

CLOUdtility Enterprise Agreement

Terms and Conditions

This Services Agreement is between IntelliNet Technologies Inc. (IntelliNet) and the End-User Customer and when applicable, the Reseller (Customer). The Agreement governs your purchase and use of all CLOUdtility Services provided by IntelliNet.

1. CLOUDtILITY SERVICES:

During the period specified, IntelliNet shall endeavor to provide CLOUDtility Services from our Data Centre(s). Such CLOUDtility Services shall be as prescribed on the face of this Agreement, including but not limited to Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS), Software-as-a-Service (SaaS), Colocation, Managed Services, Security and Disaster Recovery Services. IntelliNet retains the right to modify, evolve, retire and add to these Services as industry trends and requirements develop.

2. THIRD PARTY PRODUCTS:

In conjunction with IntelliNet providing the Customer with CLOUDtility Services, certain third party products of hardware and/or software may be used for the Customer's access. Neither IntelliNet nor any Third Party makes any representations or warranties of any kind regarding any Third Party Products. The Customer agrees that they shall not misuse any license keys for duplicate copies on any other systems. The Customer is solely responsible for any software products licensing provided for IntelliNet to install or for Customer self-installed software in conjunction with these CLOUDtility Services. IntelliNet is responsible for any contracted for software products licensing as listed on the front face of this Agreement for Platform-as-a-Service (PaaS) and Software-as-a-Service (SaaS) services.

3. SERVICE LEVEL AGREEMENT:

IntelliNet shall provide CLOUDtility Services under this Agreement with availability 24 hours per day, 7 days per week, without qualifying Unexpected Service Interruptions 99.9% of the time, except during Scheduled Maintenance and Emergency Maintenance Periods. Scheduled Maintenance Periods are any Service Interruption where the Customer has been notified of the occurrence at least 5 business days in advance. Emergency Maintenance Periods are Service Interruptions where in the unilateral discretion of IntelliNet are required to avoid threats and/or probable Unexpected Service Interruptions to Customers.

Unexpected Service Interruptions for the CLOUDtility Services under this Agreement shall have Response Times and Target Resolution Times for each various Severity Level, as defined in the attached document entitled: "CLOUDtility Service Level Agreement (SLA) Severity Levels", which forms a part of this Agreement. Qualifying Unexpected Service Interruptions shall include IntelliNet replacing any malfunctioning CLOUDtility Services Hardware, Operating Systems, Applications Software, Electrical Power Back-Up Generators, HVAC, and Intrusion Detection, Temperature, Flood and Fire Monitoring Equipment, the use of which is being provided under this Agreement to the Customer.

Qualifying Unexpected Service Interruptions and SLA Target Resolution Times shall not include rebuilding RAID Arrays or reconfiguring Operating Systems or Application Software due to malfunctions. Further, under this CLOUDtility Agreement, IntelliNet shall also not be responsible for Unexpected Service Interruptions caused by failure beyond its reasonable control of any type, including the Customer's or IntelliNet's Internet ISP Services or any Hardware or Software used to access CLOUDtility Services which are not provided to the Customer under this CLOUDtility Services Agreement. Such services fall outside this Agreement and must be dealt with by other Agreements and/or parties.

In the event IntelliNet fails to meet its' CLOUDtility Services availability and SLA obligations as defined herein, the Customer may terminate this Agreement as provided under Term & Termination.

4. ACCEPTABLE USE POLICY:

The Customer agrees to comply with IntelliNet's Acceptable Use Policy as defined in this Agreement. IntelliNet reserves the right to make changes to this Acceptable Use Policy at any time without notice, and those changes will be effective immediately.

This Acceptable Use Policy applies to the Customer's employees, agents, contractors, or other users who obtain CLOUDtility Services. IntelliNet's CLOUDtility Services may only be used for lawful purposes. Users may not use the Services to engage in, or promote illegal, abusive, or irresponsible behavior.

