#### WALLED NETWORKS HOSTING GENERAL CONDITIONS

*February 2<sup>nd</sup>*, 2012

You acknowledge that the subscription to and use of Our Hosting services implies the acceptance of and adherence to, without reservation or restriction, Walled Networks' General Service Terms and Conditions, these General Hosting Conditions, all applicable special conditions for the use of accessory services that You may have subscribed to, rates and conditions and technical limitations of Our services, as outlined on Our website at http://www.walled.net (hereafter referred to as "Our Contracts" or "Walled Networks' Hosting Contract" of the "Present Contract".

Our Contracts are freely available for viewing on Our website, and they are also presented to You at the time of the subscription of a service, in accordance with the contractual process described in Walled Networks' General Service Terms and Conditions.

You acknowledge that You have read and accepted them, and to abide by them without condition or reservation.

Capitalized terms in used in Walled Networks' Hosting Contact are defined in Walled Networks' General Service Terms and Conditions, except for those that are defined in the present Hosting Contact.

The present Hosting Contract, which determines the services provided by Walled Networks within the framework of its hosting solutions and obligations as determined by the services subscribed to, fully complements Walled Networks' General Service Terms and Conditions whose clauses, unless stated otherwise in the present Hosting Contract.

# **Article 1. Description of the service:**

Walled Networks provides its hosting solutions, within the context of the Present Contract, via a technical infrastructure permanently linked to the Internet. The infrastructure resources (RAM, processor power, bandwidth, disk space) are made available to You, so that You can create one or more hosting servers (mail, web, VOIP, etc.), and manage them in an autonomous manner.

The technical limits and characteristics of Walled Networks' Hosting services, and the optional additional resources that are also provided, as well as all the corresponding prices and any special conditions, are detailed and made available for viewing on Our website at http://www.walled.net so that You can gain awareness of them before subscribing to one of Our services.

You choose the configurations that meet Your needs, and You can subsequently increase or decrease resources (RAM, processor power, bandwidth, disk space) that constitute Your server (except for disk space, which cannot be reduced), in total autonomy and at any time via Your secure management and administration interface through Your Access Codes, in accordance with the contractual process described in Walled Networks' General Service Terms and Conditions.

Each server that is created with the resources You have chosen will have a fixed IP address, so that server can be identified on the Internet.

#### **Article 2. Walled Networks' commitments**

In addition to the contractual obligations described in Walled Networks' General Service Terms and Conditions, and Your strict adherence to Your obligations and the conditions and technical limitations specific to each of Walled Networks' Hosting Services, as a technical intermediary providing hosting services, Walled Networks commits to:

- providing You with the infrastructure resources You choose (within the limits that are detailed on Our website), immediately after validation of Your payment and within two hours at the latest, on the condition that the necessary resources would be available for the period chosen and at the time of Your order,
- providing You with hosting solutions that are based on technology and a processing system that allows You to benefit from competitive rates,
- making best efforts to assure a continual service uptime of 99.95% per day, with the exception of downtime caused by maintenance scheduled by Walled Networks, an act of god, any problem relating to payment that was caused by You or the banks, or related to the software side of the service (as it is largely dependent of users and the specific configuration that they put in place),
- intervening rapidly in the event of a hardware or network failure at Walled Networks, in order to restore the service, where possible within six hours of the incident being reported to Walled Networks.

The limits of Our obligations and Our responsibility, and the conditions under which We may take action on Your Account and/or server(s), are detailed hereafter, in addition to Walled Networks' General Service Terms and Conditions.

# Article 3. Your specific obligations as part of Walled Networks' Hosting Service

You acknowledge and accept that Your obligations listed in Walled Networks' General Service Terms and Conditions will be in full force, no matter what service You may have subscribed to (Article 3 of Walled Networks' General Service Terms and Conditions).

