

END-USER LICENCE AGREEMENT

between

Bell Canada, a corporation incorporated under the laws of Canada, having its registered office at 1050 Beaver Hall Hill, Montreal, Québec, H2Z 1S4 together with its subcontractors and third party licensors, providers and/or suppliers ("**Bell**", "**us**", "**we**" or "**our**")

and

You, the Customer ("You")

IMPORTANT: READ THIS END-USER LICENSE AGREEMENT ("**EULA**") CAREFULLY AS IT CONTAINS IMPORTANT LEGAL INFORMATION.

BY CLICKING AN "ENTER", "I AGREE" OR "I ACCEPT" OR ANY OTHER SIMILAR ICON OR BUTTON WHEN PROMPTED TO DO SO AT THE TIME OF USING, ACCESSING, INSTALLING, DOWNLOADING OR COPYING THE SOFTWARE AND/OR ANY END USER SERVICES, OR BY ACTUALLY SIMPLY USING, ACCESSING, INSTALLING, DOWNLOADING, COPYING OR OTHERWISE USING THE SOFTWARE (AS DEFINED BELOW) OR ANY END USER SERVICES, YOU SHALL BE DEEMED TO HAVE IRREVOCABLY AGREED TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS EULA. YOU AGREE THAT YOUR USE OF THE SOFTWARE AND/OR END USER SERVICES IS FURTHER LIMITED BY THE TERMS AND CONDITIONS OF THE BELL CANADA UNREGULATED TERMS OF SERVICE – VOICE AND INTERNET (BUSINESS SERVICES) YOU HAVE ENTERED INTO WITH, BELL AND APPLICABLE SERVICE SCHEDULES ("**BELL UTOS**"). **YOU ACKNOWLEDGE AND AGREE THAT BELL'S SUBCONTRACTORS, THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, AS DISTRIBUTORS OF THE SOFTWARE, ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS AGREEMENT WITH A RIGHT TO ENFORCE THIS EULA, INCLUDING THE DISCLAIMER AND LIMITATIONS OF LIABILITY PROVISIONS.** IF YOU ARE AN INDIVIDUAL WORKING FOR A COMPANY, YOU REPRESENT AND WARRANT THAT YOU HAVE ALL NECESSARY AUTHORITY TO BIND YOUR COMPANY TO THE TERMS AND CONDITIONS OF THIS EULA.

You must agree to these terms and conditions of this EULA ("**Terms of Use**") to use the Components (as defined below). If you do not agree to the Terms of Use, you are not granted any rights whatsoever in the Components or any right to receive the Services (as defined below).

If you are not willing to be bound by these Terms of Use, you should not click "ENTER" :I AGREE" or "I ACCEPT" and you must return or destroy all copies of the Software (as defined below) promptly for appropriate credit.

This EULA sets out the terms and conditions under which Bell will provide to you the data storage services specified and described in the Bell UTOS, the schedules attached thereto and on the bell.ca website ("**Services**" or "**Service**"). **Bell may deliver the Services to you by an agent, subcontractor, a third party licensor, provider or supplier, and all such persons are included in the defined term "Bell" as used in the EULA.** The terms and conditions on the following pages, and any operating rules, policies, or other supplemental documents expressly incorporated herein by reference and published from time to time by Bell are an

integral part of this EULA. By accepting this EULA, you have executed and agree to be bound by this EULA as of the effective date of the Bell UTOS.

1. Our Services

(a) General. Other services that may be introduced by us, and that you agree to use, will be considered a Service and will be subject to this EULA. For purposes of this EULA, the term "**Components**" shall mean software ("Software", whether preinstalled, on a medium, or offered by download), data protection, backup or other services, websites, and all other software, features, tools, documentation, websites and services provided by Bell. Some of the Services require the installation of certain equipment, software or related documentation on your computers. If required for use of the Services, we will advise you and you will install the Components on your computers. By using or registering for a Component, you agree to the Terms of Use and the applicable privacy policies. You agree to accept notices electronically and by other reasonably delivery methods. Each time you use a Component, you reaffirm your acceptance of the then-current Terms of Use. If you do not wish to be bound by these Terms of Use, you may discontinue using the Components. You cannot use or sign up for Components until you have accepted these Terms of Use.

