

ACQUISIO Terms and Conditions

This is an agreement between You and Acquisio Inc. (“Acquisio” as more amply defined below) effective as of the Effective Date. This Agreement governs the use of the Software, the Services, and other Acquisio Products, as applicable, provided to You and the Authorized Users by Acquisio, its suppliers or contractors. You agree to be legally bound by the terms of this Agreement and any supplemental terms thereof, by clicking a box indicating Your acceptance, by executing an order referencing this Agreement, by registering, using or accessing Your Account or any Services. You represent and warrant that (i) You are 18 years of age or older, and (ii) You have read and understood the terms of this Agreement. If You do not agree, You and the Authorized Users shall not use, visit, register or otherwise access the Hosted Services and any other Acquisio Products. Capitalized words or expressions shall have the meaning ascribed to them in this Agreement.

The use of the Software and/or Services or any part thereof may from time to time involve third party services governed by separate and/or supplementary terms applicable to them. You must read and agree to be bound by these terms as a condition of using the services of such third party vendor.

1. DEFINITIONS

1.1 Whenever used in this Agreement, the following terms shall have the meaning ascribed to them below, and all other terms not defined in this Section 1 shall have the meaning ascribed to them in this Agreement.

1.2 **“Account”** means the hosted account provided to You by Acquisio or its hosting service provider after registration.

1.3 **“Acquisio”** means Acquisio, Web.com, ULC., located at 6300 Auteuil, Suite 300, Brossard (Quebec) J4Z 3P2, Canada (for Customers located in Canada), or Web.com, PPC, LLC., located at 5335 Gate Parkway, Jacksonville, FL 32256 (for all Customers located outside of Canada) or any other successor location, and its successors and assigns.

1.4 **“Acquisio Products”** means collectively a) the SaaS Software, b) the Software, c) the Services, d) the data, compilation of data, and any derived data based on or derived from or otherwise using any data or content during the performance of or resulting from the Services, e) Acquisio Trademarks, f) Third Party Items, g) any work results which arose during the performance of the Services by Acquisio, alone or with others, h) Confidential Information, know-how, trade-secrets, feedback, design, algorithm, method, technique, modeling, and any other proprietary technologies, and for each of the foregoing paragraphs a) through h) inclusively, all related modifications, enhancements or derivative works, and all related Intellectual Property Rights.

1.5 **“Acquisio Trademarks”** means graphics, logo, service marks, name or any other trade name, icon or mark and related domain names that Acquisio owns or licenses.

1.6 **“Acquisio Trademark Guidelines”** means Acquisio then-current published or otherwise made available trademark guidelines to Company. These guidelines can be changed from time to time by Acquisio

without notice, in its sole discretion.

1.7 **“Acquisio Website”** means the websites at these URLs: acquisio.com, www.clientcampaigns.com or www.acquisio.net and any other website and any microsite made available to You operated by Acquisio or its authorized third party hosting entity acting on its behalf, and any and all sub-domains thereof licensed as part of the Hosted Services under the terms of this Agreement. This expression includes all information and screens appearing on or used in connection with the websites, microsities, documents, website designs, text, graphics, images and icons, and the arrangement thereof, its features, add-ons, functions, programming techniques, any CSS, HTML, scripts, and other code

1.8 **“Ad”** means the advertising creative, including written content, images, graphics, URLs and other content You distribute via a service or platform allowing the serving of online ads for an Ad Campaign.

1.9 **“Ad Campaign”** means the content-based, ad-targeting information You or Your authorized contractors create to assist with the targeted delivery of Ad Impressions via a service or platform allowing the serving of online Ads.

1.10 **“Ad Impression”** means an Ad served and displayed on any publisher Website.

1.11 **“Agreement”** means these Acquisio Terms and Conditions (or “Acquisio T&Cs”), and any other terms, conditions, rules, policies, agreements and documents which are incorporated by reference into this Agreement, as they may be amended or supplemented from time to time including, without limitation, all Statements of Work, if any, which are and shall be incorporated into and deemed part hereof.

1.12 **“Authorized Users”** means the employees of the entity on whose behalf You have Subscribed for, provided such employee has been granted a license (as a named user, volume or other license scheme) to access and use the Hosted Services to the extent permitted by Acquisio under this Agreement.

1.13 **“Confidential Information”** shall have the meaning ascribed to it in Section 8.

1.14 **“Content”** (a) means the information and data You or the Authorized Users upload or provide to Acquisio in

connection with the performance of the Hosted Services.

(b) Notwithstanding anything to the contrary in this Agreement, Content does not include any Acquisio Products, Third Party Items, content, information and data and any enrichment, derivative, improvement or enhancement thereof licensed or otherwise supplied to You or to Authorized Users by Acquisio, its suppliers or by any third party service provider.

1.15 **“Effective Date”** means the date of acceptance of the terms of this Agreement by You.

1.16 **“Hosted Services”** means the delivery of services to Subscribers by Acquisio or by third-party service providers on its behalf, by remotely hosting, managing and supporting proprietary software applications and all upgrades, updates, improvements, modifications thereof (**“Saas Software”**). The Hosted Services may be used and accessed through a web browser and/or Software, as the case may be..

1.17 **“Intellectual Property Rights”** means (i) patents (including utility models), copyright, database rights, data, compilations, know-how, designs, trade dress, trademarks and service marks (whether registered or unregistered), and related goodwill, and all proprietary rights (including trade secrets), and all rights of whatever nature in computer software (whether in source, object and executable code and including related documentation), and moral rights (including the rights of authorship and attribution and subsequent modification), (ii) all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognized in the future, and (iii) applications, extensions, and renewals in relation to any such rights.

1.18 **“Privacy Policy”** shall mean Acquisio’s privacy policy which can be found by clicking on the “Privacy Policy” hypertext link at the bottom of the Acquisio Website, which may be changed in accordance with its terms and is incorporated herein by reference.

1.19 **“Professional Services”** shall have the meaning ascribed to it in Section 3.2.

1.20 **“Registration Information”** shall have the meaning ascribed to it in Section 2.1.

1.21 **“Saas Software”** shall have the meaning ascribed to it in Section 1.16 hereof.

1.22 **“Services”** means collectively The Hosted Services, Professional Services and/or support and maintenance services, if any, provided by Acquisio, its suppliers or contractors under the terms of this Agreement. This expression includes all new services, functions or features subject to additional fees, if any.

1.23 **“Service Plan”** means any service plan or package displayed on Acquisio Website or otherwise made available or communicated to You related to use of the Hosted Services in accordance with the terms of this Agreement. The Service Plan may be changed from time to time without notice by Acquisio, in its sole discretion.