Consequently, You commit Yourself to choosing a service that meets Your needs, or those of Your Administrators or Users, to abide by and to assure adherence to the technical specifications and limitations of Our services, to assure that the use of Our services is done within the limits of the law, and in accordance with Our Ethical standards, and to identify Yourself with Our services.

Additionally, in accepting the present Contract and by using Walled Networks' Hosting Services, You must constantly guarantee adherence to the the specific obligations below.

## 3.1. Specific obligation of identification

As a reminder, You are required to identify Yourself as per Our contractual agreements (*specifically Articles 3.4 and 4 in Walled Networks' General Service Terms and Conditions*).

In accordance with Our Contracts (Article 3 of Walled Networks' General Service Terms and Conditions), You take it upon Yourself to assure the strict compliance to obligations that are incurred to You due to Your activity, professional or not, and/or Your status (regulated activity, for example), in such a way that Walled Networks is never bothered in this regard.

As indicated above, each server (which can be composed of one or several shares) that You create via

Our Hosting Service corresponds to a static IP address that will allow for the server to be identified on the internet.

In compliance with laws and legislation in force in Canada, if We are required, We will communicate, in Our function as a hosting provider, the contact information in Our possession that corresponds to the Walled Networks handle that was used to subscribe to the service.

You acknowledge and accept that, in accordance with Our Contracts, and under sanctions mentioned therein:

- the information that You provide to Walled Networks as part of Your Legal obligation to identify Yourself must always be exact, complete reliable, and up to date (*if necessary, You must send Us all proofs of ID upon Our request and within the deadline We provide in Our request*),
- if We are informed or learn that the information that You have provided to Us are erroneous, outdated, or incomplete, We will inform You of this breach of Your obligations and ask that You correct the situation.

# 3.2. Obligation to intervene on Content

You agree to use Our services in a strictly legal way, and in conformity with Your contractual obligations and the technical aspects and characteristics of Our services.

You are completely responsible, including in the event that You You are completely responsible, including in the event that You resell Our services, or grant a license to use to a third party, whether professional or not.

In accordance with Your obligation to guarantee, in permanence, that Our services are being used in a legal manner, and in conformity with Our Ethical standards, Walled Networks' General Service Terms and Conditions (Article 3), You agree to promptly act, particularly upon receipt of any notification from a third party claiming to have been wronged and mentioning Content present on all or part of Your servers, notably a notification that would be addressed to You, directly or indirectly, in accordance with the Canadian law regarding trust in the digital economy, to delete litigious content or to render its access impossible, or to take all necessary action to satisfy the conditions of the notification, in such a way that Walled Networks is never bothered in any way.

## You notably guarantee that:

- if You publish a public online communication service, You will immediately supply, at the first request, in the event of a dispute or complaint from any third party, all necessary evidence that demonstrate that You have a greater rights to the content than the person who filed the complaint, and to not publish, directly or indirectly, any part or whole of any content that may have already been considered or judged as being illegal or prejudicial by any competent authority and to delete it automatically or immediately following the first request to do so as soon as You are informed of its presence,
- in all cases, You will act promptly in the event that You receive a complaint from a third party concerning any or all Content that You host through Our Walled Networks Hosting services, in such a way as to put an end to the alleged problem without delay, and to comply with Your

obligation to respect the rights of the third party and to abide by applicable Canadian laws.

## You specifically acknowledge and agree that:

- in the event of a license of use, and notably if You host services for third parties on Your servers, You must make sure that they act promptly on their content. By default, and in all cases, it is Your full and sole responsibility to intervene on Your content,
- any intervention made by Walled Networks on Your behalf can only be done at the level of one or more of Your servers, on Your Walled Networks Hosting Account, and such intervention can affect all the servers and services associated to Your Hosting Account, without any distinction.

Consequently, in order to avoid the suspension or deletion of Walled Networks' hosting service, You must take all necessary measures to assure that You are abiding by Our Contracts and all applicable Canadian laws in force. You must quickly and personally intervene, to put an end to any illicit or prejudicial use of Our service that is under Your full and sole responsibility, and to clearly identify Yourself within the framework of Your activity and to assure that all administrators or users of Your servers do likewise.