(b) Software. If you install Software on your computers, Bell hereby grants to you, either directly as a sub-license or indirectly through a third party supplier, subject to this EULA, a non-exclusive, non-transferable license ("**License**") to use an object code copy of the computer programs comprising the Software so installed during the term of this EULA. The Software is owned by a third party supplier of Bell and is copyrighted and licensed, not sold. You may only use Software on the computers on which it was installed and registered with us, and shall use the Software only for the purposes of using the Services for your own data and your own internal business purposes. If you acquire the Software as a program upgrade, after you install the upgrade you may not use the Software from which you upgraded or transfer it to another party. Title to and ownership of all rights in and to the Software, including copyright and all other intellectual property rights, will at all times remain with us or our licensors. You acquire no right to use the Software except in accordance with the terms of this EULA.

(c) Support. So long as you have paid the applicable fees payable under the Bell UTOS when due, we agree to: (i) deliver to you all new releases, corrections, enhancements and improvements to the Software as the same are released by us to our customers generally as part of maintenance services; and (ii) you may use our customer support services for reasonable assistance in identifying and resolving problems with the use of the Services. Support does not include, and you will pay additional amounts for Software, services or options sold separately by us and for any services related to calls from you where the problem proves to be a problem not attributable to the Services or the Components.

2. Modifications

(a) Changes to the EULA. We may change some or all of the EULA and the Services we offer from time to time in our sole discretion without liability to you. If and when we make a material change to any of the foregoing, we will advise you by posting the change on bell.ca, sending notice via a message on your monthly invoice, in writing, or any other notice method likely to come to your attention. Any such change will become effective no less than 30 days after such notice is given. If you disagree with such change, your sole recourse will be to terminate the Services in accordance with Section 12. Your continued access to and use of the Services after the change has come into effect constitutes your acceptance of the change and you expressly agree that (a) you will be deemed to have accepted the change, with no additional written

agreement or express acknowledgement required; and (b) you will continue to be responsible for all of your obligations under this EULA.

(b) Changes to the Services. We may add, modify or discontinue any aspect of the Services (such as, but not limited to, upgrades of equipment, software and communication protocols used to provide the Services) in our sole discretion. However, we will not eliminate or reduce any material function or feature of the Services without prior notice to you in accordance with Section 2(a).

3. Use of the Services

(a) General Conditions of Services. The provision of Services is conditional upon your acceptance of and agreement to be bound by this EULA, your submission of true, complete and accurate Registration Information (as defined in Section 4(b)) and the performance of your obligations as set out in this EULA, including but not limited to the specific responsibilities identified in Section 3(d) and responsibilities identified in the Bell UTOS. We reserve the right to limit, restrict or decline any application or offer to use the Services in our sole discretion.

(b) Your Computer. You are responsible for all hardware, software and services that are necessary for you to access and use the Services (“**Your Systems**”) other than the Components. This includes, for example, your computers, their operating systems and Internet connectivity or other networking services for which you may be required to pay fees to a third party. We are not responsible for any of the foregoing. We reserve the right to modify the Services in accordance with Section 2(b) to add new features, implement new technologies or for other reasons and as a result, you may be required to replace or upgrade some or all of Your Systems from time to time in order to continue using the Services. All replacements or upgrades to Your Systems are your sole responsibility.

