



X2O PORTAL - TERMS OF USE AGREEMENT

Your use of X2O Media's ("Licensor's") X2O Portal site (the "Site") or any of the software subscription service offerings or other services offered on the Site including any off-line or third party components, data, lists, reports, dashboards, templates or services (collectively, the "Services") is subject to these Terms of Use (this "Agreement"). If you do not agree to this Agreement, you agree not to use or access the Services and the Site. If you are agreeing to this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to this Agreement. Your acceptance of the terms or use of the Services shall be deemed to be your agreement to abide by this Agreement. Licensor may modify this Agreement at any time without notice to you by posting a revised Agreement on the Site. Your use of the Site constitutes your binding acceptance of this Agreement, including any modifications that Licensor makes. You are responsible for regularly reviewing this Agreement. The term "Licensor" refers to X2O Media, whether you are purchasing the Services directly or indirectly through a reseller.

1. License Grant; Your Content; Support

1.1 Licensor hereby grants you a non-exclusive, non-transferable right to use the Site and Services for the term for which you have paid the applicable subscription fees ("License Term"), solely for your own internal business purposes, subject to this Agreement and the Purchase Order. If any subscription based Service is licensed on a "named user" basis, rights of any user licensed to utilize the Service cannot be shared or used by more than one individual.

1.2 The Site includes a combination of content that Licensor creates, that Licensor's partners create, and that Licensor's users create. You may use the content on the Site only for your internal business purposes in connection with the Services and/or your licensed use of Licensor's products. Except for the foregoing, you may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works of, distribute, publicly perform, reverse engineer, publicly display, or in any way exploit any of the software, materials or content on the Site in whole or in part.

1.3 You are solely responsible for all materials, whether publicly posted or privately transmitted, that you upload, post, e-mail, transmit, or otherwise make available on the Site or through the Service ("Your Content"). You have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content. Your Content will be protected by

Licensors with at least the same protective precautions that Licensor takes to protect its similar proprietary information from unauthorized disclosure. Licensor will not, without your prior written consent, disclose any of Your Content to any third party, except to those bona fide individuals whose access is necessary to enable Licensor to perform its obligations hereunder.

1.4 You warrant that you own or have sufficient legal right to the intellectual property rights in Your Content and that Your Content, including any use thereof by Licensor as described below, does not violate applicable law or the rights of any third party. You hereby grant Licensor and Licensor's partners a worldwide, irrevocable, royalty-free, nonexclusive, sublicensable right during the License Term to use, reproduce, create derivative works of, distribute, publicly perform, publicly display, transfer, transmit, distribute, and publish Your Content and subsequent versions of Your Content for the purposes of (i) displaying Your Content on the Site and other related Internet sites for your users, (ii) processing Your Content in connection with providing the Services to you, (iii) distributing Your Content, either electronically or via other media, to your users seeking to download or otherwise acquire it, and/or (iv) storing or hosting Your Content in a remote database or on the Site for access by your users. This license will apply to the distribution and the storage of Your Content in any form, medium, or technology now known or later developed.

1.5 You may be exposed to content that you find offensive, indecent, or objectionable or that is inaccurate, and you bear all risks associated with using that content. Licensor has the right, but not the obligation, to remove any content that may, in Licensor's sole discretion, violate this Agreement or that is otherwise objectionable.

2. Additional Terms; Service Communications

2.1 Some of the Services may be subject to additional conditions either posted on the Site or contained in ordering documents (referred to herein as a "Purchase Order") that describe order-specific information, such as Services names, billing information, subscription prices, user quantities, and license term. Your use of those Services is subject to those conditions, which are incorporated into this Agreement by reference. In the event of an inconsistency between this Agreement and any additional conditions, the provisions of the additional conditions will prevail.

2.2 You understand and agree that the Services may include communications such as service announcements and administrative messages from Licensor. You will not be able to opt out of receiving these service announcements and administrative messages while using the Site and Services and until you send Licensor a specific written notice requesting the termination of your subscription and that your details be eliminated from the Site and any mailing list. You also understand that Licensor's Services may include advertisements.

3. Technical Support

Licensor will provide an Internet address for submitting support requests and/or a support telephone number, per Licensor's support policies.

