and conditions set forth herein.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement, the Partners agree as follows:

1. INTERPRETATION

1.1 Definitions

Whenever used in the Master Software, Services and Distribution Agreement, the following words and expressions shall have the respective meanings ascribed to them as follows:

“**Agreement**” means these Terms and Conditions, the Services and Fees, and the attached Schedules incorporated by reference in to this Agreement.

“**Confidential Information**” means all information regarding a party’s business, including, without limitation, technical, marketing, financial, employee, planning, and other confidential or proprietary information, disclosed under this Agreement, that is clearly identified as confidential or proprietary at the time of disclosure or that the receiving party knew or should have known, under the circumstances, was considered confidential or proprietary. Confidential Information includes the Customer Data, information derived from or concerning the Services, the Provider System or the Documentation and the terms of this Agreement.

“**Customer Data**” means any data, information or information contained in any database, template or other similar document submitted by Customer through the Services or provided by Customer to Provider as part of the Services, and any data.

“**Documentation**” means the designated final user manuals, handbooks, online materials, specifications or forms furnished by Provider that describe the features, functionality or operation of the Provider System.

“**Fees**” is defined in **Section 4** hereof.

“**Services and Fees**” means collectively the order documents outlining the pricing to the Services (and any subsequent modifications to the subscription agreed to between the parties in writing from time to time) that, upon execution, are incorporated in and made a part of **Schedule A** to this Agreement from time to time.

“**Services**” means the on-line service delivered by Provider to Customer using the Provider System, as made available by Provider from time-to-time as specified in **Schedule A**.

“**Provider System**” means the technology, including hardware and software, used by Provider to deliver the Services to Customer in accordance with this Agreement.

“**Subscription Administrator**” means the individual assigned by Customer having responsibility over all administrative and billing matters relating to Customer’s use of the Services, as identified in **Schedule A**.

“**Users**” means Customer’s employees, representatives, consultants, contractors or agents who are authorized to use the Software and Services on behalf of Customer and have been supplied user identifications and passwords for this purpose.

“**USD**” refers to United States dollars, unless expressly indicated otherwise.

1.2 Interpretation and Governing Law

If there is a conflict between these Terms and Conditions and any other portion of this Agreement, or any Schedule, Schedule, addendum, appendix or any other referenced documents, these Terms and Conditions shall prevail unless such other portion of this Agreement expressly indicates that its particular terms and/or conditions prevail over these Terms and Conditions, and only to the extent so stated.

This Agreement shall be governed by the laws of the Province of Alberta, Canada and the federal laws of Canada applicable in Alberta. The Parties attorn to the non-exclusive jurisdiction of the courts of Alberta, sitting at Calgary, without regard to the conflicts of laws provisions of such courts.

1.3 Schedules

This Agreement includes and incorporates all of the Schedules listed below. The Parties may from time to time enter into new schedules and thereby add to or amend this Agreement, provided that any such addition or amendment shall be effective only if in writing and expressly accepted by Provider and Customer, in which case the date on which any such new schedule takes effect (the "Approval Date") shall be the Effective Date for such schedule. Unless

expressly stated otherwise in writing between the Parties, all such further schedules shall be subject to this Agreement.

Schedule	Description
Schedule A	Services and Fees
Schedule B	Support Services

2. SOFTWARE AND SERVICES

2.1 Subscription to the Software and Services

Subject to the terms of this Agreement, including, without limitation, the payment of the Fees set forth in **Section 4** hereof, Provider will provide access to and use of the Software and Services identified in **Schedule A** in accordance with this Agreement solely for Customer's internal business purposes and not for resale or to provide services to third parties. Customer may not transfer or sub-license any access, use or permission to the Services. Customer agrees that its purchase of the subscription is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Provider with respect to future functionality or features.

2.2 Additional Capacity

If Customer wishes to add additional capacity, Customer will request such additional capacity. Upon mutual execution of any such Schedule A to add capacity, Provider shall make the Software and Services available for the additional required capacity on the terms, conditions set forth in this Agreement, and each executed additional Schedule A.