(c) Account Administrator. You agree that the individual identified on your account during the ordering process (“**Account Administrator**”) is and will continue to be at all times fully authorized by you to act on your behalf. Bell will be entitled to rely on all communications, instructions and notices received from Account Administrator as valid and binding upon you. Without limiting the generality of the foregoing, you agree that Account Administrator may do any of the following on your behalf: (i) provide instructions and receive notices and/or communications in respect of the Services; (ii) communicate and/or approve all additions, deletions and modifications to the Services; (iii) read, retrieve, delete, transmit and otherwise access the information, materials and records that you may transmit to us through the Services (“**Your Data**”) as stored using the Services; and (iv) provide updated or modified Registration Information. You (if you are an individual), your Account Administrator or any of your officers who have authority to execute binding contracts for you (if you are a legal entity) may designate another individual as your Account Administrator by giving us 15 days’ prior written notice. You acknowledge that we can continue to rely on the authority of the current Account Administrator during such 15-day period. You understand and acknowledge that access to Your Data and restrictions on such access will be under your control. You acknowledge that you are responsible for monitoring the storage capacity you use through the Services and it is your responsibility to advise us in advance and in writing or through a new order of any increases in capacity that you may require.

(d) Cooperation and Assistance. You shall: (i) properly configure Your Systems in accordance with the technical and other specifications provided to you by us prior to installation of the Components; (ii) provide reasonable access to and technical assistance with Your Systems to install and configure the Components and Services; (iii) provide further information regarding

the configuration of Your Systems as may be reasonably required by us to provide customer support for your use of the Components and the Services; (iv) notify us in advance and in writing of all material changes to Your Systems (including but not limited to Registration Information (as defined in Section 4(b)) from time to time and specifically as part of any customer support request; and (iv) provide all other cooperation and assistance set forth in this EULA in respect of the Services. You acknowledge that the installation and configuration of the Components and the Services may require certain components of Your System, including but not limited to server computers, to be offline during such installation. Failure to provide reasonable assistance in accordance with the foregoing may result in additional time, materials and expenses incurred by us. You shall pay all additional fees and expenses resulting from such failure upon written notification to you that such assistance has not been provided by you.

(e) Your Data. You hereby grant us and our agents, licensors, subcontractors, third party providers and suppliers a royalty-free, non-exclusive license to use, store, copy and transmit Your Data for the sole purpose of providing Services to you in accordance with the Bell UTOS and this EULA. Except as explicitly set forth in this EULA, we do not assume any responsibility or obligation for Your Data including, but not limited to, any obligation to review or monitor Your Data. If we receive an order from a court, governmental or regulatory authority to disclose Your Data, if not prohibited from doing so, we will notify you of such order. In such event, we reserve the right to disclose Your Data, provided our disclosure is limited to the extent required to comply with such order.

(f) Conduct and Prohibited Activities. You shall comply with all applicable laws, rules and regulations in your activities related to the use, storage and retrieval of Your Data through the Services. You shall not, nor shall you allow, encourage, promote or advise others to, directly or indirectly: (i) other than for backup purposes, copy, download or otherwise save to any storage device or fix in any medium, any software (including the Software), information or other materials created, developed or licensed by us ("**Our Materials**") excluding, for greater certainty, Your Data; (ii) sell, resell, reproduce, publicly display, perform, distribute, create derivative works, decompile, reverse engineer, modify or attempt to modify Our Materials in any way, or otherwise use Our Materials for any public purpose; (iii) transfer or disclose Our Materials to any other person without our prior written consent; (iv) use the Services in any manner that could damage, disable, overburden or impair the Services; (v) interfere with the security of, or otherwise abuse, the Services, system resources, accounts, servers or networks connected to or accessible through the Services; (vi) disrupt or interfere with any other person's use or enjoyment of the Services; (vii) transmit through the Services: (A) any virus, trojan horse, worm, backdoor, shutdown mechanism or any similar software, code or program which is intended to, is likely to or has the effect of disabling, denying access to, damaging or destroying, corrupting or affecting the normal use of the Services or any data, software or equipment used in conjunction with the Services; (B) any material that is or is reasonably likely to be construed as deceptive, fraudulent, libelous, defamatory, threatening, intimidating, abusive, harassing, violent, degrading, obscene, pornographic, profane, harmful or injurious to individuals, tortious or that may otherwise result in criminal, regulatory or civil liability; (C) any material that is or is reasonably likely to contravene any applicable law; or (D) any material that infringes or violates any agreement, intellectual property rights including copyright, trade-secret, patent, or trademark rights, moral rights, publicity rights, privacy rights, fiduciary obligations or other rights of a third party (collectively, "**Third Party Rights**"); (viii) use or attempt to use another individual's account, password, service, system or other information or create or use a false identity, impersonate any person or otherwise misrepresent your identity; (ix) attempt to obtain unauthorized access to the Services or portions of the Services which you are restricted from accessing; or (x) use the Services for any unlawful purpose or in any unlawful manner, or in any