In any event, it is a violation of the present article and a serious breach of Your contractual obligations if You do not intervene on Your server. Such non-intervention may lead to Your liability with regards to Walled Networks, notably if We are blamed in Your place, without prejudice to Your responsibility with regards to third parties, in conformity with applicable Canadian law.

You shall indemnify and guarantee Walled Networks of any and all consequences We may suffer due to Your use of Our services, or associated to any of Your Contents. This obligation will survive the termination of this Contract.

You specifically guarantee Walled Networks against all and any action or claims from third parties linked to the Content installed, issued, published, transmitted, broadcast or reproduced through Your servers, in particular that which results from infringement of personality rights, an ownership right linked to a patent, a trademark, designs and models, copyright, respect of privacy, good moral standards, from the provisions of the Canadian Penal Code, and/or to abuses or practices that are prejudicial to Internet users, whether the said Content was installed by You or by a third party.

You also agree to find a rapid solution to each problem or dispute which may arise with regards to Your use of Our services and, where applicable, to rapidly communicate the identity of any third party which has a license or right to use and/or manage the services operated via Our technical solutions.

# 3.3. Obligation to backup Your data

Our service only consists of providing You with technological hosting solutions during the term of this Contract, and does not include the backup of Your Content and/or technical settings.

To help You build a backup architecture that is adapted to Your needs, We provide You with various optional services for the backup of Your Contetn and/or technical settings, which are described and presented on Our website, which You can choose to use or not.

Additionally, in the event of the cancellation of service, for whatever cause, or if Your subscription has ended, Walled Networks will delete all the data associated with Your corresponding server(s).

You must therefore backup and recover Your contents before the expiration of Your service, or before You change providers, as well as on a regular basis throughout the duration of Your subscription, as indicated in Our Contracts.

The backing up of Your content and technical settings shall be Your sole responsibility. You must take all the necessary steps to ensure regular backups and protection of Your Content and all Your data and configurations, as well as their up-dates, on media outside Walled Networks.

# 3.4. Obligation to preserve the reputation of the IP address of Your server

You commit to preserving, for the entire duration of the present Contract, the reputation of the IP address associated to Your server.

Notably, it is Your obligation to assure that this IP Address is not listed on one or more blacklists, whichever ones they may be and, if necessary, to take all necessary actions to remove the IP address or addresses that are listed, without delay, and to guarantee or addresses that are listed, without delay, and to guarantee Walled Networks with regards to this.

# **Article 4. Rates, Means of Payment - Billing**

You agree to pay Your order in accordance with the rates and terms and conditions in force at the time of Your order, in the contractual process as outlined in Walled Networks' General Service Terms and Conditions.

This payment system will allow You to easily add and remove resources that You have subscribed to within Walled Networks' Hosting service at any time.

Upon the subscription to the Walled Networks hosting service, You commit to paying the price for the service and the options that You have subscribed to, for the duration that You have chosen and in conformity with Article 8 hereafter.

In the event of a subscription, during the course of an ongoing subscription, if any new option or one or more options are more expensive than the one originally paid for, You agree to pay for the corresponding amount, for the remaining period.

In accordance with Walled Networks' GeneralService Terms and Conditions, We will only be contractually bound, and You may not benefit from the service ordered, until We have received and validated Your full payment.

## **Article 5. Activation of the Walled Networks Hosting service**

Service activation corresponds to the effective provisioning of the resources chosen and fully paid for.

Upon the completion of the contractual process, in conformity with Walled Networks' General Service Terms and Conditions, We will email You a notification of activation associated with Your Walled Networks Account.

For example, the activation of the service, subject to the reception and validation of Your complete

payment for the services and options subscribed to, is completed on average within one hour of the subscription via Our website, it being noted that this time frame depends on the choices made.

