



Terms of service, version 1 – February 4th 2006

TOS applies to all Vioneb Solutions Technologiques inc clients.

TOS applies automatically to all Vioneb Solutions Technologiques inc clients upon subscription to the Services including subscription through a third party or any commercial partner. BY SUBSCRIBING TO VST'S SERVICES YOU ACCEPT THE POLICIES LISTED IN THIS DOCUMENT AND ACCEPT TO RESPECT THEM. The service order is described as the package description as presented on the web site or the " service order " document in case of colocation and dedicated server services.

General

Vioneb Solutions Technologiques inc., agrees to provide services described in the Service Order(s) signed by the parties("Services") to the customer subject to the following Terms of Service (TOS). Use of Vioneb Solutions Technologiques inc. services constitutes acceptance and agreement to these Terms Of Service and all attachments. Vioneb Solutions Technologiques inc. will make all reasonable efforts to provide a quality service to the Customer.

Privacy

Vioneb Solutions Technologiques inc. will use the customer's personal information only as reasonably necessary to provide contracted services and to collect fees owed and will not disclose such information to any third party except as required by law as evidenced by an order of a court of competent jurisdiction and to collection services if needed. The Customer authorizes VST to use it's name, business name and comments in marketing documents. At any time, the Customer can send a written notice to withdraw this authorization.

Bandwidth Services

Vioneb Solutions Technologiques inc. will provide to the Customer the Internet Connectivity, IP Addresses and Internet Traffic services (collectively, the "Bandwidth Services"), as specified in the Service Order.

VST Shared Hosting

The Customer agrees to use bandwidth as described in the Acceptable Usage Policy.

VST MyServerNow and VST InstantColo

The Customer agrees that bandwidth shall not exceed the number of gigabytes per month for the Services ordered by the Customer on the Service Order Form and that number of gigabytes is the sum of the incoming and outgoing data transfer for a period of 1 month. Vioneb Solutions Technologiques inc. will monitor the Customer's bandwidth usage and shall have the right to take corrective action if the Customer's bandwidth usage exceeds the Agreed Usage. Such corrective action may include the assessment of additional charges based on the per gigabyte price stated on the Service Order.

IP Addresses

Any IP Addresses allocated to the Customer by Vioneb Solutions Technologiques inc. must be maintained by the Customer in an efficient manner as deemed by ARIN and utilized at 80% within 30 days of assignment by Vioneb Solutions Technologiques inc. to the Customer. Failure to comply with this Section may result in the revocation of IP Addresses by Vioneb Solutions Technologiques inc. after five days notice to the Customer. Vioneb Solutions Technologiques inc. shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to the Customer by Vioneb Solutions Technologiques inc., and Vioneb Solutions Technologiques inc. reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion. The Customer can obtain up to 8 ip addresses for free. All ip requests must be fully justified.

Other Services

Upon request by the Customer, Vioneb Solutions Technologiques inc. may at its option, provide the Customer with technical and non-technical support, such as equipment reboots, troubleshooting, DNS and other support, in connection with the Customer's use of the Customer Space and Bandwidth Services. The Customer agrees to pay the hourly rate of 125\$CAD for those other services.

Installation, removal, replacement, maintenance and access to equipments

VST Shared Hosting and VST MyServerNow

Vioneb Solutions Technologiques is the owner of the equipment used by the customer and grants a licence to

use this equipment. The Customer has no rights on the equipment. Physical access to the equipment by the Customer is strictly prohibited.

VST InstantColo

Visioneb Solutions Technologiques inc. grants to the Customer, as of the Effective Date, the right to operate, install, remove, replace and maintain a specific physical server hardware located in one of Visioneb Solutions Technologiques inc.'s datacenters and described in the Service Order. The Customer must install the hardware in the space identified on the service order and reserved for its usage. The Customer will be responsible for the delivery of the Equipment. The Customer represents and warrants that it either owns all Equipment or has all necessary rights to locate the Equipment in the Premises. During the Term of this Agreement, the Customer will immediately notify Visioneb Solutions Technologiques inc. of any space, power or other requirements associated with the installation or operation of the Equipment. Visioneb Solutions Technologiques inc. will have no duty to monitor, maintain or care for the Equipment. Upon termination or expiration of the Term of this Agreement, unless prohibited by Visioneb Solutions Technologiques inc. as permitted by this Agreement, the Customer will remove the Equipment from the Premises. Unless the Parties otherwise agree in writing, in the event the Equipment has not been removed within 5 days following the termination or expiration, Visioneb Solutions Technologiques inc. will have the right to remove, relocate, or otherwise store the Equipment at the Customer's expense without liability to the Customer.