1.24 **“Software”** means any software licensed under this Agreement by Acquisio, its agents or representatives directly or through its sales channels to access and use

the Hosted Services, if any. This expression includes (i) software products and tools, scripts, application programmer interface (API), in-Apps, add-ons, connectors, software development kit (SDK), and (ii) all upgrades, updates, improvements, modifications, derivative works, enhancements, extensions and revisions (**“Modifications”**) of any such Software or any part thereof, provided, that nothing herein shall be construed as an obligation of Acquisio to license any of the Modifications, and if so, Acquisio reserves the right to make it available at the applicable fee, if any.

1.25 **“Spend”** means Acquisio’s suggested minimum dollar value amount of advertising spend by You with third parties during a Trial.

1.26 **“Statement of Work”** or (**“SoW”**) shall have the meaning ascribed to it in Section 3.2.1. The SoW may be amended or supplemented from time to time by mutual written agreement of the parties.

1.27 **“Subscription”** means the subscription to a Service Plan and payment of the Subscription Fees for Hosted Services in accordance with the terms of this Agreement. Correlative or related capitalized words such as **“Subscribed”** and **“Subscribers”** and other similar capitalized words are references to this expression adapted to the context in which each of such words is used in this Agreement.

1.28 **“Subscription Fees”** shall have the meaning ascribed to it in Section 4.1.1.

1.29 **“Subscription Term”** or **“Term”** shall mean collectively the Trial Term (if any) the Initial Term and the Renewal Term, as those expressions are defined in Section 12, subject to expiration or earlier termination of this Agreement.

1.30 **“Support Services”** shall have the meaning ascribed to it in Section 3.3.

1.31 **“Third Party Items”** means collectively third party services, third party software, and third-party trademarks.

1.32 **“Trial”** shall have the meaning ascribed to it in Section 5.6.1.

1.33 **“You”, “Your” or “Yours”** (i) this expression means you, individually if you are agreeing to enter this Agreement in your own capacity, or (ii) if you enter this Agreement on behalf of a company, on behalf of an agency, or any other legal entity, this expression means the company, the agency or any other legal entity for whose benefit you act (which may include Authorized Users, as defined in this Agreement). You, individual, hereby warrant and represent (without limiting the representations and warranties made under Section 15) to have full legal authority to bind the company, the agency or any other legal entity, as applicable, in respect of the obligations contained in this Agreement.

1.34 **“Your Trademarks”** means the graphics, logos, service marks, trade names, product names, brand names and domain names You own or You have the right to license.

2. REGISTRATION

2.1 When You register, You must provide complete and

accurate registration information requested by Acquisio. You must keep this information updated during the Subscription Term (collectively "Registration Information").

2.2 Acquisio reserves the right, in its sole discretion, to refuse any registration without any reason, obligation and liability to You or to any other party.

2.3 Upon completion of the registration process, You will be provided a password and account designation.

2.4 You agree (i) not to access and use the Hosted Services by any means other than through Your Account, password and interface provided by Acquisio for accessing the same; and (ii) to keep in strict confidence and not share with any third party the non-transferable account information, login-in ID and password provided to You by Acquisio or that You may have created.

3. SERVICES

3.1 Subscribed Service Plan

Subject to the terms of this Agreement, Acquisio will, during the Subscription Term, provide to You the Hosted Services You have Subscribed for under the Service Plan.

3.2 Professional Services

3.2.1 Customized services performed by Acquisio or its contractors shall be provided in a separate, executed statement of work or order form ("Statement of Work" or "SoW") unless otherwise agreed to in writing by Acquisio.

3.2.2 The SoW shall reference the terms of this Agreement, describe the services and deliverables, and include any other information Acquisio may require.

3.2.3 Upon the execution and delivery of the SoW by the parties, the SoW shall be deemed attached as an Appendix to and made a part of this Agreement.

3.3 Support Services

The support services will be provided to You by Acquisio via emails for the installation, debugging and troubleshooting unless otherwise provided under the Service Plan and/or Acquisio Website ("Support Services").

4. FEES

4.1 Subscription Fees

4.1.1 In consideration of Your access to and use of the Hosted Services during the Subscription Term, You agree to pay to Acquisio, (a) all charges and fees incurred on or through Your account, plus all taxes applicable at the time of Your Subscription to Your Service Plan, (b) any one-time or recurrent fee, if any, for specific features or additional services, (c) support fees, and (d) any other charges mutually agreed upon in writing by the parties (collectively the "Subscription Fees")

4.1.2 You agree to pay to Acquisio the non-refundable and non-creditable Subscription Fees under the Service Plan and payment options You have selected in Your Order Form as stated in Your Account or on Acquisio Website.

4.2 Subscriptions on behalf of Authorized Users

You may place orders on behalf of any Authorized Users and You hereby expressly acknowledge having read and

agreed to the terms of this Agreement on their behalf, including Your obligations set forth in Section 11 (Authorized User Obligations).

4.3 Changes

You agree Acquisio may at any time, in its sole discretion, and to the extent required by applicable law, upon notice, change any Subscription Fees and/or any Account charges from time to time without any reason, obligation and liability to You and others. Such changes shall take effect (i) immediately for new Subscribers, and (ii) at the time of renewal for existing Subscribers. If You are not in agreement with any of the changes made by Acquisio, You and the Authorized Users must stop using the Software and Hosted Services within five (5) calendar days of the renewal date failing which, You and the Authorized Users shall be deemed to have renewed the Subscription period at the new Subscription Fee.

4.4 Credit Approval

Your Subscription is subject to credit approval by Acquisio and/or any credit agency designated by Acquisio and you hereby expressly permit Acquisio to use the information submitted by you during registration to enquire on your creditworthiness with credit agencies.

4.5 Fees for Third Party Items

Unless included in the Subscription Fees as indicated on the Acquisio Website or otherwise, the fees to access and use Third Party Items, and any related taxes and other charges, if any, shall be separate and subject to the applicable additional fees to be paid in addition to the Subscription Fees ("TPI Fees"), and You shall be solely and exclusively responsible for the payment of such TPI Fees.

4.6 Currency

Unless otherwise provided by Acquisio on Acquisio Website, order form or invoice, references to dollar amounts or other money amount in this Agreement shall be deemed to be in lawful money of the United States, and all amounts due shall be payable in US dollars.

5. PAYMENT MODALITIES

You must pay all Subscription Fees when due.

5.1 Credit Card Payments

5.1.1 You shall pay all applicable account charges when due with a valid credit card with sufficient funds at the time of billing, at the time of Subscription and during the Subscription Term.

5.1.2 Acquisio reserves the right to seek validation of the card prior to Your first purchase and/or to obtain pre-approval for an amount up to the amount of Your purchase.