# Article 6. Your Walled Networks Hosting management and administration interface

In conformity with Walled Networks' General Service Terms and Conditions, Your secure management and administration interface will allow You to manage Your Walled Networks Account and associated Walled Networks Hosting services, autonomously, when You log in with Your Access Codes via Your secure management and administration interface .

This interface notably allows You, in total autonomy, and under Your full responsibility:

- to subscribe, to modify and/or cancel Walled Networks Hosting services and options, and more particularly to increase or decrease the number of hosting shares throughout the duration of the Contract.
- to manage Your Hosting server (and notably publish online, delete, or modify all or some of the content on Your server),
- to modify and update Your contact information associated with Walled Networks' Hosting service,
- to change the password(s) associated with all or some of the Administrators or Users that You may have designated,
- to proceed with the technical configuration of all or some of Your servers, as indicated hereafter

# Article 7. Your access codes and administrator access are under Your responsibility and guarantee

As a reminder, in accordance with Our Contracts, Your Access Codes, which are private, are under Your full and complete responsibility.

Additionally, and in conformity with Walled Networks' General Service Terms and Conditions, depending on the service chosen, You may associate Your server to one or several "administrators" so that they will be able to connect to the server in question, via a password that has been attributed to them (completely separate from Your own Walled Networks Access Codes).

As a reminder, in accordance with Our Contracts:

- the issuing of such authorization is made at Your own risk, since You remain, with regards to Walled Networks, fully and entirely responsible for all activity and content on Your servers,
- it is Your obligation to ensure that passwords chosen offer a sufficient level of security (number and type of characters),
- Walled Networks does not manage accounts and passwords of Administrators, which are under Your full and entire responsibility. Walled Networks can also not intervene, notably in the event of a loss or theft of the password of an administrator's and/or root account. It is therefore Your personal obligation to take all measures necessary to modify or delete access that have been attributed to a specific administrator in the event of the loss or theft of his account.

#### **Article 8. Duration and End of Contract**

## 8.1. Duration

The Walled Networks Hosting Contract shall take effect beginning from the moment of the service's activation, which is dependent on the full prior payment (payment received and validated) of the ordered services.

Upon Your Account's activation, You can take advantage of Our services and resources for the duration that You have chosen

Our Hosting offer is very flexible: You can use the resources for one or several days, one month, one year; You can even add additional resources for a few hours.

## 8.2. End of Contract

The services subscribed to terminate upon the expiration date of the period subscribed to and paid for, if, at the end of the period, You do not renew the service, or if Your complete payment has not yet been received and validated within the necessary deadline.

The Walled Networks Hosting Contract and services that You have subscribed to also terminate if You cancel them before the end of subscribed to also terminate if You cancel them before the end of their scheduled expiration date (see the article below), or in the case that they were terminated by Walled Networks, in the conditions outlined below.

## Article 9. Renewal

In conformity with Walled Networks' General Service Terms and Conditions, the renewal of a Walled Networks Hosting service is not automatic.

It must be expressly requested by You from Your secure management and administration interface, after logging in with Your Access Codes.

To take effect, the renewal of the service requires the complete payment (reception and validation) of the service(s) renewed.

If these deadlines are not met, the renewal without a disruption in service cannot be guaranteed. We strongly recommend that You renew the service well in advance, and take into consideration the means of payment chosen to credit Your Walled Networks Prepaid Account, and this, to avoid any disruption in service upon expiration.

## **Article 10. Suspension/Termination by Walled Networks**

# 10.1. Suspension/Termination with notice

Any failure to abide by Your contractual obligations, which have not been corrected within fifteen (15) days of receiving Our Notification to do so, shall lead to cancellation of the Contract and the associated services, with no legal formalities and without You being entitled to any reimbursement or compensation, regardless of the contractual period underway to which this termination will apply.