manner which is otherwise contrary to or violates any applicable laws, rules, regulations and professional codes or the rights of any third party.

4. Representations and Warranties

(a) We warrant that we are authorized to grant the License to you and to provide you the Services. Our provision of the Services will be in accordance with the Service Levels set out in Schedule "A" and will exclude unavailability or service failures relating to: (a) scheduled maintenance, upgrades and system service time; (b) any unavailability caused directly or indirectly by your acts or omissions or resulting from Your Systems; (c) your failure to provide timely and accurate Registration Information (as defined in Section 4(b)) or updates thereto; and (d) events set forth in Section 10. THE FOREGOING WARRANTIES ARE IN LIEU OF, AND BELL SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS ANY AND ALL OTHER, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, SATISFACTORY QUALITY AND NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. BELL OFFERS NO OTHER ASSURANCES, GUARANTEES OR WARRANTIES THAT: (I) THE SERVICES WILL MEET YOUR REQUIREMENTS (INCLUDING BUT NOT LIMITED TO ANY DETERMINATION THAT THE STORAGE CAPACITY LIMITS YOU SELECT ARE SUFFICIENT OR APPROPRIATE FOR YOU); (II) ALL FILES ON YOUR SYSTEMS WILL BE BACKED UP OR THE SERVICES WILL BE ERROR-FREE OR PROVIDED ON AN UNINTERRUPTED OR CONTINUOUS BASIS; (III) ALL DEFICIENCIES IN THE SERVICES CAN BE FOUND OR CORRECTED. BELL IS NOT OBLIGATED TO REVIEW THE COMPLETENESS, ACCURACY OR ANY OTHER ASPECT OF ANY INFORMATION PROVIDED OR PROCESSED THROUGH THE SITE OR THE SERVICES, INCLUDING YOUR DATA.

(b) You hereby represent, warrant and covenant to us that: (i) you are and will be free to enter into, and to fully perform your obligations under this EULA and the Bell UTOS and that no agreement or understanding with any other person exists or will exist which would interfere with such obligations; (ii) this EULA constitutes a legal, valid and binding obligation upon you, enforceable against you in accordance with its terms and conditions; (iii) there is no outstanding litigation, arbitration or other dispute to which you are a party which if decided unfavourably to you could have a material adverse effect on your ability to perform your obligations under this EULA; (iv) the usage, storage and transmission of Your Data through the Services does not and will not infringe or violate any Third Party Rights; (v) you have obtained and will obtain all necessary rights and consents to use, store, copy and transmit Your Data including all personal information contained herein using our Services and to grant us the license to use Your Data as set forth in Section 3(e) above; and (vi) you have provided or will provide to us true, accurate, complete and current information about yourself and Your Systems including information contained in any web-based registration and account management process or customer engagement document ("**Registration Information**") and will update Registration Information to ensure that it is at all times true, accurate, complete and current. Any personal information you submit will be subject to our client privacy policy. You agree that we may take reasonable steps (including, but not limited to any steps required by applicable laws) to confirm your identity and all related Registration Information.

5. Intellectual Property

(a) You acknowledge that Bell or third parties own all right, title and interest in and to the Components, portions thereof, or software or content provided through or in conjunction with the Software or Services, including without limitation all intellectual property rights. Nothing in this EULA transfers to you or, except as set out expressly herein, licenses to you any right to use Our Materials. Except for the license granted in this EULA, all rights in and to the Components are reserved, and no implied licenses are granted by Bell.