5.1.3 You expressly authorize Acquisio to charge Your credit card for all applicable account charges associated with Your account.

5.1.4 Any additional fee charged by Your credit card or any other intermediary is Your sole responsibility.

5.2 Other Payment Method

5.2.1 You may change Your payment method to those available, or agreed upon in writing by Acquisio, which

may be conditioned by Your prior approval of additional terms and conditions.

5.2.2 If payment is by a method other than a credit card, You must provide complete and accurate billing and contact information to Acquisio and notify Acquisio of any changes to such information. Acquisio may invoice You in advance. Unless otherwise required by Acquisio, payments shall be due upon receipt.

5.3 Late Payments

5.3.1 Late payments (except those charges under reasonable and good faith dispute) will accrue interest following the due date at the lesser of 1.5% per month (18% annually) or the maximum interest allowed by law.

5.3.2 You shall pay to Acquisio the collection costs (including attorneys' fees) incurred by Acquisio in the collection of any of the delinquent amounts. Acquisio may use a third party collection agency.

5.4 Disputes

You must submit any claims or disputes You may have regarding any account charges to Your account in writing to Acquisio within thirty (30) days of such charge otherwise, notwithstanding Section 22.4, You waive and release such claim or dispute and such charge will be final and not subject to challenge by You.

5.5 Third Party Service Providers and/or Accounts.

You agree that

5.5.1 You are solely and exclusively responsible for the payment when due of all charges to Your Account, (i) including all charges related to third parties such as pay-per-click search engine charges, advertising services charges and any other charges associated with any of the Services or Ad Campaign, Ad Impressions, click-throughs or other actions for which a per-use, per-click, per-Ad Impression, pay-per-click search engine or any other charge assessed by the service or platform allowing the serving of ads, or any other online advertising entity, (ii) including all charges resulting from or related to Acquisio's taking or not of any action on Your behalf at any time.

5.5.2 You will not assert or make any claim to a third party service provider that You will not pay the charges (including pay-per-click search engine or advertising charges) associated with Your account with such service provider, whether opened directly by You or by Acquisio on Your behalf, as a result of Acquisio exceeding its authority or for any other reason;

5.5.3 upon demand, You shall reimburse Acquisio for any amounts Acquisio must pay to any third party service provider, because of Your failure or refusal to pay the charges to Your account or otherwise; and

5.5.4 Acquisio shall have no obligations and/or liability for any of the above charges.

5.6 Trials

5.6.1 Acquisio may offer as part of a Service Plan, special limited trial, as set forth from time to time on the Acquisio Website ("Trial").

5.6.2 If You sign up for a Trial, You authorize Acquisio to

bill Your credit card, and You shall pay the Subscription Fee applicable to Your Service Plan You are using during the Trial period on the day after the Trial period expires.

5.6.3 You acknowledge and agree that You shall cancel the Hosted Services by notifying Acquisio in writing prior to the expiration of the Trial period to avoid incurring Subscription Fee for a full billing cycle.

5.6.4 During the Trial, Acquisio recommends that You allocate Acquisio's suggested Spend per day. This minimum Spend ensures that adequate data can be collected to ensure successful optimization. Without sufficient data, optimization may or may not be successful during the Trial.

6. OWNERSHIP

6.1 Acquisio Ownership

6.1.1 You acknowledge and agree that all rights, title and interest in and to the Acquisio Products and Intellectual Property Rights related thereto are owned and shall remain exclusively with Acquisio and its suppliers, except for the limited rights licensed to You under Section 7.1 of this Agreement.

6.1.2 At no cost or charges to Acquisio, (i) You hereby irrevocably transfer and assign and shall cause to be transferred and assigned to Acquisio all rights, title and interest that You, the Authorized Users, Your contractors and respective employees may have or acquire in or to such Acquisio Products; and (ii) You hereby waive and You shall cause to be waived any and all moral rights to the exclusive benefit of Acquisio.

6.1.3 Acquisio shall have the exclusive right to apply for or register any patents, copyrights, and such other Intellectual Proprietary Rights protections with respect thereto. You agree to take, at Acquisio's reasonable expense, any actions (including execution and delivery of documents) requested by Acquisio to effect, perfect or confirm Acquisio's or its designee's right, title and interest therein, and without limiting the foregoing, You hereby appoint the officers of Acquisio as Your attorney-in-fact to execute documents on Your behalf for this limited purpose.

6.1.4 Nothing in this Agreement shall, or shall be deemed to, transfer or assign, any right, title or interest in or to any Acquisio's and its suppliers' Intellectual Property Rights related to any of Acquisio Products to You or to any other party.

6.1.5 All goodwill arising out of any use of the Acquisio Trademarks by You, if any, shall inure solely to the benefit of Acquisio and without limiting the foregoing, Acquisio shall have the right to contact directly anyone for any and all purposes during and after the Subscription Term.

6.2 Your Ownership

Subject to Section 7.3, You retain all right, title and interest to any and all of (ii) Your Ad Campaigns, and (ii) Your Trademarks, including all Intellectual Property rights related thereto but excluding Acquisio Products and related Intellectual Property Rights.

7. LICENSE

7.1 Grant by Acquisio

7.1.1 Subject to the terms of this Agreement, and in consideration of the payment of the Subscriptions Fees, Acquisio hereby grants to You, during the Subscription Term, a non-exclusive, non-transferable, non-sublicensable, revocable license to use the Software and Hosted Services under Your Service Plan and to view, download, print and use information retrieved from the Acquisio Website.

7.1.2 Except for the licenses granted in Section 7.1.1, Acquisio grants no express or implied license or other right under any patent, copyright, trademark, know-how or other intellectual property rights. Acquisio reserves all rights not expressly granted.