4. Intellectual Property Rights

Licensor and/or its licensors owns all rights, title and interests, including all intellectual property rights, in and to the Site and the Services, the software, materials and other related content (excluding Your Content), and any derivatives, suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Site or the Services. In addition, any content from licensor's partners or suppliers is protected either by licensor or the partner.

5. Third-Party Sites, Products, and Services

5.1 The Site may contain links to other Internet sites owned by third parties. Your use of each of those sites is subject to the conditions, if any, that each of those sites have posted. Licensor has no control over sites that are not ours, and Licensor are not responsible for any use of such sites or content on them. Licensor's inclusion on the Site of any third-party content or a link to a third-party site is not an endorsement of that content or third-party site.

5.2 Some content may come from government sources, is in the public domain, and is not copyrightable.

6. Fees

6.1 You agree to pay the fees on the terms stated in the Purchase Order. You agree to pay all applicable taxes relating to the Services. Any amount payable by you to Licensor which is past due will be subject to a late payment charge equal to one percent (1%) per month, or the highest rate permitted by law, whichever is less.

6.2 The maximum disk storage space provided to you at no additional charge is 3 GB per Company. If the amount of disk storage required exceeds these limits, you will be charged Licensor's then-current storage fees. Licensor will use reasonable efforts to notify you when the storage per Company ID reaches approximately 90% of the maximum; however, any failure by Licensor to so notify you will not affect your responsibility for such additional storage charges. Licensor reserves the right to establish or modify its general practices and limits relating to storage of data and other content.

7. Term and Termination; Service Cancellation

7.1 The Services will be automatically renewed upon the expiration of the then current License Term as specified on the Purchase Order, unless you give Licensor written notice thirty (30) days prior to the end of the then current License Term, of your intention to terminate the Services. Fees at the time of automatic renewals will be at the then-current Services rates. Notwithstanding the foregoing, Licensor may immediately terminate or suspend your use of the Services provided hereunder, or terminate your account and this Agreement if you (i) fail to pay any applicable fees when due, or (ii) breach or otherwise fail to comply with this Agreement and fail to remedy this breach within thirty (30) days of being so notified. Licensor may terminate any free account or Services at any time in its sole discretion without liability to you. You will continue to be charged for the fee-based Services during any period of suspension. Termination will not relieve you from obligation to pay fees that remain unpaid and will not limit either party from pursuing other available remedies.

7.2 You may terminate any fee-based Services or reduce the number of users effective only upon the expiration of the then current term by notifying Licensor in accordance with this Agreement.

7.3 Upon termination by Licensor of this Agreement or any part thereof in accordance with this Agreement as a result of your breach, negligence or default, Licensor will have no obligation to refund to you any fees paid by you. The provisions of this section will not apply to those situations defined by law.

8. Privacy Policy

8.1 The Site is hosted in Canada. If you are accessing from the European Union or other regions with laws governing data collection and use that may differ from Canadian law, please note that you may transfer Your Content to Canada and by providing Your Content to Licensor you represent, warrant, and covenant to Licensor that: (i) you have the authority and right to enter into this Agreement, to grant the rights granted by you under this Agreement, and to perform your obligations under this Agreement; (ii) any consents or approvals required from any third party or governmental authority with respect to the entering into or the performance of this Agreement by such party, are in place, or will be obtained by you as may be necessary for either party to perform its obligations, (iii) you are authorized to distribute Your Content to Licensor, and (iv) you are not breaching any applicable data privacy rule or regulations, any of your contractual obligations, or any of your internal privacy policies.

9. Data Retention and Data Disposal Policy

Any content marked as "Deleted" will be kept in the database for a period of 40 days, for reporting and recovery purposes.

The system is configured to automatically remove from its database any data marked as "Deleted" after 40 days.

10. Your Conduct on the Site and other Restrictions

10.1 If Licensor requests registration information from you, you will provide Licensor with true, accurate, current, and complete information. You will promptly update your registration to keep it accurate, current, and complete. If Licensor issues you a password, you may not reveal it to anyone else. You may not use anyone else's password. You are responsible for maintaining the confidentiality of your accounts and passwords. You agree to immediately notify Licensor of any unauthorized use of your passwords or accounts or any other breach of security. You also agree to exit from your accounts at the end of each session. Licensor will not be responsible for any loss or damage that may result if you fail to comply with these requirements.