(b) The Components and their structure, organization, source code, and documentation contain valuable trade secrets of Bell and accordingly you shall not (and shall not allow third parties to) (i) sublicense, lease, rent, loan, transfer, or distribute the Software and/or Services or any derivative thereof to any third party; (ii) modify, adapt, translate, or prepare derivative works from the Software and/or Services; (iii) decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Software and/or Services; (iv) extract portions of the Software's files for use in other applications; or (v) remove, obscure, or alter Bell's or any third party's trademarks or copyright or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Software and/or Services.

(c) Certain third party code may be provided with the Software. The third party license terms accompanying such code, and not the terms of this Section, will govern your use of such code.

6. Confidentiality

(a) Bell Property. The Software and the configuration and methodology of the Services provided to you constitute confidential information belonging to Bell. You shall use at least reasonable commercial efforts to protect the confidentiality of, and prevent the unauthorized disclosure of, any of Bell's confidential information, which comes into your possession. Confidential information does not include information which is generally known or available to the public. You shall use your best efforts to prevent your employees, licensors, agents, subcontractors, third party providers or suppliers from using or disclosing such confidential information belonging to Bell to any unauthorized party or for any unauthorized use.

(b) Identification Codes and Passwords. You will be issued an identification code ("**ID Code**") and password ("**Password**") to access the Services and Your Data. You must treat your ID Code and Password as confidential. Confidential treatment includes, but is not limited to: (i) not disclosing your ID Code or Password to anyone else; and (ii) not using your ID Code or Password for any unauthorized purpose. Only one individual may use each ID Code and Password. You are responsible for all use of the Services under your ID Code and Password and any additional ID Codes and Passwords that you request including any fees incurred with us using such ID Codes and Passwords. If the confidentiality of any ID Code or Password is compromised, you must inform us as promptly as possible. We are entitled to rely upon all instructions received by us using each ID Code and Password as authentic, valid and fully authorized instructions. Bell is not responsible for unauthorized or improper use of any ID Code or Password and does not assume any responsibility or obligation to monitor or review the use of any ID Code or Password, other than logging the usage of each ID Code to access the Services for billing purposes. In addition, upon registration for the Services, you will create an encryption key ("**Key**") to protect your data. All data that is stored by the Services is encrypted using your Key. You are responsible for maintaining, protecting, and securely storing a record of your Key. If any of the Services are reinstalled on your computer or on another computer, you will require the Key to be able to access and view your data. If you lose your ID Code, Password or Key, you may not be able to access your data, and Bell is not responsible for any inability to retrieve your data.

7. Indemnity

You agree to defend, indemnify and hold us, our affiliates and agents (and the officers, directors and employees thereof) harmless from and against any and all claims, actions or demands, including, but not limited to, reasonable legal and accounting fees, resulting from or related to: (i) your acts and omissions or your breaches of this EULA; or (ii) loss or damage suffered by any third person related to the Services, Your Data, or unauthorized use of your ID Code and/or Passwords.

8. Disclaimers

(a) BELL SHALL NOT BE LIABLE AND ASSUMES NO RESPONSIBILITY FOR ANY LOSS OR DAMAGES ARISING FROM OR IN CONNECTION WITH: (I) ANYTHING RELATED TO YOUR SYSTEMS (INCLUDING, BUT NOT LIMITED TO, YOUR FAILURE TO SECURE AND SAFEGUARD YOUR SYSTEMS, ID CODES OR PASSWORDS); (II) ANY ACCESS, INABILITY TO ACCESS, FAULT OR FAILURE OF THE SERVICES CAUSED DIRECTLY OR INDIRECTLY BY YOUR SYSTEMS OR ANY THIRD PARTY SERVICE, SERVICE PROVIDER, NETWORK, INFORMATION, USER OR COMPUTING RESOURCE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT, LOSS, CORRUPTION OR DESTRUCTION OF YOUR DATA (INCLUDING BUT NOT LIMITED TO ERRORS IN OR FAILURES OF THE MEDIA OR STORAGE DEVICES USED TO STORE YOUR DATA); (IV) ANY USAGE OF STORAGE CAPACITY IN EXCESS OF THE STORAGE CAPACITY YOU HAVE REQUESTED AND ANY FAILURE OR ERROR IN THE SERVICES RESULTING THEREFROM; OR (V) ANY OTHER ACT OR OMISSION OF ANY THIRD PARTY.

