

Tel: (780) 669-2000 • Fax: (780) 473-7263 • [www.netknow.ca](http://www.netknow.ca) • [sales@netknow.ca](mailto:sales@netknow.ca)

## NETKNOW, Inc. DEDICATED SERVER AGREEMENT

THIS AGREEMENT, dated \_\_\_\_\_ is between NETKNOW, Inc. and ("Client") identified on page 10 of this document.

- A. WHEREAS, NetKnow, Inc. provides dedicated server[s];
- B. WHEREAS, Client desires NetKnow, Inc. to provide dedicated server[s];
- C. WHEREAS, Client agrees to Acceptable Usage Policy located on [www.netknow.ca](http://www.netknow.ca)

NOW THEREFORE, the parties agree as follows:

### NetKnow, Inc. SERVICE LEVEL AGREEMENT

This NetKnow, Inc. Service Level Agreement ("SLA") applies to all dedicated servers.

#### 1. Definitions.

##### 1.1 SERVICE SUPPORT

("Standard Network Based Security") is defined as the overall core network security that NetKnow, Inc. provided every customer. This security is provided on the network level and includes secure router configurations, frequent network scans, and overall knowledge of maintaining a secure network. This service does not imply any server based security, firewalls, DDOS/Attack protection on the server level, or Anti-Virus based protection.

("Hard/Soft Manual Reboots in 10 Minutes or less") is defined as your request being processed in 10 minutes or less for server reboot requests. The NetKnow, Inc. Support team prefers the soft/hard reboot system as it preserves overall integrity of hardware and operating systems. The 10 minute turnaround time is defined as the time you place the request until the power or reboot command is issued. **In some cases additional time is required by operating system software to perform necessary functions on the server.** Best effort is made to make server reboots as quick as possible. Please note, in the case of an fsck process, reboot may take longer.

("Technical Support") is defined as having direct access to our technical support team. Support is provided via telephone, and e-mail. All support provided is free of charge pending the server task that is being requested takes less than 15 Minutes. All billable tasks performed require prior approval from client with proper authentication.

("No monitoring/recovery included") is defined as NetKnow, Inc. not providing the monitoring of uptime or failed services. In the event of a server failure customer will initiate contact with NetKnow, Inc. and provide the procedure to perform. Recovery of server may be billable and is dependant on the nature of the procedure that takes place.

("Self Maintained root/administrator access to server") is defined as you maintaining root/administrator access on the server. It is not required on SERVICE SUPPORT that you maintain or allow access to your server.

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**1.1.1 Co-Location Services ("Co-Location Services")** is defined as servers that are property of the Clients while rackspace, bandwidth, and Ethernet ports are rented from NetKnow, Inc. on a monthly basis. All services performed on the server come without warranty or guarantee. Client is responsible for supplying replacement parts, hot swappable hardware, and all required software media. All services performed on the co-located servers are subject to a \$60.00 an hour labour fee, which must be approved by the customer in question before said services are provided. Co-Location Clients that utilize NetKnow, Inc. have an option to participate in **SUPPORT LEVEL Management Services**, as detailed above. This is subject to the approval of a NetKnow, Inc. System Administrator and will incur an additional monthly fee.

**1.2. NetKnow, Inc. Network ("NetKnow, Inc. Network")** is defined as the equipment, software, and facilities within the NetKnow, Inc. network segment, including NetKnow, Inc. contracted ISP services to which the NetKnow, Inc. network segment is connected and collectively utilized by NetKnow, Inc. to provide dedicated and co-location services.

**1.3. Service Availability ("Service Availability")** is the total time in a calendar month that the NetKnow, Inc. is available through the Internet, provided that Client has established connectivity. NetKnow, Inc. takes responsibility for the Service Availability within its immediate network segment, and cannot be held liable for problems directly related to an upstream bandwidth provider. The NetKnow, Inc. Network will be available to clients free of Network Outages for 99.9% of the time.

**1.4. Service Downtime ("Service Downtime")** is any unplanned interruption in Service Availability during which the Client is unable to access the services as described in preceding section 1.3, provided the interruption is determined to have been caused by a problem in the immediate NetKnow, Inc. network segment as confirmed by NetKnow, Inc.. Service Downtime is measured as the total length of time of the unplanned interruption in Service Availability during a calendar month. NetKnow, Inc. provides direct support and expertise in any software it directly provides, while any unplanned outages due to third-party software failure are the direct responsibility of the software publisher and not of NetKnow, Inc..