2.3 Service Levels

Subject to the terms of this Agreement, including, without limitation, the payment of the Fees set forth in **Section 4** hereof, Provider shall use commercially reasonable efforts to (a) maintain the security of the Services; and (b) provide the support services described in **Schedule B**.

2.4 Intellectual Property Rights

Subject to the provisions of this Agreement, the Software and the Services shall remain the exclusive property of Provider, and are protected by Intellectual Property Rights, including copyright law and international treaties. Subject to continued compliance with the terms of this Agreement, Customer receives only certain limited uses and rights expressly stated herein to be granted. Except as expressly stated herein, nothing in this Agreement shall be construed as granting to Customer any waiver, permission, license or other right to use any Intellectual Property Rights which Provider may now or hereafter own or in which Provider may hold licensing rights.

2.5 No Sale of Goods

This Agreement is for software and services and is not a sale of goods. Notwithstanding the foregoing, the Parties expressly disclaim the United Nations Convention on the International Sale of Goods and agree that it shall not apply to this Agreement or any dealings between the Parties after the Effective Date unless otherwise further agreed in writing between the Parties.

2.6 Trademarks

PureWeb, Reality and Spaces and their respective logos are trademarks, and are the exclusive property of Provider with all rights reserved. Except as expressly stated herein pursuant to a grant of usage, nothing herein grants Customer any right, title or interest in or to the foregoing trademarks, and no license to use such trademarks is granted by Provider in this Agreement. Both parties grant the right to use and display certain trademarks, service marks, and logos (the "Marks") solely in connection with identifying the Software as described

hereunder and solely to the extent reasonably necessary for the use, resale, and sublicense of the Software, in accordance with the terms and conditions of this Agreement.

2.7 Prohibitions

Customer will not attempt or authorize and will not permit any Person to:

- a) modify, translate, reverse engineer, decompile, disassemble, alter or copy the Software or the Services, or create derivative works based on the Software or the Services, or assist or allow anyone to perform any one or more of any such acts;
- b) transfer this Agreement, or any Licenses granted hereunder, to any Third Party, or assign this Agreement without the written consent of Provider;
- c) remove, alter, obscure or obliterate any proprietary notices, or marks on the Software and Documentation;
- d) where restrictions on numbers of Users are applicable, allow access to more Concurrent Users than Licenses have been purchased for such access;

3. CUSTOMER'S USE OF THE SERVICES

3.1 Access and Security Guidelines

Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Software and Services, and notify Provider promptly of any such unauthorized use. Customer will not use its access to the Software and Services to: (a) harvest, collect, gather or assemble information or data regarding other Provider customers without their consent; (b) access or copy any data or information of other Provider customers without their consent; (c) knowingly interfere with or disrupt the integrity or performance of the Software and Services or the data contained therein; or (d) harass or interfere with another Provider customer's use and enjoyment of the Software and Services. Customer will, at all times, comply with all applicable local, state, federal, and foreign laws in using the Services.

3.2 Customer Data

Customer is solely responsible for the Customer Data and will not provide, post or transmit any Customer Data or any other information, data or material that: (a) infringes or violates any intellectual property rights, publicity/privacy rights, law or regulation; or (b) contains any viruses or programming routines intended to damage, surreptitiously intercept or expropriate any system, data or personal information. Provider may take remedial action if Customer Data violates this **Section 3.2**, however, Provider is under no obligation to review Customer Data for accuracy or potential liability.

3.3 Use Restrictions

Customer is responsible for all activities and interactions with our services. Customer will not, and will not attempt to: (a) reverse engineer, disassemble or decompile any component of the Provider System; (b) interfere in any manner with the operation of the Services, or the Provider System or the hardware and network used to operate the Services; (c) sublicense or transfer any of Customer's rights under this Agreement, except as otherwise provided in this Agreement, or otherwise use the Services for the benefit of a third party or to operate a service bureau; (d) modify, copy or make derivative works based on any part of the Provider System; or (e) otherwise use the Services in any manner that exceeds the scope of use permitted under **Section 2.1** hereof.