7.2 Restrictions

You shall not and You shall cause the Authorized Users not to,

7.2.1 use any of the Acquisio Products for any reason or manner, other than as permitted under the terms of this Agreement;

7.2.2 lease, license, sublicense, rent, distribute, sell, resell the right to use or access the Acquisio Products or any part thereof;

7.2.3 infringe or misappropriate any intellectual property right, contract or tort right of any person;

7.2.4 use any device, software or routine to interfere with or disrupt the proper functioning of the Software, the Hosted Services or any part thereof, or take or omit to take any action that imposes an unreasonable or disproportionately large load on the same, as reasonably determined by Acquisio;

7.2.5 engage in any unacceptable or unlawful use of the Acquisio Products, including to (i) attempt to gain unauthorized access to the Hosted Services, (ii) disseminate, store or transmit unsolicited messages, chain letters or unsolicited commercial email; (iii) disseminate or transmit material that, to a reasonable person, may be abusive, obscene, pornographic, defamatory, invasive of privacy, harassing, grossly offensive, vulgar, threatening, malicious, otherwise objectionable or in any way derogatory about Acquisio or any other party, (iv) create a false identity or to otherwise attempt to mislead any person on the identity or origin of any communication, (v) harvest, collect, otherwise handle or permit others to do the same, without obtaining the proper consents in breach of any privacy or any other applicable laws;

7.2.6 reproduce, duplicate, republish, copy, reformat, display, reverse engineer, reverse assemble, in any form or by any means any part of the Acquisio Products, including the layout or look-and-feel of the Acquisio Website, any materials retrieved therefrom and the underlying HTML code;

7.2.7 modify, translate, or create derivative works based on the Acquisio Products, or any part thereof;

7.2.8 obfuscate, remove or alter any of the proprietary notices or legends or other notices or markings on or in any of the Acquisio Products;

7.2.9 store in any information storage and retrieval system materials from the Acquisio Website, without the prior written permission from Acquisio;

7.2.10 upload, post, email, disseminate, store, transmit or otherwise make available to others any content, material, data, graphics, work, designation, trade or service mark, tradename, link, advertising or services that actually or potentially violates any applicable law or regulation, including false advertising or unfair competition under the law of any jurisdiction;

7.2.11 disseminate, store or transmit viruses, trojan horses or any other malicious code or program;

7.2.12 unless expressly permitted under this Agreement, use the Software on a timeshare or service bureau basis or the Hosted Services on a subscription, membership or on-demand basis or otherwise for the benefit of any individual or entity;

7.2.13 bundle or incorporate the Acquisio Products or any part thereof, with or into any other product or service; and

7.2.14 monitor the performance or functionality of the Software and/or Hosted Services or any part thereof, for the benchmarking or competitive purpose.

7.3 Grant by You

7.3.1 You grant to Acquisio and its affiliates a worldwide, non-exclusive, sublicensable, transferable and perpetual royalty-free, fully paid-up license to use, maintain, distribute, collect, process, transfer, store, modify, compile the information and data supplied to Acquisio during the performance of the Services (including impressions, clicks, click-through rate, cost per click, cost, conversion rate, cost per conversion, conversions, or any other information or data) and the information and data related thereto or derived therefrom, in aggregate form or not, combined or not with any other content or data, and all intellectual property rights with respect thereto, for the performance or improvement of the Software and Services and archival purposes.

7.3.2 You grant to Acquisio a worldwide, non-exclusive, royalty-free, sublicensable, license to use, copy, publish, publicly display Your Trademarks and those of the Authorized Users and related intellectual property rights, and information relating to their respective organization, in digital or printed form to indicate on the Acquisio Website and/or Acquisio promotional material that You and/or any of the Authorized Users is a customer or partner. This license shall continue until the occurrence of the first of the following dates a) the date on which this Agreement expires or terminates pursuant to its terms, or b) the day after the elapse of a ten (10) day prior written termination notice of Your trademark license sent by You to Acquisio. No other use of Your Trademarks or those of the Authorized Users is permitted without Your prior consent.

8. CONFIDENTIALITY

8.1 You will have access to certain information and materials concerning Acquisio's technology, business, plans, and customers that are confidential and of substantial value to Acquisio, which value would be impaired if such information was disclosed to third parties,

which shall include the features and functions of the Acquisio Products that are not available to the general public via the public internet, future product plans, data or data files, any documentation or specifications, third party information, processes, strategies, the commercial terms, or given the circumstances surrounding disclosure, should in good faith be treated as confidential.

8.2 Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by Acquisio; (ii) becomes publicly known and made generally available after disclosure by Acquisio to You not caused by Your action or inaction; (iii) is already in Your possession without confidentiality restrictions at the time of disclosure by Acquisio, (iv) is rightfully obtained by You from a third party without obligation of confidentiality; (v) is independently developed by You without use of or reference to Acquisio's Confidential Information, as shown by documents and other competent evidence in Your possession; (vi) is approved for disclosure in writing by Acquisio; or (vii) You are required to disclose by applicable law or by a court of competent jurisdiction; provided, however, that You shall not make any such disclosure without first notifying Acquisio and allowing, at Acquisio's sole option, You or Acquisio, a reasonable opportunity to seek injunctive relief from (or a protective order with respect to) the obligation to make such disclosure ("Confidential Information").

8.3 You agree to use Acquisio's Confidential Information solely to carry out Your obligations under the terms of this Agreement, and You shall not disclose Confidential Information of Acquisio to any third party without the express written consent of Acquisio. Notwithstanding the foregoing, You may disclose or distribute such Confidential Information to Your officers, employees, directors, attorneys, accountants, agents or contractors who (i) have a business need to know such Confidential Information, and (ii) are subject to legally binding and enforceable obligations of confidentiality substantially similar to, and no less restrictive than, the obligations set forth herein. You shall use at least the same degree of care to avoid disclosure of Confidential Information as You use regarding Your own most sensitive confidential information. Acquisio may seek injunctive relief to enforce its rights under this Section.

8.4 Without limiting Your above obligations, You must keep strictly confidential Your log-in and password information at all times, and not disclose it to any third party.

8.5 If an unauthorized use of Your account or password occurs, You must immediately notify Acquisio via phone and/or email, and Acquisio will suspend use of the account and password until a new password is in place and/or other security measure deemed appropriate by Acquisio are taken.

9. PRIVACY

9.1 When You access and use the Acquisio Website and the Hosted Services You shall comply with all applicable privacy, data protection laws and the Privacy

Policy.

9.2 Acquisio may use the information in Your account, which You have provided during registration, Subscription or otherwise, (i) to administer Your account, including for billing, respond to customer service, support requests, service-related announcements, inquiries or other transactional or administrative communications, (ii) to contact You and the Authorized Users in relation to products and services supplied by Acquisio, its suppliers or partners. You and the Authorized Users may not opt-out of any such transactional or administrative communications. If You do not wish to receive these communications, You and the Authorized Users have the option to deactivate Your account, subject to the payment by You of any outstanding or committed Subscription Fees.

9.3 Acquisio may access, use, remove, preserve, disclose, transfer Your and Authorized Users' Registration Information, Content or personal information to outside parties in the limited circumstances: (i) to carry out Your instructions (such as with third-party payment providers to process Your payment information such as a credit card processing company or other third party service providers), (ii) to perform the Services, (iii) for the performance of the Services by Acquisio's affiliates, their respective successors and assigns, (iv) to fulfill operational, infrastructure, back-end or other administrative or support services by Acquisio or its third party service providers, (v) to comply with applicable laws, any lawful access requests, subpoenas or other court orders, (vi) to protect the Acquisio Products, Acquisio and its other users of the same from fraud, security threats or breach of this Agreement, (vi) under other circumstances which may be provided from time to time under the Privacy Policy.