(b) THIRD PARTY SUPPLIER WILL USE REASONABLE EFFORT TO SAFEGUARD YOUR DATA IN ACCORDANCE WITH STANDARDS USED FOR ITS OTHER CUSTOMERS GENERALLY. HOWEVER, NO SECURITY MEASURE IS OR CAN OFFER ABSOLUTE PROTECTION. CONSEQUENTLY, WE CANNOT REPRESENT OR WARRANT THAT YOUR DATA WILL BE SECURE AT ALL TIMES.

9. Limitations of Liability

(a) BELL SHALL NOT BE LIABLE FOR ANY (A) DAMAGES, CLAIMS, LOSSES, INJURIES, TAXES, EXPENSES OR COSTS ("**DAMAGES**") ARISING OUT OF ANY ERRORS, UNAVAILABILITY OR INTERRUPTIONS IN CONNECTION WITH THE SERVICES OR ANY ACTUAL OR MISSED INSTALLATION APPOINTMENTS; AND/OR (B) INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND OR FOR ANY REASON WHATSOEVER.

(b) SUBJECT TO ANY OTHER LIMITATION OR EXCLUSION OF LIABILITY CONTAINED IN THIS AGREEMENT, BELL'S CUMULATIVE LIABILITY TO YOU FOR ALL SERVICES PROVIDED HEREUNDER FOR DAMAGES, INCLUDING DAMAGES ARISING FROM BELL'S NEGLIGENCE, BREACH OF CONTRACT, TORT OR OTHER CAUSES OF ACTION, INCLUDING FUNDAMENTAL BREACH, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AGGREGATE MONTHLY FEES (LESS ALL DISCOUNTS, INCENTIVES, PROMOTIONS, CREDITS) PAYABLE BY YOU UNDER THE BELL UTOS FOR THE SERVICES DURING THE 1 MONTH PERIOD BEFORE THE EVENT GIVING RISE TO THE DAMAGES, LESS AMOUNTS PAID (IF ANY) FOR PREVIOUS CLAIMS FOR THE SERVICES. BELL SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY CONTENT, APPLICATIONS OR SERVICES PROVIDED TO YOU BY A THIRD PARTY FOR USE WITH THE SERVICES EVEN IF BELL IS BILLING AND COLLECTING FEES ON BEHALF OF SUCH A THIRD PARTY.

(c) Without limiting the generality of the foregoing, Bell is not liable for (i) any act or omissions of a telecommunications carrier whose facilities are used in establishing connections to points which Bell does not directly serve; (ii) defamation, trademark, copyright, or any intellectual property right infringement arising from material transmitted or received over Bell's facilities or claims based on a contention that the use of equipment through your account infringes the intellectual property rights of a third party; or (iii) infringement of any intellectual property right arising from combining or using non-Bell equipment and facilities with the Services.

10. Force Majeure

If the performance by either party of any obligation under this EULA, except for any obligation of payment, is prevented, restricted, or interfered with, by reason of (an act of "**Force Majeure**"): fire, flood, earthquake, explosion or other casualty or accident or act of God; strikes or labour disputes; inability to procure or obtain delivery of parts, supplies, power, telecommunication services, equipment or software from suppliers, war or other violence; any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental authority; or any other act or condition whatsoever beyond the reasonable control of the performing party, that party will be excused from such performance to the extent of such prevention, restriction or interference.

11. Enforcement

You acknowledge and agree that irreparable injury may result to us if you breach any of the provisions in this EULA and that damages may be an inadequate remedy in respect of such breach. You hereby agree in advance that, in the event of such breach, we will be entitled, in addition to such other remedies, damages and relief as may be available at law or in equity, to the granting of interlocutory and final injunctive relief.