10.2 You will be responsible for all activity occurring under your accounts and will comply with all applicable local, state, and foreign laws, treaties and regulations in connection with your use of the Services, including without limitation, laws and regulations governing data privacy, international communications and transmission of technical or personal data.

10.3 The technology and the software underlying the Site and the Services is the property of Licensor and/or Licensor's affiliates, suppliers and partners. You agree not to copy, modify, rent, lease, loan, sell, assign, distribute, reverse engineer, grant a security interest in, or otherwise transfer any right to the technology or software underlying the Site or the Services. You agree not to modify the software underlying the Site in any manner or form or to use modified versions of such software, including (without limitation) for the purpose of obtaining unauthorized access to the Site. Without limiting the foregoing, you agree that you will not use the Site to take any of the following actions:

1. Defame, abuse, harass, stalk, threaten, or otherwise violate the legal right of others;
2. Publish, post, upload, e-mail, distribute, or disseminate (collectively, "Transmit") any inappropriate, profane, defamatory, misleading, infringing, obscene, indecent, or unlawful content;
3. Transmit files that contain viruses, corrupted files, or any other similar software or programs that may damage or adversely affect the operation of another person's computer, Licensor's sites, any software or hardware, or telecommunications equipment;

4. Transmit surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, chain letters or other unsolicited messages;
5. Download any file that you know or reasonably should know cannot be legally obtained in such manner;
6. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software or other material;
7. Restrict or inhibit any other user from using and enjoying any area within the Site;
9. Interfere with or disrupt Licensor's sites, servers, or networks;
8. Probe, scan or test the vulnerability of the Site or circumvent any security mechanism used by the Site;
9. Impersonate any person or entity, including, but not limited to, any Licensor representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
10. Forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through the Site or to manipulate your presence on the Site;
11. Take any action that imposes an unreasonably or disproportionately large load on Licensor's infrastructure; or
12. Engage in any illegal activities.

10.4 Unauthorized access to the Site is a breach of this Agreement and a violation of the law. You agree not to access the Site by any means other than through the interface that is provided by Licensor for use in accessing the Site. You agree not to use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor, or copy any part of the Site, except those automated means that Licensor have approved in advance and in writing.

10.5 You may not access the Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

10.6 Use of the Site is subject to existing laws and legal process. Nothing contained in this Agreement will limit Licensor's right to comply with governmental, court, and law-enforcement requests or requirements relating to your use of the Site, which may include disclosing Your Content to the applicable authorities.

11. Indemnification

11.1 You will defend Licensor from any third party claim, and will pay all damages finally awarded against Licensor in such claim or amounts agreed to in settlement, arising out of:

1. Your use of the Site;
2. Any use or alleged use of your accounts or your passwords by any person, whether or not authorized by you;
3. The content, the quality, or the performance of content that you submit to the Site; or
4. Your violation of this Agreement.

11.2 Licensor will defend you from any third party claim that your use of Licensor's proprietary software hosted on the Site infringes its copyright, patent or trademark. In the event of such a claim, you must (i) promptly notify Licensor if such a claim is asserted against you, (ii) allow Licensor sole defense of the claim, and (iii) cooperate with Licensor's requests for reasonable assistance, at Licensor's expense. Licensor will not be obligated to indemnify you if you are in violation of any of this Agreement's terms. If as a result of the infringement or misappropriation your use of the software hosted on the Site is enjoined by a court of law, Licensor will modify the software to make it non-infringing, acquire a license for you to continue using the software, or if neither option is possible, refund to you the applicable subscription fees paid by you during the 6 month period preceding the injunction. This is your exclusive remedy for a third party's infringement or misappropriation claim against your use of the software hosted on the Site or any damages.

12. Warranty; Disclaimers

12.1 Licensor warrants that during the License Term, the Site will conform to the documentation provided by Licensor. In the event the Site does not conform to the documentation, if you promptly notify Licensor, Licensor will modify the Site so that it conforms. This is your exclusive remedy.