9.4 Except as expressly provided otherwise in Section 9.2, You and other Authorized Users may opt-out from receiving future communications. You can contact us (see Contact Us section), or follow the unsubscribe instructions in each promotional email, newsletter, or the like, by selecting the opt-out link in the email, or if such feature is enabled or otherwise made available, You may login to Your account and change Your settings or profile online at Acquisio Website.

9.5 You will operate a prominent online privacy policy on all websites to which users are directed after clicking on Ads served using the Hosted Services. Such privacy policy shall include: (a) a full, accurate and clear disclosure regarding the placement, use and reading of third party cookies and action tags, and the collection and use of data in relation to activity by users on advertiser's website, (b) a disclosure regarding any data transfers between Acquisio and You under this Agreement, and (c) any other information required by the applicable laws.

10. SECURITY

10.1 Acquisio employs reasonable security measures to protect against the loss, misuse and alteration of the information under its control.

10.2 You shall notify Acquisio immediately about any

unauthorized use or misuse of any Acquisio Product by third parties or any security incident.

11. AUTHORIZED USER OBLIGATIONS

In addition to Your indemnification obligations pursuant to Section 18 and other provisions of this Agreement, You hereby agree to cause the Authorized Users to use the Software and Services in accordance with, and abide by, the terms of this Agreement and the terms of any license which may govern the use of Third Party Items and related rights. Without limiting the foregoing, You and the defaulting Authorized User shall be jointly and severally liable to Acquisio for the failure of any such Authorized User to perform, and comply with all the obligations and duties set forth in this Agreement, and the governing terms of Third Party Items, if any.

12. TERM

12.1 Trial Term

If a Service Plan or SoW includes a trial, unless otherwise indicated on the order form issued by Acquisio, this Agreement shall begin on the Effective Date and continue for the number of days set forth in the Service Plan, SoW or any order form ("Trial Period"). After the Trial Period, unless otherwise prescribed by Acquisio, the Agreement shall automatically continue at the applicable Subscription Fee, and the Subscription Term in Section 12.2 shall apply, unless You provide Acquisio with written notification indicating You have elected to terminate the Agreement within ten (10) days before the end of the Trial Period.

12.2 Term (other than the Trial Term)

12.2.1 Initial Term

The initial term of this Agreement shall begin on the Effective Date and shall continue until the end of the period You have Subscribed for, unless terminated earlier pursuant to its terms ("Initial Term").

12.2.2 Renewal

The Initial Term shall be automatically renewed for the same period at the end of the Initial Term and at the end of each subsequent renewal period thereof at the applicable Subscription Fee, unless any of the renewal period is terminated earlier pursuant to its terms.

12.2.3 Notice of Non-Renewal

Either party may notify the other party in writing at least thirty (30) days prior to the end of the Initial Term or the then applicable Renewal Term of its intention not to renew the Subscription.

12.3 Update to the Terms

Notwithstanding anything to the contrary in this Agreement, prior to the placement of a new order or any renewal of a Subscription, Acquisio shall have the right change the terms of this Agreement, which may include revised prices, and Section 4.3 shall apply.

13. TERMINATION

13.1 Termination by Acquisio

13.1.1 Acquisio may, in its sole discretion, in addition to all of its other rights and remedies provided by this

Agreement or by law, and without any obligation and liability to You and others, terminate, or suspend (i) Your use of Your access or the usage or access of others, to the Software or any Services or any of Your account or those of others, (ii) this Agreement and the associated Software and Services, either temporarily or permanently, in any of these circumstances:

(a) At any time, for convenience, upon giving You thirty (30) day prior written notice.

(b) Upon thirty (30) days prior written notice if You are in breach of the terms of this Agreement and such breach remains uncured at the end of such period.

(c) Forthwith and without notice,

(i) if the billing and contact information You have provided is false, fraudulent or otherwise inaccurate, incomplete or not current,

(ii) if Your credit card is not valid or You do not have sufficient funds at the time of billing, or if Your account is otherwise delinquent,

(iii) if You become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors,

(iv) for security or technical reasons,

(v) to ensure the efficient operation of the Software or any and all Services of if Your use of the Software or Services may negatively affect other users of the same,

(vi) following a request, an order for law enforcement, or Acquisio is required to do so by law, or

(vii) if Acquisio has elected to discontinue the Software or any Services or any part thereof.

13.2 Termination by You

You may terminate this Agreement and the use of the Software and use and access of the Hosted Services (i) for cause upon thirty (30) days prior written notice if Acquisio is in breach of the terms of this Agreement and such breach remains uncured at the end of such period; (ii) forthwith and without notice, if Acquisio becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors and same is not dismissed within sixty (60) days.

14. EFFECTS OF TERMINATION

14.1 If You terminate this Agreement for cause under Section 13.2 (re: uncured material breach by Acquisio) and such termination is not reasonably disputed by Acquisio, or if Acquisio terminates for convenience under Section 13.1.1(a), as Your sole remedy and Acquisio's exclusive liability and obligation to You or any other party for any such early termination, Acquisio shall, in respect of the terminated account, refund You the prorated amount of the Subscription Fee prepaid by You that were to apply to the remainder of the unexpired portion of the Subscription Term, as calculated from the termination date to the end of the unexpired Subscription Term. Otherwise, Your sole remedy for Acquisio's breach of this Agreement shall be the termination of this Agreement.

14.2 Upon termination or expiration of this Agreement, for any reason, all licenses granted by Acquisio or its suppliers

under this Agreement related to any Acquisio Products, and by You related to Your Content and Your Trademarks will immediately cease.

14.3 Upon termination or expiration of this Agreement, You and the Authorized Users will lose access to the Acquisio Products including Your accounts, email accounts, data, files and other information stored by Acquisio or on its behalf. Upon such termination, Acquisio retains the right, in its sole discretion,

14.3.1 to provide You and other Authorized Users access to, and the ability to export Your Content for a commercially reasonable period of time at Acquisio's then-current rates for the related services.

14.3.2 to the extent legally permissible, Acquisio may elect, in its sole discretion, to permanently delete from its database all files, content and email messages, and other material or information associated with Your Accounts and those of the Authorized Users, without notice to You. You hereby agrees to such deletion and agree that Acquisio shall have no obligation and liability whatsoever to You and any other party for such deletion under these terms. Without limiting the foregoing, Acquisio may keep Your and other Users' material or information as required by law or pursuant to any order from a court.