**1.5. Scheduled Service Downtime ("Scheduled Service Downtime")** is any NetKnow, Inc. interruption of Services. Scheduled Service Downtime occurs during a NetKnow, Inc. standard server maintenance window, which occurs in conjunction with a 24 hour notice to the Client via electronic communication. Said downtime is coordinated with the Client to the best of NetKnow, Inc. abilities as to align the window of maintenance with the Client's explicit wishes.

**1.6 Billable System Administration ("Billable System Administration")** is operation, configuration, performance tuning, security configurations, and any interaction with the operating system or software installed on the server in question that is not already provided within the service plan of the server in question. Support provided to the client that requires NetKnow, Inc. to login to the server can normally be considered Billable System Administration. Fees for said services are billed out at a \$60.00 minimum charge with hourly rates of \$100.

## **2. Service Exclusions.**

**2.1. This SLA does not cover Service Downtime caused by problems in the following:**

**2.1.1.** Client's local area network.

**2.1.2.** Client-provided Internet connectivity or end-user software.

**2.1.3.** Entities inside Client's internal network including, but not limited to, firewall configuration and bandwidth shaping, local area workstations, or other servers, equipment, and software that have a potential bearing on the local networking environment.

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### **3. Service Downtime Exclusions.**

3.1. The following are excluded from the monthly calculation of Service Availability:

3.1.1. Any utilized Scheduled Service Downtime.

3.1.2. Any problems beyond the immediate NetKnow, Inc. network segment.

3.1.3. Any interruptions, delays or failures caused by Client or Client's employees, agents, or subcontractors, such as, but not limited to, the following:

3.1.3.1. Inaccurate configuration.

3.1.3.2. Non-compliant use of any software installed on the server.

3.1.3.3. Client initiated server over-utilization.

3.1.3.4. Any problems related to attacks on the machine such as hacking, bandwidth-based attacks of any nature, and service or operating system exploits.

4. **Billable System Administration** which is defined in section 1.6 includes the following.

4.0.1 System Administration of the client's server.

4.0.2 Software installations performed by NetKnow, Inc..

4.0.3 Virus and Security Scans of the server.

4.0.4 Configuration of the operating system, services provided on the server, and custom software installed on the server.

4.0.5 Security auditing and resource management of the server.

4.0.6 Patches, upgrades, and service pack installations.

### **5. Server Hardware for Dedicated Servers.**

5.01 Hardware is defined as the Processor(s), RAM, hard disk(s), motherboard, NIC card and other related hardware included under the server lease. This guarantee excludes the time required to rebuild a RAID array.

5.02 Restoration is defined as returning the server to its original configuration, as per the date the server first went live on the network. If hardware failure causes corrupted operating system, data files, or damaged service configurations, NetKnow, Inc. will restore the system to original state.

5.03 NetKnow, Inc. is not responsible for the restoration of data to server. If hardware failure is experienced and subsequent data loss occurs, client is ultimately responsible for data restoration. NetKnow, Inc. shall not be liable for loss of data under any circumstance.

5.04 NetKnow, Inc. does not take responsibility for the overall security of servers. If servers are compromised in any way, NetKnow, Inc. reserves the right to immediately audit the server. Our medium to upper-tier dedicated service plans receive monthly security auditing as part of the overall Personal System Administrator's program but security is the responsibility of the client. NetKnow, Inc. reserves the right to cancel service if servers are compromised via the implementation of weak password schemes or via other blatant disregard to simple security measures. A fee of \$100 per hour will be incurred in respect to any security related work performed due to any such server being compromised.

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## **6.0 Terms of Service**

NetKnow, Inc. agrees to furnish services to the client, subject to the following TOS (Terms of Service).

Use of NetKnow, Inc. Service constitutes acceptance and agreement to NetKnow, Inc. AUP, NetKnow, Inc. TOS (Terms of Service) as well as NetKnow, Inc. (Service Level Agreement).