4. FEES, PAYMENT AND SUSPENSION OF SERVICES.

As consideration for the subscription to the Services and the support services provided by Provider under this Agreement, Customer will pay Provider the fees ("**Fees**") set forth in and in accordance with **Schedule A**. Price increases may occur from time to time with Thirty (30) days written notice to Client. All Fees will be billed within ten (10) days following the month of service,

and are due within thirty (30) days of receipt of invoice, unless otherwise agreed to in the order documents. Any Adjustments (overages or rebates) in any particular month will be reflected in the following month's invoice. Overdue amounts shall accrue interest at the rate of prime plus 3% per annum. Customer shall reimburse Provider for all expenses (including reasonable attorneys' fees) incurred by Provider to collect any amount that is not paid when due. All Fees owed by Customer in connection with this Agreement are exclusive of, and Customer shall pay, all sales, use, excise and other taxes that may be levied upon Customer in connection with this Agreement, except for employment taxes and taxes based on Provider's net income. Provider reserves the right (in addition to any other rights or remedies Provider may have) to discontinue the Services and Customer's access to the Services if any Fees set forth in **Schedule A** are more than thirty (30) days overdue until such amounts are paid in full. Customer shall maintain complete, accurate and up-to-date Customer billing and contact information at all times. Upon agreement execution, Licensee agrees to work with Provider to establish payment of invoices by wire transfer (subject to update by notification) to:

TD Bank

317 – 7th Avenue SW, Calgary, Alberta, Canada T2P 2Y9

Transit Number: 004

Branch Number: 80629

Account Number: 7310099

5. CONFIDENTIAL INFORMATION

5.1 Obligation

Each party agrees (a) to hold the other party's Confidential Information in strict confidence, (b) to limit access to the other party's Confidential Information to those of its employees or agents having a need to know and who are bound by confidentiality obligations at least as restrictive as those contained herein, and (c) not to use such Confidential Information for any purpose except as expressly permitted hereunder. Notwithstanding the foregoing, the receiving party will not be in violation of this **Section 5.1** with regard to a disclosure that was in response to a valid order or requirement by a court or other governmental body, *provided that* the receiving party gives the other party with prior written notice of such disclosure in order to permit the other party to seek confidential treatment of such information.

5.2 Exceptions

The restrictions on use and disclosure of Confidential Information set forth above will not apply to any Confidential Information, or portion thereof, which (a) is or becomes a part of the public domain through no act or omission of the receiving party, (b) was in the receiving party's lawful possession prior to the disclosure, as shown by the receiving party's competent written records, (c) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, as shown by the receiving party's competent written records, or (d) is lawfully disclosed to the receiving party by a third party without restriction on disclosure.

6. OWNERSHIP.

6.1 Provider System and Technology

Customer acknowledges that Provider retains all right, title and interest in and to the Provider System and all software, materials, formats, interfaces, information, data, content and Provider proprietary information and technology used by Provider or provided to Customer in connection with the Services (the "**Provider Technology**"), and that the Provider Technology is protected by intellectual property rights owned by or licensed to Provider. Other than as expressly set forth in this Agreement, no license or other rights in the Provider Technology are granted to the Customer, and all such rights are hereby expressly reserved by Provider.

Provider shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the Software and Services.

6.2 Customer Data

Customer retains all right, title and interest in and to the Customer Data. Provider will only use Customer Data to provide the Services under this Agreement. Customer will be solely responsible for providing all Customer Data required for the proper operation of the Services. Customer grants to Provider all necessary licenses in and to such Customer Data solely as necessary for Provider to provide the Services to Customer. Provider will not knowingly use or access any Customer Data unless authorized to do so by Customer and, in such circumstances, Provider will access and use such Customer Data only as required to perform requested services on behalf of Customer.

7. TERM AND TERMINATION.

7.1 Term

The initial term of this Agreement will commence on the Effective Date and continue for five (5) years, unless otherwise agreed to in the order documents. Thereafter, this Agreement will renew for additional one (1) year terms unless either party gives the other party prior written notice of non-renewal within sixty (60) days prior to the expiration of the then-current term. Provider reserves the right to increase the Fees applicable to any renewal term upon written notice to Customer.