Customers assume all responsibility relating to their Internet activities. Customers will violate this Acceptable Use Policy when they or their affiliates engage in any of the following activities including, using CLOUDtility Services to gain unauthorized access to servers or services, phishing scams, use of unauthorized passwords, security hole scanning, unauthorized port access, probing, introducing viruses, Trojan horses, trap or back doors, worms, time bombs, packet bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. Also, intentionally omitting, forging or misrepresenting transmission information, including headers, return addressing information and IP addresses.

Customers are also in violation of this Acceptable Use Policy when they publish links providing content that is unlawful, is considered offensive by the web community in general, promotes injury or physical harm against any group or individual, promotes or teaches illegal activities, exploits or depicts children in a negative or sexual way, infringes on copyright, patents, trademarks, trade secrets, or other intellectual property including computer programs, utilities, software serial numbers or registration codes, violates any law, statute, ordinance or regulation governing the Customer's business or activities, including without limitation the laws and regulations governing export control, unfair competition, false advertising, consumer protection, issuance or sale of securities, trade in firearms, privacy, data transfer and telecommunications. Customers are also in violation of this Policy if they copy material from third parties including text, graphics, music, videos or other copyrightable material without proper authorization, misappropriate or infringe the patents, copyrights, trademarks, or other intellectual property rights of any third party, traffic in illegal drugs, illegal gambling, obscene materials or other any products or services that are prohibited under applicable law.

Customers are in breach of this Acceptable Use Policy if they send SPAM or host sites or information advertised in SPAM. Customers may send unsolicited commercial email so long as the Customer ensures that such transmissions comply with all applicable international regulations, rules and laws, including, without limitation, the U.S. CAN-SPAM Act of 2003.

5. CUSTOMER DATA:

It is hereby understood under this Agreement that all Customer Data provided and generated by the Customer which is resident in IntelliNet's Data Centre(s) is the sole property of the Customer and the Customer exclusively owns all rights, title and interest to all such Customer Data. None of IntelliNet's Data Centre(s) or Internet Connections store or transfer any Customer Data outside of Canada.

IntelliNet endeavors to back-up all Customer Data resident in our Data Centre(s) for CLOUDtility Services Customers. While all reasonable efforts are made to ensure the reliability of such back-ups, the possibilities of unforeseen and unknown technical issues or data corruption may transpire and as a result, IntelliNet cannot guarantee that any or all Customer Data can be restored. The Customer agrees they will

hold IntelliNet without penalty or liability for any claim resulting from any loss of Customer Data including the malfunction of all or any part or portion of IntelliNet's Data Centre(s) including the inability to restore Customer Data from failed equipment or back-ups.

Upon termination of this Agreement, the Customer may request the preparation of their Customer Data for transfer to another party or onto certain media to be provided physically to the Customer or their designated third party. In such case the format of the Customer Data to be prepared and provided shall be as mutually agreed upon, based upon the reasonable industry standards for such transfers, considering third-party software licensing requirements and all related other factors. All work in this regard shall be in addition to the Charges and Fees as outlined in this Agreement and shall be paid in full as well as any Term and Termination charges as defined in this Agreement prior to the release of the Customer Data.

Upon termination of this Agreement, IntelliNet shall have no responsibility to retain any Customer Data and hereby agrees to delete all Customer Data in its' Data Centre(s) within 30 days.

IntelliNet assigns Internet Protocol (IP) addresses to Customers for their use. Customers have no right to use IntelliNet IP addresses which have not been assigned to them. IntelliNet maintains ownership to all of the IP addresses which are assigned to the Customer. In its sole discretion, IntelliNet may change or remove any and all IP addresses.

6. TERM & TERMINATION:

This Agreement shall begin on the effective date specified on the face hereof, and shall be for an initial term of three years and, unless terminated by either party on the first or any subsequent anniversary date by the delivery to the other party of not less than 90 days prior notice in writing, shall automatically continue for successive three year periods thereafter.