All provisions of this contract are subject to the TOS (Terms of Service) of NetKnow, Inc., AUP (Acceptable Use Policy) and NetKnow, Inc. (Service Level Agreement). The AUP may be changed from time to time at the discretion of the NetKnow, Inc.. Client understands that change to the AUP by the NetKnow, Inc. shall not be grounds for early contract termination or non-payment.

This Agreement shall be construed in all respects in accordance with the laws of the province of Alberta, Canada applicable to contracts enforceable in that state. Venue will be Edmonton, Alberta, Canada.

**7.0 Disclosure to Law Enforcement:** The AUP specifically prohibits the use of our service for illegal activities. Therefore, Client agrees that the NetKnow, Inc. may disclose any and all Client information including assigned IP numbers, account history, account use, etc. to any law enforcement agent who makes a written request without further consent or notification to the Client. In addition NetKnow, Inc. shall have the right to terminate all service set forth in this Agreement.

**8.0 Service Rates:** Client acknowledges that the nature of the service furnished and the initial rates and charges have been communicated to Client. Client is aware that the NetKnow, Inc. may prospectively change the specified rates and charges from time to time.

**9.0 Payment:** Establishment of this service is dependent upon receipt by the NetKnow, Inc. of payment of stated charges. Subsequent payments are due on a reoccurring date that coincides with the date of signup. Client agrees to pay NetKnow \$200 (Two Hundred Dollars) per month plus applicable taxes. This agreement is valid from <start date> to <end date>. The client will pay NetKnow, Inc. first month and last month of service.

**10.0 Payments and Fees:** Credit cards that are declined for any reason are subject to a \$40.00 declination fee. Service will be interrupted on accounts that reach **5 days past due**. Service interrupted for nonpayment is subject to a \$50 reconnect charge. Accounts that are not collectable by NetKnow, Inc. will be turned over to an outside collection agency for collection. If your account is turned over for collection, you agree to pay the NetKnow, Inc. a "Processing and Collection" Fee of not less than \$50 nor more than \$150. If you desire to cancel your account, please follow the proper procedure to do this as outlined in this TOS.

**11.0 Refund and Disputes:** All payments after the initial 30 days of service to NetKnow, Inc. are nonrefundable. This includes the one time configuration fee and subsequent charges regardless of usage. All overcharges or billing disputes **must be** reported within 60 days of the time the dispute occurred. If you dispute a charge to your credit card issuer that, in NetKnow, Inc. sole discretion is a valid charge under the provisions of the TOS and/or AUP, you agree to pay NetKnow, Inc. an "Administrative Fee" of not less than \$50 and not more than \$150.

**12.0 Failure to Pay:** The NetKnow, Inc. may temporarily deny service or terminate this Agreement upon the failure of Client to pay charges when due. Such termination or denial will not relieve Client of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.

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**13.0 Account Cancellation:** All requests for canceling accounts must be made in writing with at least 3 business days notice but not more than 5 business days prior written notice and sent to

*NetKnow, Inc. Attn: Cancellations*  
3328 – 138 ave Edmonton AB T5Y 1M4

or you may fax the cancellation request to 780-473-7263. You must have all account information to cancel which should include IP Address of Server, Hostname, Administrator Password(root).

Client acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of the NetKnow, Inc. and that damages resulting from any interruption of service are difficult to ascertain. Therefore, Client agrees that the NetKnow, Inc. shall not be liable for any damages arising from such causes beyond the direct and exclusive control of the NetKnow, Inc.. Client further acknowledges that the NetKnow, Inc.'s liability for its own negligence may not in any event exceed an amount equivalent to charges payable by Client for services during the period damages occurred. In no event shall the NetKnow, Inc. be liable for any special or consequential damages, loss or injury.

**14.0 Support Boundaries:** NetKnow, Inc., provides technical support to our Clients. We limit our technical support to our area of expertise. The following is our guidelines when providing support: NetKnow, Inc. provides support related to your server or functioning.