12.2 EXCEPT FOR THE WARRANTY PROVIDED IN 11.1, THE SITE AND THE SERVICES, ITS SOFTWARE, CONTENT AND OTHER MATERIALS, ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. LICENSOR AND ITS AFFILIATES, SUPPLIERS AND PARTNERS MAKE NO WARRANTY, REPRESENTATION, GUARANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR NONINFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SITE OR ANY OF THE CONTENT, SERVICES, PRODUCTS, SOFTWARE OR OTHER MATERIALS AVAILABLE THROUGH THE SITE.

13. LIMITATION OF LIABILITY

13.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER LICENSOR NOR ITS AFFILIATES, SUPPLIERS OR PARTNERS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE SERVICES OR THE SITE, ITS SOFTWARE, CONTENT OR OTHER MATERIALS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE OR LOSS OF DATA OR OTHER INTANGIBLE LOSSES.

13.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR AND ITS AFFILIATES, SUPPLIERS AND PARTNERS WILL NOT BE LIABLE FOR ANY DAMAGES THAT EXCEED THE TOTAL AMOUNTS PAID BY YOU TO LICENSOR FOR THE SERVICES DURING THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

13.3 SOME STATES/JURISDICTIONS DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES/JURISDICTIONS, LICENSOR'S LIABILITY AND THAT OF ITS AFFILIATES, SUPPLIERS AND PARTNERS WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

14. Arbitration

Any dispute arising out of or relating to this Agreement or the Site will be finally settled by arbitration, except that Licensor may bring an action in a court of competent jurisdiction with respect to any dispute affecting Licensor's intellectual property rights whether statutory or contractual. The arbitration will be conducted in accordance with the commercial arbitration rules (the "Rules") of Canadian arbitration. Any such controversy or claim will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in Montreal, Quebec, Canada. All arbitration proceedings will be conducted in English by a single arbitrator selected under the Rules who must be a lawyer and fluent in English. The arbitrator has no authority to award damages in excess of those permitted in this Agreement for any reason. Any award in excess of such limitation will be deemed void as between the parties.

15. Miscellaneous

15.1 The Site features trademarks, service marks, and logos that are the property of Licensor and/or its affiliates, suppliers, partners and licensors. The Site also may include trademarks, service marks or logos of other third parties. All of these trademarks, service marks and logos are the property of their respective owners, and you agree not to use them in any manner without the prior written permission of the applicable owner.

15.2 Licensor may be required by provincial, state or federal law to notify you of certain events. You hereby acknowledge and consent that such notices will be effective upon Licensor's posting them on the Site or delivering them to you through e-mail. You may update your e-mail address by visiting the Services where you have provided contact information. If you do not provide Licensor with accurate information, Licensor cannot be held liable if Licensor fails to notify you.

15.3 Licensor's failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. This Agreement and your right to use the Services may not be assigned by you without the prior written approval of Licensor.

15.4 This Agreement, including any applicable Purchase Order and all terms, conditions, and policies that are incorporated into these terms by reference, constitute the entire agreement between you and Licensor and govern your use of the Site and Services, superseding any prior agreements that you may have with Licensor. Any additional or different terms in ordering documentation such as purchase orders or invoices are hereby deemed to be material alterations and notice of objection to, and rejection of, them is hereby given.

15.5 This Agreement will be construed in accordance with the laws of the province of Quebec, Canada.

15.6 You may not use, import or export materials on this Site in violation of Canada, United States, and any other applicable country's import and export laws and regulations. Licensor assumes no responsibility or liability for your failure to obtain any necessary export approvals. Without limiting the foregoing, you agree that the Site will not be used, and none of the underlying content, information, software, or technology may be transferred or otherwise exported or re-exported to persons subject to restrictions, destinations subject to embargo, or to prohibited proliferation-related end-users or end-uses, without obtaining any export license or other approval that may be required under Canada, United States, and any other applicable country's laws, regulations and requirements.

15.7 If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, the invalid or unenforceable provision will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the intent of the original provision. Where a court is unable to construe any unenforceable or invalid provision to make it binding, the court will sever and delete the provision. In any event, all other terms which remain valid and enforceable will survive and remain in full force and effect.

15.8 If you have a dispute with one or more users, you release Licensor (and Licensor's officers, directors, agents, affiliates and employees) from claims, demands, and damages (direct and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.