VST InstantColo - Individual server space

The Customer will be responsible for the delivery of the Equipment. VST is responsible of the initial installation of the equipment in the individual server space. Access to the equipment is authorized on business hours upon previous notification from the Customer and accompanied by an VST staff member. Emergency access can be arranged outside business hours, the Customer will pay for emergency access requests in accordance to the emergency hourly rate in effect.

VST InstantColo - Private space

The Customer will be responsible for the delivery and installation of the Equipment in the private space. Upon request, the Customer can get 24/7 access to the private space. Visioneb Solutions Technologiques inc. reserves the right to approve of the Customer's technicians and other contractors and to require identification, fingerprints and photos of each individual who have access to the Premises. The Customer will cause its employees, agents, contractors or invitees who have access to the Premises to conform to all Visioneb Solutions Technologiques inc. terms, rules and regulations (as amended by Visioneb Solutions Technologiques inc. from time to time). Except with Visioneb Solutions Technologiques inc.'s prior written approval and subject to the terms of this Agreement, the Customer may only remove Equipment upon reasonable prior written notice to Visioneb Solutions Technologiques inc. and during business days between 8:00 a.m. and 5:00 p.m. The Customer will only install or place Equipment in the Customer Space.

Immediate Threats

If, in the determination of Visioneb Solutions Technologiques inc., acting reasonably, the Equipment, software or hosted applications used by the customer or the activities of the customer poses an immediate threat to the physical integrity of the Premises or the physical integrity or performance of the equipment or network of Visioneb Solutions Technologiques inc. or any other user of the Premises, or poses an immediate threat to the safety of any person, then Visioneb Solutions Technologiques inc. may perform such work and take such other actions that it may consider necessary without prior notice to the Customer and without liability for damage to the Equipment or Data for any interruption of the Customer's (or its customers') businesses. As soon as practicable after performing such work, Visioneb Solutions Technologiques inc. will advise, by email, the Customer of the work performed or the action taken.

Relocation

The Customer will, upon email request from Visioneb Solutions Technologiques inc.'s, relocate the Equipment, server or web site to other space offered by Visioneb Solutions Technologiques inc. within 30 days of such request.

Insurance

Under no circumstances will Visioneb Solutions Technologiques inc. be obligated to provide insurance coverage for any Equipment or data owned by the customer and hosted in the Premises.

If the Customer is in default

If the Customer is in default of any of its obligations under this Agreement, then Visioneb Solutions Technologiques inc. may in its sole discretion do any or all of the following: (i) without notice suspend access to the Customer Space or the Premises, (ii) if the Customer's default is non-payment of any sums due to Visioneb Solutions Technologiques inc., exercise all the rights and remedies of a secured party under applicable law including, without limitation, with the minimum notice (if any) required by law, Visioneb Solutions Technologiques inc. may seize the Equipment and sell the Equipment to third parties in satisfaction of any Customer indebtedness owing to Visioneb Solutions Technologiques inc. as well as any costs (including reasonable legal fees) incurred by Visioneb Solutions Technologiques inc. in exercising any remedy under this Agreement.

Billing and termination

Invoices are sent by email, upon request a copy can be sent by mail. First Month's Payment shown in the Service Order must be paid by the Customer to Visioneb Solutions Technologiques inc. before commencement of the Term. All other invoices must be paid by the Customer within 15 days from the date of Visioneb Solutions Technologiques inc.'s invoices, which invoices will be issued 15 days before the end of the last paid period.