7.2 Early Termination

Either party may terminate this Agreement upon written notice if the other party materially breaches the Agreement and does not cure such breach (if curable) within thirty (30) days after written notice of such breach. Upon the termination of this Agreement for any reason, (a) any amounts owed to Provider under this Agreement before such termination will become immediately due and payable; and (b) each party will return to the other all property (including any Confidential Information and Customer Data) of the other party in its possession or control. Provider agrees that upon any early termination of this Agreement, Provider will allow the Customer to access, without the right to modify, enhance or add to, the Customer Data (either through on-line access or an off-line mechanism provided by Provider) for a reasonable time period after termination. Thereafter, Provider will remove all Customer Data from the Provider System and all Customer access to or use of the Provider System and Services will be immediately suspended. The rights and duties of the parties under **Sections 4, 5, 6, 8, 9, 10, 11.3, 11.4** and **11.6** will survive the termination or expiration of this Agreement.

8. WARRANTY; DISCLAIMER

For a period of thirty (30) days after the Effective Date (the “**Software Warranty Period**”), Provider warrants that the Services, when used as permitted by Provider and in accordance with the instructions in the Documentation, will operate as described in the Documentation in all material respects. Other than the express warranty in the foregoing sentence, Provider makes no warranty concerning the Provider System or Services and Customer acknowledges that Provider’s sole obligation with regard to the Services is to provide the support services described in **Section 2.3** and **Schedule B** hereof. ACCORDINGLY, THE SERVICES, THE PROVIDER SYSTEM AND ALL OTHER DATA, MATERIALS, AND DOCUMENTATION PROVIDED IN CONNECTION WITH THIS AGREEMENT BY PROVIDER AND ITS SUPPLIERS ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. PROVIDER DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE PROPERLY AS INTEGRATED IN THE PRODUCTS OR ON ANY END-USER

SYSTEM(S). PROVIDER AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE PROVIDED ERROR-FREE, UNINTERRUPTED, COMPLETELY SECURE, OR VIRUS-FREE.

9. INDEMNITY

9.1 By Provider

If any action is instituted by a third party against Customer based upon a claim that the Services or Provider System, as delivered, infringes United States or Canadian copyright, Provider shall defend such action at its own expense on behalf of Customer and shall pay all damages attributable to such claim which are finally awarded against Customer or paid in settlement of such claim. Provider may, at its option and expense, and as Customer's exclusive remedy hereunder, (a) procure for Customer the right to continue using the Services, (b) replace or modify the Provider System or Services so that it is no longer infringing but continues to provide comparable functionality, or (c) terminate this Agreement and Customer's access to the Services and refund any amounts previously paid for the Services attributable to the remainder of the then-current term of this Agreement. Provider shall have no liability to Customer for any infringement action which arises out of a breach of the terms and conditions of this Agreement by Customer or of the use of the Services or Provider System (i) after it has been modified by Customer or a third party without Provider's prior written consent, or (ii) in combination with any other service, equipment, software or process not provided by Provider. This Section sets forth the entire obligation of Provider and the exclusive remedy of Customer against Provider or any of its suppliers for any alleged infringement or adjudicated infringement of any patent, copyright or other intellectual property right by the Services or Provider System.

9.2 By Customer

If any action is instituted by a third party against Provider (a) arising out of or relating to Customer's use of the Provider System or Services (including claims by any customer or business partner of Customer); or (b) alleging that the Customer Data, or the use of Customer Data pursuant to this Agreement, infringes the intellectual property or other right of a third party or otherwise causes harm to a third party, Customer will defend such action at its own expense on behalf of Provider and shall pay all damages attributable to such claim which are finally awarded against Provider or paid in settlement of such claim. Customer shall have no obligation under this Section for any claim or action that is described in **Section 9.1** above or arises out of a breach of this Agreement by Provider.