14.4 Upon request, You will return or destroy and You shall cause to be returned or destroyed all Confidential Information provided by Acquisio, its representatives or agents to You or to the Authorized Users. Acquisio may ask You to provide written certification of the destruction.

14.5 The expiration or termination of this Agreement will not relieve You of Your obligations to pay any accrued Subscription Fees and/or charges (which shall be due upon the date of such expiration or termination) and will not affect any of Acquisio's, its affiliates, and their respective suppliers' claims arising prior to such expiration or termination.

14.6 Without limiting Section 16 (Disclaimer of Warranties) and 17 (Limitation of Liability), Acquisio will not be responsible or liable to You, or to any other party for any loss, damage, compensation or claim, whether foreseeable or not, that may result or arise out of the termination, suspension or restriction of this Agreement, any license, and/or access any Acquisio Products.

15. REPRESENTATIONS

15.1 You represent and warrant to Acquisio that,

15.1.1 You have provided and will provide current, true, accurate and complete information Registration Information, and will maintain and promptly update the same;

15.1.2 You will at all times comply with all of the terms and conditions of this Agreement, including not be in breach of any of the license restrictions under Section 7.2 or in any other provisions of this Agreement during and after the Subscription Term;

15.1.3 You will not infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person while using the Acquisio Products or any part thereof;

15.1.4 You, or any Authorized Users, if an individual, are/is of the age of majority in his/her place of residence,

and are not citizens of an embargoed country or a prohibited user under applicable Canadian, U.S., or other applicable country's export and anti-terrorism laws, regulations, and lists;

15.1.5 You have full authority to bind Your employer, the Authorized Users and/or legal entity, as the case may be, and each person in Your organization who accesses and uses the Acquisio Product, or any part thereof, is legally bound by the terms of this Agreement;

15.1.6 You have obtained all the legal authority and powers by contract or otherwise, to enable and permit Acquisio to perform all the Services on Your behalf under any Service Plan including with Ads and Ad Campaigns, pay-per-click search engine, and there are no restrictions that will alter or affect Acquisio's ability to legally perform the same;

15.1.7 You are solely and exclusively responsible for the payment of all charges, liabilities and obligations with respect to third party service providers and/or third party accounts to the extent provided in this Agreement, including Section 5.5 hereof and You will abide by and fully comply with such provisions.

15.1.8 You are not and will not cause to be violated any law and regulations, including, without limitation, any privacy law or policy, any competition or advertising law, contract or agreement by entering into this Agreement, by performing Your obligations or by authorizing and permitting Acquisio to perform the Services hereunder;

15.1.9 Your Ads and Ad Campaigns will not (i) contain any content that is violent, obscene, offensive including content that is morally or ethically offensive or sexually suggestive, (ii) promote gambling, illegal sweepstakes, or contests and (iii) engage in any illegal or fraudulent business practices in any state or country.

16. DISCLAIMER OF WARRANTY

16.1 To the fullest extent permitted by law, any and all of the Acquisio Products performed, licensed, supplied or disclosed by Acquisio, its affiliates, and/or their respective partners, contractors, agents or representatives, as applicable, are provided and accepted by You on behalf of yourself and any individual or entity on whose behalf You are acting, on an "as is", "with all faults", "as available" basis and without any endorsement, representation or warranty of any kind. The use of any of the Acquisio Products is at Your and Authorized Users' sole risk.

16.2 Without limiting the above, and to the fullest extent permitted by law, Acquisio, its affiliates and their respective service providers, officers, directors, employees, agents, partners and suppliers, expressly disclaim, with regard to the Acquisio Products, or any part thereof, all warranties and representations of any kind, either express or implied, or statutory, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, accuracy, workmanlike effort, lack of negligence, quiet enjoyment, non-infringement, title, interoperability with, performance or success of any Acquisio Products, the meeting of any results, requirements or economic benefit, the generation of any leads from Ads or Ad Campaigns, or that any ad will be served on publisher's website, the Acquisio Products will be error free or corrected, will be uninterrupted or that budgets are or will be adhered to, the

level, quality or timing of delivery, the availability of any costs per click, click-through rates, Impressions, conversions or other results for any Ads or content related to the Services or third party services or product providers.

17. LIMITATION OF LIABILITY

17.1 TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT ACQUISIO, ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, SUCCESSORS AND ASSIGNS (COLLECTIVELY "ACQUISIO" UNDER THIS SECTION 17 SHALL BE LIABLE TO YOU AND OTHER PARTY UNDER THIS AGREEMENT FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES RELATED TO ANY LOSS OF BUSINESS OR PROFITS, FAILURE TO REALIZE ANY EXPECTED SAVING, LOSS OF REVENUE, INTEREST, GOODWILL, LOSS OR CORRUPTION OF DATA, SAVING OR ABSENCE OF SAVING OR OPPORTUNITY, ANY BUSINESS INTERRUPTION, CHARGES, FEES AND/OR COST OF ANY THIRD PARTY SERVICES, CESSATION OF SERVICE FUNCTIONS BY ACQUISIO OR OTHER SERVICE PROVIDERS), FOR THE SUPPLY, USE OR INABILITY TO USE, THE PERFORMANCE OR NON-PERFORMANCE OF ANY OF THE ACQUISIO PRODUCTS OR ANY PART THEREOF, OR THE INTERNET, WHETHER OR NOT FORESEEABLE, ARISING OUT OF OR RELATED TO THIS AGREEMENT.

17.2 TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF ACQUISIO FOR ANY CLAIM, ACTION, DEMAND OR OTHER PROCEEDING, INCLUDING BUT NOT LIMITED TO ALL DAMAGES, LOSSES, LIABILITIES, JUDGMENTS, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING THEREFROM, BROUGHT BY ANY PARTY, INCLUDING, BUT NOT LIMITED TO, YOU AND ANY OTHER USERS AGAINST ACQUISIO (COLLECTIVELY A "CLAIM ") UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SAME, SHALL BE LIMITED TO DIRECT DAMAGES WHICH SHALL BE THE AMOUNT ACTUALLY PAID BY YOU TO ACQUISIO FOR THE HOSTED SERVICES DURING THREE (3) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH CLAIM.