#### 10.2. Suspension/Cancellation without notice in the case of serious breach of Contract

You acknowledge that, in the framework of Walled Networks' Hosting service, the following elements shall be considered a serious breach of Your obligations, though Walled Networks does not have any obligation to monitor Your activity, and assumes no liability as a result of Your content:

- all serious breach of Contract as defined in Our Contracts, and notably any use of Walled
  Networks' Hosting service, directly or indirectly, that is in violation Your obligations as outlined
  in Walled Networks' General Service Terms and Conditions (Article 3), Walled Networks'
  General Terms and Conditions of Domain Name Registration (Article 3) and any special
  conditions that are applicable to Your domain name's extension, and which will be defined as a
  serious breach of Contract.
- any violation or default in Your specific obligation to intervene in the contents of Your server, in application of Article 3.2 of the present Contract,
- any violation or default in Your obligation to preserve the reputation of the IP address associated with Your server, in application of Article 3.4 of the present Contract.

In accordance with Our Contracts, We remind You that:

- any serious breach of Your obligations is grounds for the suspension/deactivation or even
  deletion of Walled Networks' Hosting service, Your server, and/or Your Walled Networks
  Account, without any formality or notice,
- Walled Networks can not, therefore, be held responsible for the direct or indirect consequences
  connected with the suspension, deactivation, or deletion of Walled Networks' Hosting service,
  and consequently, Your server and/or Walled Networks Account,
- consequently, You shall not be entitled to claim any compensation or refund, and You could be required to pay damages in the case of prejudice, in addition to application of the penalties prescribed by legislation in force in Canada, and Our Contracts.

#### 10.3. If Walled Networks is constrained by law

You accept that, in accordance with the laws and regulations in Canada, and Our Contracts, We may proceed with the immediate suspension or deletion of all of part of the services You have subscribed to and/or Your servers and/or Your Walled Networks Account without notice, and consequently, any additional service associated to Your Walled Networks Account:

- to meet a legal or regulatory obligation, or in application of the rules that govern Our activity as a technical intermediary, or,
- when ordered by a competent authority (in particular through application of a judicial or extrajudicial decision),
- if We receive a notification in conformity with the Canadian law, concerning all or part of Your website or its contents, in the framework of the hosting service subscribed to.

We also reserve the right to suspend Your server if it is under a DDoS attack, which may disturb the well-functioning of the platform.

Additionally, You accept and agree that Walled Networks cannot be held liable for any interventions that have been taken as part of the present Article 11, and You can not claim any indemnity or

refund,regardless of the contractual period underway during which this termination by Walled Networks may have occurred.

Additionally, You may be required to pay damages or interest in the case of prejudice, in addition to application of the penalties prescribed by legislation in force in Canada.

#### **Article 11. Technical interventions by Walled Networks**

Walled Networks intervenes, in its role as a technical services provider, for the purpose of ensuring the proper operation of its services, the safety and stability of the system

In that respect, Walled Networks may intervene under the following circumstances:

- to provide optional services chosen by You,
- to stop a technical malfunction inherent to Our system,
- to carry out a maintenance operation,
- in case of trouble affecting the safety and/or the stability of the system: abusive use and/or illegal use of Your server without Your rapid reaction by Yourself or following a warning from Our service (ex: spamming, fraud, hacking, unauthorized access attempts...); obvious damage to, or attempt to damage Our infrastructure caused by Your server (DDoS, botnet, spamming, ...),
- as part of Our customer service, with Your consent, and if Our intervention turns out to be necessary.

These interventions, and notably scheduled maintenance, are excluded from Our service level agreement, as outlined in the beginning of the Contract (Article 2). Consequently, any downtime that may result are not grounds for a refund or crediting of Your Walled Networks Prepaid Account.

This access is intended to facilitate the prompt resolution of certain legal and/or technical problems.

In all event, Walled Networks reserves the possibility of, if it is absolutely necessary,to interrupt some or all of the service in order to perform a technical intervention, particularly in the case of defective operation, or to improve the operation, or to perform any maintenance operation.