12. Term, Termination, Suspension and Limited Access

(a) Term. The term of this EULA will commence upon the effective date of the Bell UTOS and will continue during the term for the Services set out in the Bell UTOS ("**Term**"), unless terminated in accordance with this Section 12.

(b) Termination by Us. We may terminate the provision of the Services in accordance with the termination provisions in the Bell UTOS specific to the Services. This will effectively terminate this EULA as of the last date such Services are provided to you.

(c) Termination by You. You may contact Bell to terminate the Services as outlined in the Bell UTOS, which will effectively terminate this EULA. Termination is effective 30 days from the day you contact Bell ("**Termination Date**"). As a result of your termination of the Services, you will be subject to (i) the Termination Charge, as that term is defined in the Bell UTOS; and (ii) all other results of termination by you as found in Section 9 of the Bell UTOS.

(d) Results of Termination. Upon termination: (i) all outstanding fees payable by you under the Bell UTOS will be immediately due and payable; (ii) you will immediately cease use of the Software and shall return it to us together with all related documentation and copies thereof within 5 days of the Termination Date; (iii) you will no longer be permitted to access the Services or any data (including any of Your Data) stored through the use of the Services following termination. **We will purge and erase all online copies of Your Data 30 days after the Termination Date. Bell may retain offline archival copies of Your Data for a period not to exceed 6 months from the Termination Date or, in the event of any dispute relating to this EULA, for a period of 6 months from the final resolution thereof, after which all copies of Your Data in our possession or control will be erased or destroyed. You must transfer**

your data to an alternative service provider or to an alternative server prior to the Termination Date. Following erasure, all data will be lost and will be unable to be restored.

(e) Suspension of Access. In addition to the suspension rights found in within the Bell UTOS, we may immediately suspend your access to the Services or terminate this EULA if we reasonably believe that an ID Code or Password is being used, or Your Data is being accessed, modified or transmitted fraudulently or without proper authorization; (ii) the continued provision of Services to you may result in harm or injury to a third party; (iii) that the continued provision of the Services to you would violate any law, regulation, governmental order or the rights of a third party; (iv) if Bell receives an order to discontinue the provision of Services to you from a court, governmental or regulatory authority; (v) if the continued provision of Services to you prevents or materially interferes with use of the Services by any other client; or (vi) if you materially or repeatedly abuse the Services. If Bell terminates the Services pursuant to any suspension provisions, Bell will purge and erase all online copies of your data 30 days after the Termination Date.

(f) Survival of Certain Obligations. The termination of this EULA will not release either party from any obligation or liability accrued until such termination. The parties agree that Sections 3(c), 3(f), 5, 6, 7(a), 8, 9, 12(e), 13(b) and 14 will survive the termination of this EULA.

13. Legal Proceedings and Arbitration

(a) Time for Proceedings. Any legal proceeding arising from or in connection with this EULA, must be brought within 1 year after the event which is the subject of the proceeding has occurred.

(b) Arbitration. To the extent permitted by applicable law and unless otherwise agreed, all disputes and claims (pursuant to statute, regulation, contract or in tort or otherwise), present and future, pertaining to the EULA, the Services or Bell's advertising, marketing, or sale or provision of the Services shall be determined by final and binding arbitration by a single arbitrator to the exclusion of the courts in the province or territory of your billing address as provided to Bell, and in accordance with (i) Bell's arbitration policy located at bell.ca/ArbitrationPolicy, as it may be amended by Bell from time to time; and (ii) the applicable arbitration legislation in effect in the province or territory of your Canadian billing address as provided to Bell. If the billing address you have provided to Bell is outside of Canada, the arbitration shall take place in Ontario in accordance with the arbitration legislation in effect in that province.

14. Choice of Law

Bell is a federally regulated undertaking. Therefore, subject to Section 13, the EULA, including all matters related to its validity, construction, performance and enforcement, is governed by the applicable federal laws and regulations of Canada, and only those provincial laws and regulations applicable to Bell in the province in which your designated billing address as provided is located. The Agreement is subject to amendment, modification or termination if required by such laws or regulations. Please note that your rights might vary by province.