17.3 WITHOUT LIMITING THE ABOVE, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU SHALL BE SOLELY RESPONSIBLE AND LIABLE FOR (I) THE BREACH OF ANY OF YOUR REPRESENTATIONS AND WARRANTIES MADE UNDER SECTION 15; (II) THE ACTIONS OR OMISSIONS OF ANY THIRD PARTY SUPPLIER AND THE USE OF ANY THIRD PARTY ITEMS; (III) ALL CHARGES, RATES AND FEES ASSOCIATED WITH ADVERTISING, ADS, AD CAMPAIGNS, AD IMPRESSIONS, CLICK-THROUGHS, OR OTHER ACTIONS OR OMISSIONS FOR WHICH A PER-USE, PER-CLICK, PER-AD-IMPRESSION, OR ANY OTHER CHARGE IN CONNECTION WITH YOUR ACCOUNT AND/OR ANY THIRD PARTY ACCOUNTS, INCLUDING, WITHOUT LIMITATION, ACCOUNTS WITH ALL PAY-PER-CLICK SEARCH ENGINE WEBSITE OR INTERFACE, OR SIMILAR SERVICES, WHETHER OPENED DIRECTLY BY YOU OR BY ACQUISIO ON

YOUR BEHALF, AND/OR ANY OVERSPEND OF SET BUDGET, ARISING OUT OF OR RESULTING FROM YOUR USE OF OR ACCESS TO ANY OF THE ACQUISIO PRODUCTS OR OTHERWISE; (IV) ANY CHANGE SUBMITTED BY ACQUISIO ON YOUR BEHALF, TO A PAY-PER-

CLICK SEARCH ENGINE OR ANY ADVERTISING SERVICES, AND THE LACK OF RESPONSIVENESS OR DELAY INCURRED ATTRIBUTABLE IN PART OR ENTIRELY BY THE ACTIONS OR OMISSIONS OF THE THIRD PARTY PROVIDER (V) ANY USE OR MISUSE OF ANY ACCOUNT BY YOU OR ANY OTHER AUTHORIZED USERS;

(VI) THE DISCLOSURE OF CONFIDENTIAL INFORMATION, INCLUDING YOUR PASSWORD AND ACCOUNT, AND ALL ACTIVITIES THAT OCCUR UNDER YOUR SUCH PASSWORD OR ACCOUNT; (VII) ANY TRANSACTION OR AGREEMENT ENTERED INTO AS A RESULT OF THE USE OF THE SOFTWARE OR ACCESS TO THE HOSTED SERVICES AND, OR ANY OTHER WEBSITE BY ANYONE; (VIII) THE SECURITY, PRIVACY, STORAGE, OR TRANSMISSION OF OTHER COMMUNICATIONS INVOLVING THE USE OF ANY ACQUISIO PRODUCTS OR ANY PART THEREOF.

18. INDEMNIFICATION

You agree to indemnify and hold harmless Acquisio, its affiliates, and their respective shareholders, directors, officers, employees, agents, representatives, suppliers, contractors successors and assigns ("Indemnitees") from and against any action, suit, proceeding, cause, claim, damage, debt, demand or liability (including, without limitation, legal fees and expenses), asserted by any third party, arising directly or indirectly out of or relating to, (i) a breach or alleged breach of any representation, warranty, covenant or agreement of this Agreement by You or any other users, including, without limitation, under Section 15 (Representations); (ii) any obligation for which You are solely responsible under the terms of this Agreement, including, without limitation, the payment by You of all charges set forth in Section 17.3; (ii) a breach of the confidentiality obligations set forth in this Agreement, (iii) Your use of any of the Acquisio Product ("Claim"). At the request of Acquisio after any such Claim, You shall, at Your sole expense defend, with counsel reasonably acceptable to Acquisio, all Claims arising out of the foregoing. No compromise or settlement of any Claim may be committed to by You or other users without Acquisio's prior written consent. Acquisio shall have the right to participate at any time in the defense, compromise and/or settlement of any proceedings with the counsel of its own choosing.

19. THIRD PARTY ITEMS

19.1 You are responsible for obtaining and maintaining all computer hardware, software and communications equipment, Internet connectivity, needed to use and access the Acquisio Website, the Software and/or Services, if any, and for paying all third party access charges (e.g., kiosk, ISP, telecommunications) incurred while using the same.

19.2 During the Subscription Term, Acquisio may give you access to or make available to You Third Party Items. Acquisio does not endorse, warrant or support any such

Third Party Items whether or not designated as “certified” or otherwise by Acquisio.

19.3 Without limiting the disclaimers and liability limitations under Sections 16 (Disclaimer of Warranty) and 17 (Limitation of Liability), You accept the exclusive and sole responsibility for the access or use of the Third Party Items, and such access and use are at Your own risks. Without limiting the foregoing, Third Party Items providers may require You pay a fee to use said Third Party Items, and such access and use of the Third Party Items may be subject to Your acceptance of additional terms and conditions which govern said Third Party Items.

20. FORCE MAJEURE

Each of the following shall be deemed to be a “Force Majeure” event: Except with regard to obligations to pay sums due for the Software and Services hereunder, an act of God, natural disaster, war, civil disturbance, action by a governmental entity, embargoes, fire, labor disputes, act of sabotage, riots, delays of carriers, disruptions due to network components or connections or hardware functions not resulting from a party's negligence or willful misconduct or any other cause beyond a party's reasonable control. To the extent that a party is unable to perform any obligation under this Agreement due to a Force Majeure event, and during the duration of such Force Majeure event, such affected party shall be relieved of the relevant obligations hereunder; provided that the affected party uses reasonable efforts to correct such failure or delay in its performance. Notwithstanding the foregoing, except with regard to obligations to pay sums due for the Software and Services hereunder, You shall have the right to terminate this Agreement immediately if any Force Majeure event prevents access to the Software or Hosted Services for longer than fifteen consecutive (15) days.

21. GOVERNING LAW AND JURISDICTION

21.1 This Agreement shall be governed by, construed and interpreted in accordance with the laws applicable in the Province of Quebec, Canada, without regard to its conflict of law provisions, and the parties irrevocably attorn to the jurisdiction of the courts of competent jurisdiction of the city of Montreal in respect of all matters and disputes arising hereunder. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods and Uniform Computer Information Transactions Act.

21.2 Notwithstanding anything to the contrary in any statute or law to the contrary, and to the fullest extent permitted by law, You agree on Your behalf and on behalf of Authorized Users that any claim or cause of action against Acquisio, its affiliates, and their respective shareholders, directors, officers, employees, agents, representatives, suppliers, contractors successors and assigns (“Claim”) arising out of or related to this Agreement, the use or access to Software or Services or any part thereof, or any alleged breach thereof, must be commenced within one (1) year of the first occurrence of the facts giving rise to such Claim or such Claim shall be forever barred. You represent and warrant that You have obtained the express consent for this time limitation from all other Authorized Users. This applies to You, the

Authorized Users and their respective successors and assigns.