**NetKnow, Inc. will implement as agreed with Client the configuration for a BSD Server running Domain Name Services, E-mail Services, FTP Services, OpenSSL, PostgreSQL Databases, Apache Web Server with PERL / PHP with graphics manipulation and PDF support turned on and set up virtual Hosting Services. Webmin/ Virtualmin / Usermin Control Panel will be supplied.**

**NetKnow, Inc. does not offer tech support for application specific issues such as Cold Fusion, ASP, .NET , Microsoft SQL or any other programming/database application. NetKnow, Inc. does not provide technical support for YOUR Clients.**

**NetKnow, Inc. will provide best effort support for applications but does not warrant bug fixes or advanced problem resolution of these products. Escalation of such issues the companies that have programmed the software are subject to the standard \$100.00 per hour rate which includes the total amount of time spent. Resolution of bugs and advanced support issues is dependant upon the developers of the software.**

Any request of technical support warrants the possibility of being charge a system administration fee if the request related to Operating System functionality, software application functionality, or Control Panel functionality. **If a staff member of NetKnow, Inc. is required to login to your server for over 15 minutes and provide support, system administration fees can be applied to your account.**

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**15.0 SPAM and Unsolicited Commercial Email (UCE):** NetKnow, Inc. takes a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or SPAM over our network. Very simply this means that Clients of NetKnow, Inc. may not use or permit others to use our network to transact in UCE. Clients of NetKnow, Inc. may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. Violations of this policy carry severe penalties, including termination of service.

Violation of NetKnow, Inc. SPAM policy will result in severe penalties. Upon notification of an alleged violation of our SPAM policy, NetKnow, Inc. will initiate an immediate investigation (within 48 hours of notification). During the investigation, NetKnow, Inc. may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our SPAM policy, NetKnow, Inc. may, at its sole discretion, restrict, suspend or terminate customer's account. Further, NetKnow, Inc. reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. NetKnow, Inc. will notify law enforcement officials if the violation is believed to be a criminal offense.

First violations of this policy will result in an "Administrative Fee" of \$250 and your account will be reviewed for possible immediate termination. A second violation will result in an "Administrative Fee" of \$500 and immediate termination of your account. Users who violate this policy agree that in addition to these "Administrative" penalties, they will pay "Research Fees" not to exceed \$175 per hour that NetKnow, Inc. personnel must spend to investigate the matter. PLEASE, DO NOT SPAM from your account.

As our Clients are ultimately responsible for the actions of their clients over the NetKnow, Inc. network, it is advisable that Clients develop a similar, or stricter, policy for their clients.

#### **16.0 Network**

**IP Address Ownership:** If NetKnow, Inc. assigns Customer an Internet Protocol address for Customer's use, the right to use that Internet Protocol address shall belong only to NetKnow, Inc., and Customer shall have no right to use that Internet Protocol address except as permitted by NetKnow, Inc. in its sole discretion in connection with the Services, during the term of this Agreement. NetKnow, Inc. shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to Customer by NetKnow, Inc., and NetKnow, Inc. reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion. Our allocation of IP addresses is limited by ARIN's new policies. These new policies state that use of IP addresses for IP based virtual hosts will not be accepted as justification for new IP addresses. What this means to you is that you MUST use name-based hosting where possible. We will periodically review IP address usage, and if we find that clients are using IP addresses where name-based hosting could be used, we will revoke authorization to use those IP addresses that could be used with name-based hosting.

#### **17.0 Bandwidth Usage**

Customer agrees that bandwidth that exceeds the given rate on a monthly basis will pay an "overage" as detailed on the NetKnow, Inc. website. NetKnow, Inc. shall have the right to take corrective action if Customer's bandwidth is excessive and interrupts service for other customers. Such corrective action may include the assessment of additional charges, disconnection or discontinuance of any and all Services, or termination of this Agreement, which actions may be taken is in NetKnow, Inc. sole and absolute discretion. If NetKnow, Inc. takes any corrective action under this section, Customer shall not be entitled to a refund of any fees paid in advance prior to such action. In the event that a customer exceeds the included allocation, NetKnow, Inc. may, at its sole discretion, collect a deposit, in an amount determined by NetKnow, Inc., against customer's credit card on file with NetKnow, Inc..



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### **18.0 System and Network Security**

Users are prohibited from violating or attempting to violate the security of the NetKnow, Inc. Network. Violations of system or network security may result in civil or criminal liability. NetKnow, Inc. will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations. These violations include, without limitation:

Accessing data not intended for such User or logging into a server or account, which such User is not authorized to access.

Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.

Attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing".

Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.