9.3 Conditions

Any party that is seeking to be indemnified under the provision of this **Section 9** (an "**Indemnified Party**") must (a) promptly notify the other party (the "**Indemnifying Party**") of any third-party claim, suit, or action for which it is seeking an indemnity hereunder (a "**Claim**"), and (b) give the Indemnifying Party the sole control over the defense of such Claim. However, if an Indemnified Party fails to notify the Indemnifying Party promptly, the Indemnifying Party will be relieved of its obligations under this **Section 9** only if and to the extent that its ability to defend the Claim is materially prejudiced by such failure. The Indemnifying Party may settle or compromise a Claim without the Indemnified Party's prior approval of any such settlement or compromise *only if* (A) such settlement involves no finding or admission of any breach by an Indemnified Party of any obligation to any third party, (B) such settlement has no effect on any other claim that may be made against an Indemnified Party or any defense that an Indemnified Party may assert in any such claim, and (C) the sole relief provided in connection with such settlement is monetary damages that are paid in full by the Indemnifying Party.

Upon the Indemnifying Party's assumption of the defense of such Claim, the Indemnified Party will cooperate with the Indemnifying Party in such defense, at the Indemnifying Party's expense.

10. LIMITATION OF LIABILITY

PROVIDER'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER FOR ANY AND ALL CLAIMS ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT (UNDER ANY LEGAL THEORY INCLUDING CLAIMS IN CONTRACT OR TORT), THE SERVICES AND THE PROVIDER SYSTEM, WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO PROVIDER BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CUSTOMER'S FORMAL WRITTEN NOTICE OF THE CLAIM FOR LIABILITY HEREUNDER. ALL CLAIMS THAT CUSTOMER MAY HAVE AGAINST PROVIDER WILL BE AGGREGATED TO SATISFY THIS LIMIT AND MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. IN NO EVENT WILL PROVIDER BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (UNDER ANY LEGAL THEORY INCLUDING CLAIMS IN CONTRACT OR TORT), INCLUDING, BUT NOT LIMITED TO, INTERRUPTED COMMUNICATIONS, LOST DATA OR LOST PROFITS, AND DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY OR LOSS OF USE OF ANY INFORMATION OR DATA OR OF THE PROVIDER SYSTEM OR SERVICES, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

11. GENERAL PROVISIONS

11.1 Notices

Any notice, consent, request or approval required or permitted to be given in connection with this Agreement (a "Notice"), shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), to the addresses for Notices specified for such Party set forth below. Any Notice delivered or transmitted to a Party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a Business Day then the Notice shall be deemed to have been given and received on the next Business Day. Any Party may, from time to time, change its address by giving fifteen (15) days' Notice to the other Party in accordance with the provisions of this Section 11.

Notices to PureWeb Inc.:

PureWeb Inc.
Suite 200, 119 6th Avenue SW
Calgary, Alberta, Canada, T2P 0P8
Attn: Darin Olson, Chief Financial Officer

*Notices to **[CUSTOMER]**:*

[ADDRESS]

Attn: **[NAME, TITLE]**

11.2 Publicity

Provider and Customer may make public announcements, including but not limited to, press releases and media announcements, of the existence of this Agreement and the relationship between the parties. All public announcements by either party concerning this Agreement are subject to prior written approval by Customer and Provider, which approval shall not be unreasonably withheld. The parties will use reasonable efforts to review and approve public announcements within three (3) days of submittal. Customer agrees to allow Provider to use Customer's name in customer lists and other promotional materials describing Customer as a customer of Provider and a user of the Services.

11.3 Assignment

Neither party may assign any rights or obligations arising under this Agreement, whether by operation or law or otherwise, without the prior written consent of the other; *except* that either party may assign this Agreement without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Customer agrees that Provider may subcontract certain aspects of the Services to qualified third parties, *provided that* any such subcontracting arrangement will not relieve Provider of any of its obligations hereunder. Subject to the foregoing limitation, this Agreement shall inure to the benefit of and shall be binding on the successors and assignees of the parties.

11.4 Enurement

This Agreement will enure to the benefit of and will be binding on and enforceable by the Parties and their respective successors and permitted assigns.

11.5 Relationship

This Agreement does not create or imply any agency, partnership, joint venture, or other joint relationship between the Parties, and does not authorize either Party to bind or obligate the other in any way.