22. MISCELLANEOUS

22.1 Notices

22.1.1 Except as set forth herein, any notices to be given by You under this Agreement shall be in writing, signed by You, and sent by: (i) facsimile transmission; (ii) first class certified mail, postage prepaid; (iii) overnight courier service, charges prepaid; or (iv) email, to the party to be notified, addressed to Acquisio at these addresses, or sent by facsimile or by email to the following facsimile number or email address, or such other address, facsimile number or email address as Acquisio may have substituted by notice given to You as provided below in accordance with this provision.

Acquisio

6300 Auteuil, suite 300

Brossard, QC J4Z 3P2

Attn: Legal Department

Fax: 450-465-2841

Email: client-ticket@acquisio.com

22.1.2 Notice to You

Unless otherwise provided in this Agreement, Acquisio may, at its sole option, provide You with notices, including those regarding changes to this Agreement, by email, regular mail, text message, postings on or within any of the Acquisio Websites or on or within the Hosted Services, if any.

22.2 Independent Contractors

The parties are independent companies, and neither party is an agent or legal representative of the other and neither has power of attorney to represent, act for, bind or commit the other, except as described in this Agreement. The performance of this Agreement establishes no joint venture, employment or partnership between the parties.

22.3 Publicity

22.3.1 Except as expressly permitted under this Agreement, neither party may use the name or identify the other party in any promotional or marketing materials or otherwise identify the other party as a client or provider without the express written consent of such other party.

22.3.2 Acquisio may issue a press release regarding this Agreement. Prior to the issuance of this press release, You shall be given an opportunity to review and comment on any press release mentioning Your identity.

22.4 Waiver

No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, shall constitute a waiver of that right or any other rights under this Agreement and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

22.5 Remedies

All rights, remedies and recourses set forth in this Agreement for the benefit of Acquisio (including, without limitation, in the event of termination) shall be in addition and without prejudice to all other rights, remedies and recourses available to Acquisio.

22.6 Equitable Relief

You agree that monetary damages will not be an adequate remedy if this Agreement is breached by You, including, without limitation, if any confidentiality obligations or any license granted by Acquisio or by any of its suppliers to You is breached, and will result in irreparable and continuing damage to Acquisio for which there may be no adequate remedy at law. Acquisio shall be entitled, without waiving any rights or remedies, to such injunctive or equitable relief for specific performance, and such other relief as deemed proper (including monetary damages if appropriate) without the necessity of proving actual damages and without the necessity of posting a bond.

22.7 Severability

If any provision or part of any provision of this Agreement shall be held by a Court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions or part of any provision shall remain in full force and effect, and the illegal, invalid or unenforceable provisions or part of any provision shall be replaced by legal provisions or part of a provision carrying to the extent legally permissible, the intent of the parties as to such illegal, invalid or unenforceable provision or part of a provision.

22.8 Survival

The following Sections shall survive the termination or expiration of this Agreement for any reason: Sections 4 and 5 (Fees & Payment Modalities - up to the unpaid amount), Section 5.5 (Third Party Accounts), Section 6 (Ownership), Section 7.2 (Restrictions), Section 8 (Confidentiality), Sections 9.2 and 9.3, Section 11 (Authorized User Obligations), Section 14 (Effects of Termination), Section 15 (Representations), Section 16 (Disclaimer of Warranty), Section 17 (Limitation of Liability), Section 18 (Indemnification), Section 19 (Third Party Items), Section 20 (Force Majeure), Section 21 (Governing Law and Jurisdiction), Section 22 (Miscellaneous) and any other provisions of the Agreement which expressly state that such provisions shall survive.

22.9 Amendment / Changes

Acquisio shall have the right, in its sole discretion, at any time and without notice, to add to or modify the terms of this Agreement, by updating these Terms. Your access to and use of the Software or Hosted Services after the date such amended terms are updated shall be deemed to constitute acceptance of such amended terms. You are advised to review the terms of this Agreement on a regular basis for changes.

22.10 Entire Agreement

This Agreement constitutes the complete agreement between the parties with respect to the subject matter herein and supersedes all prior or contemporaneous communications, representations, negotiations, discussions, statements and understandings, whether oral or written, between the parties concerning the subject matter herein.

22.11 Export

Your use of any Acquisio Products, or any related technical information or materials, including posting, or

uploading Your Content, software or other content via said products, may be subject to the export, re-export, import and/or use controls laws and regulations of Canada, the United States and other countries, and You agree to comply with all such applicable laws and regulations.

22.12 Assignment and Enurement

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, but You shall not assign all or any portion of its rights under this Agreement without the prior written consent of Acquisio. Your acquisition by way of the transfer of shares or assets or otherwise by a third party shall be deemed an assignment for the purposes of this Section. Any assignment in violation of this Section shall be null and void.

23. CONTACT US

If You have any question related to this Agreement, please email us at client-ticket@acquisio.com write or send Your fax at:

6300 Auteuil, suite 300

Brossard, QC J4Z 3P2

Attn: Legal Department

Fax: 450-465-2841

Email: client-ticket@acquisio.com

24. THIRD PARTY BENEFICIARY

This Agreement is entered into solely between, and may be enforced only by, You and Acquisio. This Agreement shall not be deemed to create any rights in third parties, including suppliers, subcontractors and customers of a party, or to create any obligations of a party to any such third parties. Notwithstanding the foregoing, to the extent that any Acquisio Products contains any third party software licensed to Acquisio from a third party, each such third party licensor shall be an intended third party beneficiary hereof with the right to enforce the license if so provided in the agreement between Acquisio and the third party service provider, with respect to such third party's services, with the same force and right as Acquisio.

25. RECOURSES – ATTORNEYS' FEES

Should Acquisio resort to legal proceedings in connection with this Agreement, in the event Acquisio prevails in such legal proceedings, Acquisio shall be entitled, in addition to

such other relief as may be granted, to recover its reasonable fees and costs in such legal proceedings from You, including Acquisio's attorney's fees and costs.

26. INTERPRETATION

26.1 The insertion of headings and the division of this Agreement into articles and sections are for the convenience of reference only and shall not affect the interpretation hereof.

26.2 Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.

26.3 This Agreement will be interpreted fairly in accordance with its terms and without any strict construction for or against either party, any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied.

26.4 The use of the terms "includes" and "including", and, shall be deemed not to limit what else might be included.

27. LANGUAGE

The parties confirm that it is their wish that this Agreement, as well as any other documents, communications or proceedings relating to this Agreement, including notices, schedules, appendixes, and authorizations, have been and shall be drawn up in the English language only. Les signataires confirment leur volonté que la présente convention, de même que tous les documents s'y rattachant, y compris tout avis, annexe et autorisation, soient rédigés en anglais seulement.