Payments

The Customer will pay Visioneb Solutions Technologiques inc. the One-Time Install Fees and Recurring Monthly Fees specified in the Service Order, as well as any charges for Other Services the Customer will pay all applicable taxes levied against or upon the services stipulated in the Service Order (as amended by the parties from time to time) or otherwise provided by Visioneb Solutions Technologiques inc. under this Agreement. All One-Time Install Fees will be payable in advance. Recurring Monthly Fees will be payable in advance upon the Customer's chosen payment period. All other fees and the cost will be payable monthly and payment due on the renewal date. Except for the First Month's Payment shown in the Service Order, which must be paid by the Customer to Visioneb Solutions Technologiques inc. before commencement of the Term, all amounts will be payable in American or Canadian dollars within 15 days from the date of Visioneb Solutions Technologiques inc.'s invoices, which invoices will be issued 15 days before the end of the last paid period. The Customer will pay by pre-authorized payment to a Customer credit card, or by cheque of immediately available funds remitted to Visioneb Solutions Technologiques inc. Service interrupted for nonpayment is subject to a \$50 reconnect charge. Accounts that are not paid 45 days after due date may be turned over to an outside collection agency for collection. If your account is turned over for collection, you agree to pay the company a Collection Fee. If you desire to cancel your account, please follow the proper procedure to do this as outlined in this TOS. A 10\$CA renewal fee will apply to all renewals. The renewal fee will be waived if the Customer choose to pay by Credit card or preauthorized payment. Any payment not made when due will be subject to interest of two percent (2%) per month compounded monthly (equivalent to a yearly interest rate of 26.86%). Bounced checks are subject to a penalty fees of \$20CA.

Late payment

Service will be interrupted on past due accounts after a 48 hours notification. Service interrupted for nonpayment is subject to a \$25 reconnect charge. Accounts that are not collectable by Visioneb Solutions Technologies inc inc. may be turned over to an outside collection agency for collection. If your account is turned over for collection, you agree to pay the company a "Processing and Collection" Fee. If you desire to cancel your account, please follow the proper procedure to do this as outlined in this TOS.

Changes

Upon 30 days or greater written notice prior to the end of the initial commitment, Visioneb Solutions Technologiques inc. may change any fees payable under this Agreement.

Term and termination

The term of this Agreement shall begin upon the date the server is installed and made available to the customer and shall be for the period stated in the commitment section of the Service Order. If no commitment is stated, the term will be of 1 month. Agreement is renewed for successive 1 month after initial commitment until terminated by either Party. After initial commitment stated on the service order, either party may terminate this Agreement (i) for convenience on 30 days written notice to the other party, or (ii) if the other party (x) commits a material default (which, in the case of the Customer, will include any failure to make any payment when due) and fails to rectify such default within 10 days after being given notice of such default by the other party, or (y) becomes the subject of any voluntary proceedings under any bankruptcy or insolvency laws, or becomes the subject of any involuntary proceedings under any bankruptcy or insolvency laws which are not dismissed or withdrawn within 60 days after filing.

Cancellation requests must be made in writing with the customer's signature with at least 30 days notice and sent to : Visioneb Solutions Technologiques inc, 42 Chevalier, St-Basile-Le-Grand (Québec), Canada, J3N 1K7.

Payment obligation

Upon account activation, VST reserves space, equipment and resources for the customer's needs. The Customer must pay its account even if he is not making any use of it.

Credit Authorization

The Customer hereby authorizes Visioneb Solutions Technologiques inc. and gives consent to Visioneb Solutions Technologiques inc. under applicable privacy laws for Visioneb Solutions Technologiques inc. to obtain credit information and bank and other financial references regarding the Customer for the purposes of assessing the Customer's credit worthiness, and the Customer will promptly execute and deliver to Visioneb Solutions Technologiques inc. such further documents and assurances and take such further actions as Visioneb Solutions

Technologies inc. may from time to time reasonably request in order to carry out the intent and purpose of this Section.

Guaranteed satisfaction

The Customer has 30 days following the account's activation date to resiliate his subscription with complete reimbursement of the monthly fees paid. Exclusions, terms and conditions of the guarantee are posted in the Service Guarantees section of our web site.

Guaranteed network availability

Visioneb Solutions Technologies inc. will provide 99.9% transit to the Internet to all the customers who have purchased said service from Visioneb Solutions Technologies inc. Exclusions, terms and conditions of the guarantee are posted in the Service Guarantees section of our web site.

Guaranteed electrical power

VST guarantees the electrical power supply of its datacenter to 100% for all the customers subscribed to a solution which includes an electrical supply port or an amp circuit. Exclusions, terms and conditions of the guarantee are posted in the Service Guarantees section of our web site.