Taking any action in order to obtain services to which such User is not entitled.

Addition of IP addresses that have not been specifically assigned to the server.

Notification of Violation: NetKnow, Inc. is under no duty to look at each customer's or user's activities to determine if a violation of the AUP has occurred, nor do we assume any responsibility through our AUP to monitor or police Internet-related activities.

**18.1 First violation:** Any User, which NetKnow, Inc. determines to have violated any element of this Acceptable Use Policy, shall receive an email, warning them of the violation. The service may be subject at NetKnow, Inc. discretion to a temporary suspension pending a User's agreement in writing, to refrain from any further violations.

**18.2 Second Violation:** Users that NetKnow, Inc. determines to have committed a second violation of any element of this Acceptable Use Policy shall be subject to immediate suspension or termination of service without further notice.

We reserve the right, to drop the section of IP space involved in Spam or Denial-of-Service complaints if it is clear that the offending activity is causing great harm to parties on the Internet. In particular, if open relays are on your network or a customer's network, or if denial of service attacks are originating from your network. In certain rare cases, we may have to do this before attempting to contact you. If we do this, we will contact you as soon as is feasible.

**18.3 Suspension of Service or Cancellation:** NetKnow, Inc. reserves the right to suspend network access to any customer if in the judgment of the NetKnow, Inc. network administrators the customer's server is the source or target of the violation of any of the other terms of the AUP or for any other reason which NetKnow, Inc. chooses. If inappropriate activity is detected, all accounts of the Customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The customer will not be credited for the time the customer's machines were suspended.

NetKnow, Inc. reserves the right to amend its policies at any time. All Sub-Networks, resellers and managed servers of NetKnow, Inc. must adhere to the above policies. Failure to follow any term or condition will be grounds for immediate Cancellation. You will be held responsible for the actions of your clients in the matter described on these Terms and conditions. Therefore, it is in your best interest to implement a similar or stricter Terms and conditions or otherwise called Acceptable Terms of use policy.

**19.0 Indemnification:** NetKnow, Inc. wishes to emphasize that in agreeing to the NetKnow, Inc. Acceptable Use Policy (AUP) and Terms of Service (TOS), customer indemnifies NetKnow, Inc. for any violation of the Acceptable

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Use Policy (AUP) and Terms of Service (TOS) that results in loss to NetKnow, Inc. or the bringing of any claim against NetKnow, Inc. by any third-party. This means that if NetKnow, Inc. is sued because of a customer's or a customer of a customer's activity, the customer will pay any damages awarded against NetKnow, Inc., plus all costs and lawyer's fees.

**20.0 Miscellaneous Provisions:** You must provide us with, and keep current, good contact information for you. E-mail, fax, and telephone contacts are used, in that order of preference. This should be maintained at <https://secure.n12k.ab.ca> . Notifications utilizing you're your contact information will be used via this system.

A waiver by the NetKnow, Inc. of any breach of any provision of this Agreement by Client shall not operate as or be construed as a continuing or subsequent waiver thereof or as a waiver of any breach of any other provision thereof.

Client shall not transfer or assign this Agreement without the prior written consent of the NetKnow, Inc.. NetKnow, Inc. may assign Agreement at anytime without consent from or notice to Client. NetKnow, Inc. reserves right to cancel Clients rights under this contract at anytime without further obligation.

NetKnow, Inc. takes no responsibility for any material input by others and not posted to the NetKnow, Inc. Network by NetKnow, Inc.. NetKnow, Inc. is not responsible for the content of any other websites linked to the NetKnow, Inc. Network; links are provided as Internet navigation tools only. NetKnow, Inc. disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person or party's violation of this policy.

NetKnow, Inc. is not responsible for any damages your business may suffer. NetKnow, Inc. does not make implied or written warranties for any of our services. NetKnow, Inc. denies any warranty or merchantability for a specific purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by NetKnow, Inc..

Responsibility for Content: You, as NetKnow, Inc. customer, are solely responsible for the content stored on and served by your NetKnow, Inc. server.



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## WARRANTIES

NetKnow, Inc. has the right to enter into this Agreement and to grant the rights granted in it.

NetKnow, Inc. shall, in good faith, comply with the terms of this Agreement.