11.6 Force Majeure

The Parties are not responsible for performance of, or in default of, any obligation or provision of this Agreement where delayed, hindered or prevented by labour disruptions, failure of the networks of other companies, casualties, civil disturbances, legislation, regulation, judicial order, acts of military authorities, accidents, fires, natural disasters or other catastrophes or events beyond the Parties' reasonable control or commercially viable means of mitigation.

11.7 Entire Agreement

This Agreement is the entire understanding and agreement of the parties and supersedes any and all previous and contemporaneous understandings, agreements, proposals or representations, written or oral, between the parties, as to the subject matter hereof. Only a writing signed by both parties may modify it.

11.8 Severability and Waiver

In the event that any provision of this Agreement is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions of this Agreement will remain in full force and effect. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. All waivers must be in writing. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

11.9 Relationship of the Parties

The parties to this Agreement are independent contractors, and no agency, partnership, franchise, joint venture or employee-employer relationship is intended or created by this Agreement.

11.10 Counterparts

This Agreement may be executed in counterparts, which taken together shall form one legal instrument.

11.11 Delivery by Electronic Means

This Agreement and any other agreement, document or instrument required shall be deemed to be validly executed and delivered by a Party when a copy thereof has been executed by that Party and transmitted by facsimile or other electronic means to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written.

Accepted by PureWeb Inc.

Accepted by [CUSTOMER]

Per: Darin Olson
Title: Chief Financial Officer

Per:
Title:

SCHEDULE A: SERVICES AND FEES

(DENOMINATED IN USD)

1. SERVICE PRICING:

Service Type	Cost
Initial staging of one Unreal game project - PureWeb will stand up the initial game project provided by the customer for a one month testing period available 9 am-5 pm EST M-F	\$_____/project
Project setup/update fees – For each additional project setup/update until the automated build pipeline is complete for the project in question	\$_____/update
Custom development fees – Time spent to carry out any custom development work affiliated with the project <ul style="list-style-type: none"> - Login service (400 hrs.) - Game save system (360 hrs.) - PDF download (120 hrs.) - Auto build pipeline (100 hrs.) - Project administration (98 hrs.) 	\$150/hour
Support and maintenance services via a help desk	Included

Note: All fees are exclusive of taxes.

2. SERVER SELECTION:

Region	Selected	Region	Selected
US East (N. Virginia)	<input type="checkbox"/>	Europe (Paris)	<input type="checkbox"/>
US East (Ohio)	<input type="checkbox"/>	Europe (Stockholm)	<input type="checkbox"/>
US West (Los Angeles)	<input type="checkbox"/>	South America (Sao Paulo)	<input type="checkbox"/>
US West (Northern California)	<input type="checkbox"/>	Middle East (Bahrain)	<input type="checkbox"/>
US West (Oregon)	<input type="checkbox"/>	Asia Pacific (Hong Kong)	<input type="checkbox"/>
Canada (Central)	<input type="checkbox"/>	Asia Pacific (Mumbai)	<input type="checkbox"/>
Europe (Frankfurt)	<input type="checkbox"/>	Asia Pacific (Seoul)	<input type="checkbox"/>
Europe (Ireland)	<input type="checkbox"/>	Asia Pacific (Singapore)	<input type="checkbox"/>
Europe (London)	<input type="checkbox"/>	Asia Pacific (Sydney)	<input type="checkbox"/>
		Asia Pacific (Tokyo)	<input type="checkbox"/>

3. HOSTING PRICING:

(based on a maximum 10GB project)

Availability	Hours Available (EST)	Monthly Price (per Server)	# of Servers	Monthly Price (Total)
Business hours	9am-5pm M-F			
Extended hours	2 servers (7am-7pm M-F) 2 servers (10am-10pm M-F)			
Fulltime	24x7			

Note: Each server supports 2 concurrent users.

As and when necessary, additional dynamically scaled capacity will be provided at \$_____ per server hour to meet user demand.