Guaranteed hardware replacement

This guarantee is only applicable to VST MyServerNow customers. At any time, dysfunctional dedicated server hardware will be replaced within four hours. Exclusions, terms and conditions of the guarantee are posted in the Service Guarantees section of our web site.

Other warranties

Visioneb Solutions Technologies warrants that the Service(s) shall be provided in a workmanlike and professional manner. Upon Visioneb Solutions Technologies's breach of the foregoing warranty or any of the above-referenced "guarantees", the Customer's sole and exclusive remedy shall be to require Visioneb Solutions Technologies inc. to exercise commercially reasonable efforts to repair or replace the nonconforming Service(s); provided, however, that, with respect to any Service(s) which are interrupted or rendered inoperable due solely to Visioneb Solutions Technologies's breach of the foregoing warranties or the above guarantees, for any time period, the Customer shall also be entitled to a pro-rata refund of any Fees attributable to the interrupted or inoperable Service(s) in an amount determined by 1 day of refund for each 60 minutes interruption. Refunded amount on account of failures in any one month should not at any time exceed the monthly fee paid by the customer for that month.

Visioneb Solutions Technologies inc. will not be liable to any extent whatsoever for interruption, restriction, inoperability or malfunction of any Service(s) which is not caused solely by a breach of the warranties set forth in this Section. Visioneb Solutions Technologies expressly reserves the right to suspend, interfere with, impair or terminate Service(s) as necessary for purposes of maintenance, upgrades or repair (either by Visioneb Solutions Technologies or by any supplier, partner or independent contractor of Visioneb Solutions Technologies.) or in the event of any circumstance which Visioneb Solutions Technologies inc., in its sole discretion, deems necessary or desirable to prevent or remedy an impairment of, or harm to, the integrity or functionality of any Service(s) or any plant, services or facilities of any Indemnitees or of any third party, and neither the exercise nor the non-exercise of the foregoing rights or discretion shall constitute a breach of any provision of this Agreement.

EXCEPT AS SET FORTH IN THIS SECTION AND THE ABOVE GUARANTEES VISIONEB SOLUTIONS TECHNOLOGIQUES INC. MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONTRACTUAL OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF UNINTERRUPTED OR ERROR-FREE OPERATION AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICE(S) OR ANY ASPECT THEREOF, AND ALL WARRANTIES WITH RESPECT THERETO ARE HEREBY EXPRESSLY DISCLAIMED.

Limitation of Liability

THE CUSTOMER ACKNOWLEDGES THAT VISIONEB SOLUTIONS TECHNOLOGIQUES INC. PERMITS OTHER CUSTOMERS TO INSTALL THEIR SOFTWARE AND EQUIPMENT IN THE PREMISES. VISIONEB SOLUTIONS TECHNOLOGIQUES INC. WILL HAVE NO LIABILITY FOR ANY DAMAGES, COSTS, OR LOSSES INCURRED BY THE CUSTOMER (OR ITS customerS) CAUSED BY SUCH OTHER LICENSEES' ACTS, EQUIPMENT, SOFTWARES, ACTIVITIES OR FAILURES TO ACT. THE LIMIT OF VISIONEB SOLUTIONS TECHNOLOGIQUES INC.'S LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR BY STATUTE OR OTHERWISE TO THE CUSTOMER (OR ITS customerS) CONCERNING PERFORMANCE OR NON-PERFORMANCE IN ANY MANNER RELATED TO THIS AGREEMENT, FOR ANY AND ALL CLAIMS WILL NOT, IN THE AGGREGATE, EXCEED THE TOTAL FEES PAID BY THE CUSTOMER TO VISIONEB SOLUTIONS TECHNOLOGIQUES INC. UNDER THIS AGREEMENT IN THE IMMEDIATELY PRECEDING 3 MONTHS FROM THE DATE THE CLAIM AROSE. IN NO EVENT WILL VISIONEB SOLUTIONS TECHNOLOGIQUES INC. BE LIABLE FOR ANY LOST PROFITS, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL

OR PUNITIVE DAMAGES.

Force Majeure

Neither party will be liable for any delay, interruption or failure in the performance of its obligations if caused by acts of God, war, declared or undeclared, fire, flood, storm, slide, earthquake, or other similar event beyond the control of the party affected ("Force Majeure"). If any Force Majeure occurs, the party claiming the Force Majeure will promptly notify the other. The party claiming the Force Majeure will use commercially reasonable efforts to eliminate or remedy the Force Majeure. This Section will not apply to excuse a failure to make any payment when due.