We shall do everything necessary to limit the time of the said interruption as much as possible and, if possible, We shall give You reasonable prior notice, indicating the date, the type and the duration of the intervention, so that You can make all the necessary arrangements.

However, You acknowledge that We will not be able to give You prior notice in the case where the service interruption is due to an external reason (in particular, one that would be inherent to Internet itself) or if it is explicitly requested by a competent authority or in application of current Canadian law.

#### Article 12. Technical settings - hardware and software security

Walled Networks agrees to make every effort to ensure the security of its hardware and its technical infrastructure.

However, You acknowledge and accept that the software security of each of Your servers shall be Your

sole responsibility. Notably, You agree to take all the steps necessary to secure the access to Your server(s), and of Your Access Codes and passwords, as with every website or service put in place via the subscription to Walled Networks' Hosting service.

You agree that You are fully responsible for:

- the configuration of Your servers to meet Your particular needs the configuration of Your servers to meet Your particular needs and objectives,
- the application of solutions that are appropriate to secure and/or restrict all or some access to Your servers, content, websites, or applications that You are hosting.

It is also Your sole and entire responsibility to maintain and update software, notably security software, pertaining to Your server(s) or their backup, or to all website or service that has been put in place through Your subscription to Walled Networks' Hosting service.

Under no circumstances may Walled Networks be held responsible for security flaws and damage resulting from Your failure to update the security software and maintain suitable security protocols in the administration of Your server(s) or service(s).

You agree to inform Walled Networks immediately of any security flaw or any abusive use of Your server(s), regardless of the type, which comes to Your knowledge, so that We can co-ordinate Our efforts if necessary.

In addition, We reserve the right to suspend, or even delete Your server(s) or Our services and associates resources without prior notice in the case of a security flaw originating from Your server(s).

In order to ensure the continual access of its services, Walled Networks shall duplicate Your data and the information hosted on Your server.

However, You acknowledge that the use of this solution does not constitute a contractual guarantee and, under no circumstances, does it relieve You from performing regular backups of Your data and Your configurations on a medium outside Walled Networks.

Finally, You commit Yourself to co-operating with any administrative or legal request concerning all or part of Our services, including on Your server(s).

#### Article 13. Exclusions and limits of Walled Networks' liability

In addition to the exclusions and limitations of responsibility as outlined in Walled Networks' General Service Terms and Conditions, within the context of Walled Networks' Hosting Service, We shall not accept any liability due to:

- difficulties in accessing Your websites, Content or services hosted, due to saturation of the networks at certain periods, and/or due to the technical characteristics and limits of the Internet and access to the Internet, which You declare You are well aware of, and therefore We cannot be held responsible for this in any way whatsoever,
- difficulties or operating defects that are due to the type of Content that You install or make

- available via Your server(s) under Your sole responsibility,
- any deterioration due to Your fault and/or Your failure to respect the conditions and technical limits applicable to each of Our services.
- the misappropriation, the total or partial destruction of the information transmitted or stored, notably from the moment that said information circulates via the Internet, and even less so when said destruction is due to the fault, imprudence and/or negligence that is attributable directly or indirectly to You,
- any contamination by virus or other computer contaminant, regardless of the technology used, of Your Content and/or software, whose protection is under Your responsibility,
- any intrusion by third parties of one or more of Your server(s), despite the reasonable measures introduced by Walled Networks on its infrastructures, and from the moment that, by express agreement between the parties, the security of Your servers remains under Your responsibility.
- the listing of one of Your IP Address(es) associated to Your server(s), in a blacklist, within the framework of Walled Networks' Hosting service.

In order to prevent any abusive use or access of Your server(s) by a third party, We strongly recommend that You configure Your server appropriately, use at least a firewall where applicable, and monitor unusual transmissions of Your server(s) (for example by installing a monitoring system).

In addition, You acknowledge that You were informed that the applications and/or nature of Content made available via Your servers are liable to interfere with the accessibility and operation of Your servers, and any websites that might be hosted on them. We shall not accept any liability for this situation.