15. General

(a) Further Assurances. You and we will from time to time execute and deliver all such further documents and instruments and do all acts and things as may reasonably be required to effectively carry out or better evidence or perfect the full intent and meaning of this EULA.

(b) Severability. If any provision of this EULA is unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this EULA, as the case may be, and will not affect the validity of any remaining provisions. If the application of any provision in this EULA to any person or any particular set of circumstances is held to be invalid or unenforceable to any extent, its application to other persons or other circumstances where it would not be invalid or unenforceable will not be affected.

(c) Assignment. This EULA and the License may be assigned by us in our sole discretion. This EULA and the License may not be assigned by you without our prior written consent. The Software may not be assigned or transferred by you as security or otherwise or leased, rented or transferred or transmitted in any way, and no sublicenses may be granted hereunder by you without our prior written consent. This EULA will enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties. Notwithstanding the foregoing, you will be entitled to assign this EULA in its entirety without our consent to a purchaser of all or substantially all of your assets provided: (i) the purchaser does not offer or market any service competitive with our services; (ii) you give us 30 days' advance written notice of the assignment; and (iii) the purchaser agrees in writing with us to assume and comply with this EULA.

(d) Waivers. No waiver of any breach of any term or provision of this EULA is effective or binding unless made in writing and signed by us and, unless otherwise provided, is limited to the specific breach waived.

(e) Headings. The headings in this EULA are for convenience of reference only and do not affect the construction or interpretation of this EULA.

(f) Notices. Any demand, notice or other communication to be given to you in connection with this EULA will be given by mail, by fax or by email at the addresses or numbers which you have provided to us. Any demand, notice or other communication given to you will be conclusively deemed to have been given on the business day following delivery by us, and in the case of email notices, notice shall be deemed to be effective as of the business day the email is sent from our computer system. Any demand, notice or other communication to be given to us will be given in writing by mail to the following address:

BELL CANADA, a company incorporated under the laws of Canada, having its registered office at 1050 Beaver Hall Hill, Montréal, Québec, H2Z 1S4 ("**Bell**")

SCHEDULE A

1. Storage Services and Service Levels

(a) Online Backup Service

i. Service Description

Bell will remotely back-up or do incremental back-ups of data selected by Customer for backup in accordance with the parameter settings selected by you ("**Customer Data Management Policy**"), using the Software. Unless otherwise agreed upon, the Service options shall be set for you based on Bell's default or standard process and settings which may change from time-to-time at Bell's sole discretion.

ii. Service Levels

Bell will use commercially reasonable efforts to backup (or incrementally back-up) files selected by you for backup in accordance with the Customer Data Management Policy once during each calendar day ("**Service Levels**"). We will not be responsible for any failure to backup or make incremental backups of any files as a result of (a) scheduled maintenance; (b) any event caused by the acts or omission of Customer or Your Systems; (c) your failure to advise Bell of material or relevant changes to your infrastructure (i.e. installation or upgrade of software and/or hardware); (d) any failure to backup or retain any backups beyond the time period and/or versions set out in the Customer Data Management Policy; (e) failures of public telecommunications systems including the Internet; or (f) Force Majeure as defined in the EULA.

(b) Specific Customer Responsibilities

It is important to ensure that you do not edit, modify, delete, remove, move, write-protect or otherwise alter in any way any of the system files. **WARNING:** Editing, modifying, deleting, removing, write-protecting or otherwise altering the system files may result in loss of data. Bell is not providing consulting services to you related to your data management practices or policies. You are solely responsible for establishing such policies and procedures. You acknowledge and agree that Bell is not providing a disaster recovery solution hereunder. If you have excluded or failed to select any files or data for your backups, this data will not be available for retrieval. You are responsible for all aspects of Your Systems including without limitation the repair or replacement of your hardware, operating systems, applications, drivers, configurations and other components of Your System used to access, use and store data.