In the event that IntelliNet fails to meet its' CLOUDtility Services availability as provided under the section Service Level Agreement herein, and/or fails to meet its' SLA obligations as defined under the attached CLOUDtility Service Level Agreement (SLA) Severity Levels document, which forms a part of this Agreement, collectively the "SLA", the Customer may terminate this Agreement at the end of any calendar Month by the delivery to IntelliNet of not less than 90 days prior notice in writing. Early termination of any term requested by the Customer and unrelated to non-performance by IntelliNet under the SLA, shall require an advance settlement payment of 50% of the balance of the charges for the balance of the term that otherwise would exist under the normal Agreement term termination date.

7. CHARGES & FEES:

The Charges and Fees provided for in this Agreement, commencing on the effective date of this Agreement, will be payable in advance and subject to the Payment Method and related Discount as selected on the front side of the Agreement. For Monthly Payments, the first payment only shall be comprised of the first Month's and last Month's Charges. All other Charges and Fees hereunder are payable as specified in the applicable invoice for such charges. Charges for a partial month's service will be pro-rated on the basis of a 30-day month.

All overdue payments shall bear interest at the rates then in effect. If payment is not received by IntelliNet by the due date, IntelliNet shall be entitled to cease providing service under this Agreement until receipt of all overdue payments. All charges specified are those currently in effect and are subject to change by IntelliNet upon 30 days prior written notice.

If the rate of any of the Charges and Fees are increased the Customer may, on the effective date of such an increase, terminate this Agreement or withdraw from CLOUDtility Services any services thereby affected, upon written notice. Otherwise, the new Charges and Fees shall become effective upon the date specified in the notice. Provincial and Federal Taxes which are applicable will be charged in addition to the charges and fees in this Agreement.

For products and services not provided under this CLOUDtility Services Agreement, such products and services are available at the Time & Material Charges and Fees rates then in effect.

8. CONFIDENTIALITY:

Each party agrees not to disclose the Confidential Information of the other party without the other party's written consent, except as required by law, and agrees to take such care to protect the confidentiality of the Confidential Information as would be taken by a reasonable party to protect its own confidential information from disclosure. However, either party may also disclose the Confidential Information to third parties who have a need to know for purposes of carrying out this Agreement and who are bound by confidentiality terms substantially the same and as protective as those of this Agreement.

Confidential Information does not include information which is already known to Recipient at the time of disclosure, is or becomes publicly known through no wrongful act or failure of the Recipient, is independently developed by Recipient without benefit of Disclosing Party's Confidential Information, or is received from a third party which is not under and does not thereby breach an obligation of confidentiality. Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care.

9. GENERAL PROVISIONS:

In no event shall IntelliNet be liable for any damages, including without limitation, special or consequential damages such as loss of anticipated profits and other economic loss resulting from use of the CLOUDtility Services suffered by the Customer or any other person.

The Customer shall defend, indemnify and save IntelliNet, its affiliates and each of their directors, officers, employees and agents harmless from and against all liabilities, losses, damages, obligations, injuries, claims, demands, penalties, costs and expenses of any type, including reasonable legal fees and disbursements, arising from any and all claims by any person, including without limitation any User of the CLOUDtility Services.

Neither party will be liable for any event beyond its reasonable control, including but not limited to acts of God, inclement weather including lightning, fires, fibre cuts, labour disputes, riots or civil disputes, war or armed conflict, power failure, denial of service attacks or similar attacks, Internet failure, any law, governmental order, decision or regulation, or order of any court of competent jurisdiction which in each case, a "Force Majeure Event". In the case of any such event, performance requirements and timelines will be suspended during such period except that the Customer's obligation to pay for Charges incurred for CLOUDtility Services shall not be excused, provided that the party relying on such Force Majeure Event uses all commercially reasonable efforts to alleviate the impediment.

This Agreement shall be governed by the laws of the Province in which it is executed. This Agreement represents the entire agreement between parties, and nothing else expressed or implied will be honoured by either party unless accepted by both parties in writing.