Backup copies

VST Shared Hosting

Visioneb Solutions Technologiques inc. will make all possible efforts to provide a backup mechanism and keep complete backup copies of all shared hosting solutions. However, the customer must keep a personal backup copy of its software, sites, databases and all hosted content. Visioneb Solutions Technologiques should not be held responsible of any loss of data or data corruption.

VST MyServerNow and VST InstantColo

Visioneb Solutions Technologiques inc. can, upon request, activate a minimal (1GB) free backup service for colocation and dedicated server customers. The Customers purchasing management packages can also ask VST to activate their backup service. Backup Service is provided without any guarantee and only activated upon request. The Customer using VST's backup services must make sure he receives the daily backup report and that the report is reflecting the desired backup configuration. The Customer must keep a personal backup copy of its softwares, sites, databases and all hosted content. Visioneb Solutions Technologiques should not be held responsible of any loss of data or data corruption.

Reselling

The Customer in the normal course of its business may resell to its customers use (subject to all the terms of this Agreement) of the Customer Space, Resources and Bandwidth Services provided by Visioneb Solutions Technologiques inc. to the Customer pursuant to this Agreement, except that the Customer will not allow such customers to interconnect with other users in the Premises Any act or omission of any such customer that would be a breach of this Agreement if committed by the Customer will be deemed a breach of this Agreement by the Customer. The Customer agrees to defend, indemnify and hold harmless Visioneb Solutions Technologiques inc., and its officers, directors and employees (collectively, the "Indemnities"), from any and all liabilities, costs and expenses, including reasonable legal fees, related to or arising from (i) any act or omission of any such the customer that would be a breach of this Agreement if committed by the Customer, and (ii) any claim by any such customer arising from use of the Premises, services provided by Visioneb Solutions Technologiques inc. under this Agreement or otherwise from performance or non-performance by a party in any manner related to this Agreement.

Responsibility for Content

The customer is solely responsible for the content stored on and served by his servers.

Entire agreement.

This Agreement including the attachments hereto and any Service Orders signed by the parties constitute the entire agreement between the parties regarding the subject matter hereof and supersede all proposals and prior discussions and writings between the parties with respect thereto. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, VISIONEB SOLUTIONS TECHNOLOGIQUES INC. MAKES NO REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ALL IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR TITLE OR NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. In case of any dispute or inconsistency this main agreement, any attachments, and/or any Service Order, the Service Order will take first priority, this main agreement will take second priority and the attachment will take third priority in interpreting the parties' rights and obligations.

Severability and Reformation

If any portion of this Agreement is determined to be or becomes unenforceable or illegal, such portion will be reformed to the minimum extent necessary in order for this Agreement to remain in effect in accordance with its terms as modified by such reformation.

Choice of Law and Attornment

This Agreement shall be construed in all respects in accordance with the laws of the province of Quebec, Canada jurisdiction de Montréal applicable to contracts enforceable in that province. Without regard to its conflicts of law

provisions. The parties hereby irrevocably and unconditionally attorn to the non-exclusive jurisdiction of the courts of the jurisdiction where the Premises are located, and all courts competent to hear appeals therefrom.

Complaints

Complaints or TOS & AUP violations must be reported to abuse@vsioneb.ca or by mail at : Visioneb Solutions Technologiques inc inc, 42 Chevalier, St-Basile-Le-Grand (Québec), Canada, J3N 1K7.

Changes and rights

Visioneb Solutions Technologiques inc. may vary these rules and regulations from time to time in its sole discretion, and the Customer will comply with all other reasonable security requirements that Visioneb Solutions Technologiques inc. may impose from time to time, provided that the Customer has been given 30 days notice.

By signing up for the Visioneb Solutions Technologiques inc's services on the Internet, or by using any other means of subscription including subscription via a third party, a sales representative of commercialization partner, the customer understand and accept the terms of service.

Visioneb Solutions Technologiques inc. can require a signed copy of this document.

I accept the terms of service :

Customer : _____
Title : _____
Company name : _____
Signature : _____
Date : ____ / ____ / _____

Visioneb Solutions Technologiques inc inc.

Authorized by : _____
Title : _____
Signature : _____
Date : ____ / ____ / _____