The goods and services provided by NetKnow, Inc. are provided "AS IS", WITHOUT WARRANTY OF ANY KIND TO CLIENT OR ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF: 1) MERCHANTABILITY; 2) FITNESS FOR A PARTICULAR PURPOSE; 3) EFFORT TO ACHIEVE PURPOSE; 4) QUALITY; 5) NON-INFRINGEMENT; 6) QUIET ENJOYMENT; AND 8) TITLE.

CLIENT AGREES THAT ANY EFFORTS BY NETKNOW, INC. TO MODIFY ITS GOODS OR SERVICES SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS, AND THAT ANY NETKNOW, INC. WARRANTIES SHALL NOT BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. CLIENT FURTHER AGREES THAT NETKNOW, INC. SHALL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF NETKNOW, INC. WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WAS GROSSLY NEGLIGENT. MODIFICATIONS MADE TO CLIENT'S WEB SITE BY CLIENT OR ANY THIRD PARTY VOIDS ANY REMAINING EXPRESS OR IMPLIED WARRANTIES. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, and, as such, some portion of the above limitation may not apply to Client. In such jurisdictions, NetKnow, Inc. liability is limited to the greatest extent permitted by law.

The parties expressly recognize that NetKnow, Inc. does not operate, control or endorse any information, products or services on the Internet, and that any entities that do offer such information, products or services are not affiliated with NetKnow, Inc.. NetKnow, Inc. does not make any express or implied warranties, representations or endorsements TO CLIENT OR ANY THIRD PARTY whatsoever with regard to any information, products or services provided through NETKNOW, INC. AND OBTAINED OR CONTRACTED OVER the Internet, including, without limitation, warranties of: 1) MERCHANTABILITY; 2) FITNESS FOR A PARTICULAR PURPOSE; 3) EFFORT TO ACHIEVE PURPOSE; 4) QUALITY; 5) ACCURACY; 6) NON-INFRINGEMENT; 7) QUIET ENJOYMENT; AND 8) TITLE. NetKnow, Inc. shall not be liable to CLIENT OR ANY THIRD PARTY for any cost or damage arising either directly or indirectly from any transaction involving third parties' information, products or services. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, and, as such, some portion of the above limitation may not apply to Client. In such jurisdictions, NetKnow, Inc. liability is limited to the greatest extent permitted by law.

The parties expressly recognize that NetKnow, Inc. cannot and does not guarantee or warrant that files available for downloading through NetKnow, Inc. will be free of infection, viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties. Client agrees that it shall be solely responsible for implementing sufficient procedures to satisfy Client's particular requirements for accuracy of data input and output, and for maintaining a means external to NetKnow, Inc. for the reconstruction of any lost data. The parties also expressly recognize that the Internet contains unedited materials, some of which are unlawful, indecent, or offensive to Client, and access to such materials by Client is done at Client's sole risk.

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**ENTIRE AGREEMENT**

This Agreement and all attachments or Exhibits supersede any and all other agreements, either oral or in writing, between the parties with respect to the matters stated herein, and this Agreement contains all of the covenants and agreements between the parties with respect thereto. This Agreement may be amended or modified only in writing, and shall be effective only after affixation of both parties' signatures.

**Termination.** EXCEPT AS PERMITTED BY THE AGREEMENT, IF YOU TERMINATE YOUR TERM SERVICE PLAN BEFORE THE END OF THE TERM, OR IF WE TERMINATE SERVICES FOR VIOLATIONS OF THIS CONTRACT BEFORE THE END OF THE TERM, YOU WILL BE REQUIRED TO PAY THE EARLY TERMINATION FEE of 50% of the remaining contract. After the expiration of the term, the Terms relating to Non-Term Service Plans apply.

**Termination. Non-Term Service Plan.** If you are on a Non-Term Service Plan, you may terminate Services at any time by giving us notice.

**Final Information**

**EXHIBITS**

Client agrees that the order placed online is accurate that all services requested from NetKnow, Inc. are contained within this agreement. This can be retrieved via <https://secure.nl2k.ab.ca> or will be included. \_\_

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the Client (authorized signature):

\_\_\_\_\_ Date \_\_\_\_\_

On behalf of NetKnow, Inc. (authorized signature)

\_\_\_\_\_ Date \_\_\_\_\_