Initials: Customer: _____ IntelliNet: _____
© Copyright 2016 IntelliNet Technologies Inc.



CLOUdtility Service Level Agreement (SLA) Severity Levels

Severity Level	Situation	Response Times	intelliNet Responsibilities	Client Responsibilities	Target Resolution
Severity 1 – Urgent Very High Business Impact	Complete Unexpected Service Interruption with critical impact on Client's ability to operate entire business processes & production. No work-around or manual process available. The problem must be resolved immediately.	Initial Communication Confirmation: Within 15 Minutes. Commence Assessment & Remedial Work: Within 2 Hours.	<ul style="list-style-type: none"> intelliNet initiates & manages the Service Request to resolution. intelliNet Help-Desk troubleshoots the incident, engages appropriate expertise and executes the resolution at the intelliNet Data Centre if caused by CLOUDtutility Services. Report to Client as soon as services restored or of third party problem identified 	<ul style="list-style-type: none"> Client provides immediate notice of Unexpected Service Interruption by Telephone. Client provides secondary immediate notice of Service Interruption by Email if such a facility is available to them. Client notifies their Senior Executives of the incident. 	During Regular Business Hours: Within 4 Hours 85% of the Time. During Other Than Regular Business Hours: Within 2 Hours of the Start of the Next Business Day 85% of the Time.
Severity 2 – High High Business Impact	Service still functions but may have degradation or malfunction with impact on Client's ability to operate significant business processes or production. No work-around or manual process available.	Initial Communication Confirmation: Within 1 Hour. Commence Assessment & Remedial Work: Within 4 Hours.	<ul style="list-style-type: none"> intelliNet initiates & manages the Service Request to resolution. intelliNet Help-Desk troubleshoots the incident, engages appropriate expertise and executes the resolution at the intelliNet Data Centre if caused by CLOUDtutility Services. Report to Client as soon as services restored or of third party problem identified. 	<ul style="list-style-type: none"> Client provides immediate notice of Service Situation by Email or Telephone. Client notifies their Management of the incident. 	During Regular Business Hours: Same Day 85% of the Time. During Other Than Regular Business Hours: Within 4 Hours of the Start of the Next Business Day 85% of the Time.
Severity 3 – Moderate Moderate Business Impact	Service still functions but may have degradation or malfunction with impact on Client's ability to operate significant business processes or production. Work-around or manual processes are available.	Initial Communication Confirmation: Within 1 Hour. Commence Assessment & Remedial Work: Within Next Business Day.	<ul style="list-style-type: none"> intelliNet initiates & manages the Service Request to resolution. intelliNet Help-Desk troubleshoots the incident, engages appropriate expertise and executes the resolution at the intelliNet Data Centre if caused by CLOUDtutility Services. Report to Client as soon as services restored or of third party problem identified. 	<ul style="list-style-type: none"> Client provides immediate notice of Service Situation by Email or Telephone. 	During Regular Business Hours: Next Business Day 85% of the Time. During Other Than Regular Business Hours: Day after Next Business Day 85% of the Time.
Severity 4 – Low Low Business Impact	Service still functions but may have degradation or malfunction not causing virtually any impact on Client's ability to operate significant business processes or production. Work-around or manual processes are available.	Initial Communication Confirmation: Within 1 Hour. Commence Assessment & Remedial Work: Within One Week.	<ul style="list-style-type: none"> intelliNet initiates & manages the Service Request to resolution. intelliNet Help-Desk troubleshoots the incident, engages appropriate expertise and executes the resolution at the intelliNet Data Centre if caused by CLOUDtutility Services. Report to Client as soon as services restored or of third party problem identified. 	<ul style="list-style-type: none"> Client provides immediate notice of Service Situation by Email or Telephone. 	During Regular Business Hours: Within One Week 85% of the Time. During Other Than Regular Business Hours: Day after One Week 85% of the Time.