You acknowledge that Walled Networks is not subject to any general obligation to monitor the Contents or applications transmitted or stored through Walled Networks. Although Walled Networks reserves the right to proceed with verifications, We have no obligation to perform any active search for incidents or circumstances involving illegal or prejudicial activities.

In any event, in the case where the responsibility of Walled Networks would be demonstrated, You cannot claim any indemnification greater than the amount which has been paid to Walled Networks in return for the concerned service and corresponding to the actual unavailability/dysfunction period for this service.

#### **Article 14. Reselling Our services**

You are authorized to resell Our Walled Networks Hosting services as long as You respect all Our Contracts, all legislation in force, specifically of Canada, and as long as You ensure that Your clients also respect the legislation in force and the rights of third parties.

By reselling Our services, You agree to offer Your clients the same level of service quality as provided by Walled Networks, and to respect the same ethical standards (as defined in Our Contracts).

In this respect, You agree to pass on to Your own clients at least the obligations stated in Walled Networks' General Service Terms and Conditions and the present Walled Networks Hosting Contract and, more particularly, You agree to ensure that Your clients respect all the obligations stated in this present Contract.

In addition, You agree to uphold all obligations and responsibilities set forth in Walled Networks' General Service Terms and Conditions at Your expense, with regards to Your clients and/or third parties, in addition to those incumbent on web hosting companies, according to the legislation in force, particularly in Canada.

You agree to act in a way which ensures that Walled Networks is never bothered due to Your activities and/or Your use of Our services, whether professional or not, including as a reseller.

Particularly, You agree to assure that, before any reselling of Our services, that Your customer does not directly or indirectly participate in spamming activities that is listed in the "Spamhaus" registry (Spamhaus Register of Known Spam Operations – ROKSO, which may be freely viewed at http://www.spamhaus.org), and/or is not listed and shall vouch for Your customer.

You explicitly agree to defend and hold harmless Walled Networks to any prejudice or any sentence that should result, either directly or indirectly, from Your activities and Your use of Our services, or the use of third parties through Your intermediary. This obligation shall survive the termination of the Contract.

Specifically, You agree to insure Your activity in order to cover all damage that it may incur, and to be able to efficiently guarantee Your commitments with regards to Walled Networks.

#### **Article 15. Contract modification**

In accordance with Walled Networks' General Service Terms and Conditions, and applicable clauses, the present Walled Networks Hosting Contract may be modified notably in order to take in to Account any changes in legal or technical jurisprudence.

#### **Article 16. General provisions**

The preamble is an integral part of the present Contract.

Our tolerance, if any, of a breach of Contract on Your part, can not be considered as a waiver of Our right to invoke such breach.

In the event of any stipulation of the Contract being declared void or non-enforceable by a competent court, it shall be declared unwritten, and will not lead to the cancellation of other stipulations, which shall remain in force to their full extent.

In compliance with the Canadian Civil Code regarding the relative effect of contracts, this Contract shall only have effects between the contracting parties, and may not be invoked by third parties.

# Article 17. Applicable law - jurisdiction

This Contract is governed by Canadian law with regards the rules of both form and substance.

Only the text of the Canadian version of this Contract shall govern in the event of a dispute of interpretation of the present Contract.

The parties should endeavour to settle any dispute concerning the validity, interpretation or execution

of this Contract on an amicable basis.

You agree that You have been informed and expressly accept that if no amicable solution is found, in accordance with current Canadian law that applies to Us, and unless there exists a clause to the contrary, any dispute concerning the validity, interpretation or execution of this Contract shall be referred exclusively to Walled Networks.

In addition, You acknowledge and accept that You may appeal, notably in the framework of claims under guarantee; under any other jurisdiction for which the procedure may have been filed by or against a third party.

- end of the Walled Networks Hosting general conditions - The present Contract is protected by copyright. All reproduction is prohibited.