4. PROJECT DURATION:

Project	Start Date	End Date

5. SPECIAL TERMS:

For the purposes of this schedule only, the following additional terms shall apply:

6. CUSTOMER ACCEPTANCE AND BINDING AGREEMENT:

The customer hereby enters into an agreement as a licensee with PureWeb Inc., as Provider. The agreement consists of this Schedule A: Services and Fees and the Subscription Agreement (the “**Agreement**”). The customer accepts and agrees to comply with the Agreement and further agrees that, by installing and using the Software, the Customer confirms such acceptance. Please return this schedule to <https://www.pureweb.com/contracts>.

ACCEPTED AND AGREED TO THIS ____ DAY OF _____, _____.

Accepted by PureWeb Inc.

Accepted by [Customer]

Per:
Title:

Per:
Title:

SCHEDULE B: SUPPORT SERVICES

1. TERMS

Subject to Customer paying the Fees and complying with the terms of the Agreement, Provider will provide the support services as set forth below (the “**Support Services**”). For purposes of this Schedule, “**Error**” means the failure of the Services to operate in all material respects in conformity with the then current Documentation, other than any nonconformity resulting from faulty Customer Data, failure, misuse or improper use of the Services or failure of any telecommunications or connectivity equipment of service not provided by Provider.

2. SCOPE OF SERVICES

During the term of the Agreement, Provider will provide Customer the following standard maintenance services relating to the Provider System:

- 2.1 Corrections of substantial defects in the Provider System so that the Provider System will operate as described in the current Documentation in all material respects.
- 2.2 At the sole discretion of Provider, periodic updates to the Provider System that may incorporate (a) corrections of any substantial Errors, (b) fixes of any minor bugs, and (c) enhancements to the Provider System.
- 2.3 The following sets forth the target response times:

Priority	Definition	Response Time (Business Days)
Critical	Issue has halted the Customer’s operation or has a significant impact on business.	1
Other	Issue has limited the software functionality or is a system inconvenience.	2

3. EXCLUDED SERVICES

Provider may, by separate agreement with Customer, provide services that are beyond the scope of the services described in **Section 2.3** or this **Schedule B** at Provider then current time and materials services rates.

4. SERVICE LEVEL

The Service Level for Managed Services will be at 95% guaranteed with a target objective of 99% level of service. This Service Level does not include scheduled maintenance and downtime caused by factors that are outside of our reasonable control, including but not limited to, Client software interruptions, force majeure events or internet access.

4.1 Service Level Calculation

If a Service Interruption is reported by the Client and received by Provider no later than the end of the second billing cycle after the interruption has occurred, a baseline will be established on the outage impact in the affected region based on Services purchased for the previous month in comparison to the impacted month of the Service Interruption. The Client will need to provide the following details on the impacted region(s), the time(s) of experienced outage and users impacted prior to Provider proceeding with evaluation of possible Service credits.

4.2 Service Level Interruption Penalty

For Service levels between 90% and 95% in a given month, five percent (5%) service credits for the impacted month and region will be applied against future payments. For Service levels less than 90% in a given month, ten percent (10%) service credits for the impacted month and region will be applied against future payments.

5. ON-SITE SUPPORT

Upon execution of a written statement of work, Provider may provide On-Site Support to Customer at a mutually agreed time at the current list price when services are offered.

6. CUSTOMER REQUIREMENTS

Customer will provide to Provider access to its system(s) used to connect to the Services covered by this Support Services agreement via the internet or other mutually agreeable means for purposes of providing Support Services.

Customer shall notify Provider of Customer’s designated support service contact. To the maximum extent practicable, Customer’s communications with Provider will be through this contact.

7. CUSTOMER ACCEPTANCE AND BINDING AGREEMENT

The customer hereby enters into an agreement as a licensee with PureWeb Inc., as Provider. The agreement consists of this Schedule A: Services and Fees and the Subscription Agreement (the “**Agreement**”). The customer accepts and agrees to comply with the Agreement and further agrees that, by installing and using the Software, the Customer confirms such acceptance. Please return this schedule to <https://www.pureweb.com/contracts>.

ACCEPTED AND AGREED TO THIS ____ DAY OF _____, _____.

Accepted by PureWeb Inc.

Accepted by [Customer]

Per: Darin Olson
Title: Chief Financial Officer

Per:
Title: