

HOSTING AGREEMENT

1. Definitions.

1.1 "Customer" means the persons, entity or agents and authorized representatives accepting this agreement.

1.2 "Content" means all text, pictures, sound, graphics, video, links, and other data stored by Customer on Blue Ocean Interactive Marketing Inc server computers.

1.3 "Website" means pages presenting the Content stored by Customer on Blue Ocean Interactive Marketing Inc server computers.

1.4 "User" means users of Customer's Website.

1.5 "User Content" means all text, pictures, sound, graphics, video, links, and other data stored by Users on Blue Ocean Interactive Marketing Inc server computers.

1.6 "Confidential Information" means information that Customer takes reasonable steps to maintain in confidence and identifies in writing to Blue Ocean Interactive Marketing Inc as confidential.

2. Web Hosting.

2.1 - Hosting.

Blue Ocean Interactive Marketing Inc will provide dedicated or shared server computers, as specified in Appendix A, with an Internet address for storage and access of Content, User Content, and the Website. The Website, Content, and User Content must be "server-ready." Blue Ocean Interactive Marketing Inc will provide bandwidth and storage as specified in Appendix A. If Customer requires additional bandwidth or storage, Blue Ocean Interactive Marketing Inc will negotiate in good faith to amend this Agreement unless Blue Ocean Interactive Marketing Inc server computers cannot accommodate the requested bandwidth or storage.

2.2 - Website Backup.

Blue Ocean Interactive Marketing Inc will back up the Website in a commercially reasonable manner. However, Blue Ocean Interactive Marketing Inc is not responsible for lost content or lost user content.

Website backups will be stored by Blue Ocean Interactive Marketing Inc for at least 60 days before they may be purged. Blue Ocean Interactive Marketing Inc will provide, at Customer's expense, an electronic copy of the backup Website to Customer upon written request by Customer. Backups are intended for disaster recovery, not the restoration of individual files. The Customer via the control panel may archive their own website backups at their own leisure.

2.3 - Server Logs.

As requested by Customer, Blue Ocean Interactive Marketing Inc will deliver to Customer in electronic form the Server Log of Website activity. Customer will be entitled to one month of log storage free of charge. Blue Ocean Interactive Marketing Inc may, at its option, charge a fee to Customer for additional space required to store oversized logs.

2.4 - Standards.

Blue Ocean Interactive Marketing Inc services will conform to the following:

2.4.1 - Availability of Website.

Blue Ocean Interactive Marketing Inc will provide hosting services for the Website that meet reasonable commercial standards for, among other matters, packet loss, accessibility, latency, availability, and throughput.

2.4.2 - Security.

Blue Ocean Interactive Marketing Inc will take commercially reasonable steps to prevent unauthorized access to the Website, Content, User Content, and Confidential Information stored on Blue Ocean Interactive Marketing Inc server computers.

2.4.3 - Server/Network Computer Outages.

Blue Ocean Interactive Marketing Inc will employ best efforts in providing advance notice to Customer of scheduled server computer/network outages.

2.4.4 - Disclaimers.

Blue Ocean Interactive Marketing Inc provides no equipment, software, or communication connections to Customer. Blue Ocean Interactive Marketing Inc makes no representations, warranties or assurances that the Customer's equipment, software, and communication connections will be compatible with Blue Ocean Interactive Marketing Inc hardware and service.

2.5 – Dealing with a “Hacked” Website.

Our policy with dealing with a website that has been comprised, or hacked, is that the website will be taken offline immediately upon discovering the website has been comprised. The client will be then informed of the intrusion and asked to confirm that we can “clean” their website. Once Blue Ocean has confirmed with the client that their website will be cleaned and the client will be responsible for all time it takes to clean the infection, Blue Ocean will complete the cleaning process and bring the site back online.

If the client has purchased Blue Ocean’s “hack insurance”, once the compromised website has been discovered, Blue Ocean will immediately fix the infection without waiting for confirmation from the client. On the second occurrence of an infection, or any additional occurrences, within the same calendar year, the client with “hack insurance” will not have to confirm the site to be cleaned but will be responsible for the time it takes to clean the intrusion.

If a client’s site is comprised more than 3 times in a period of 12 months, the client may be asked to terminate their hosting account with Blue Ocean and find a different provider.

3. Ownership of Content.

All Content and User Content stored by Customer on Blue Ocean Interactive Marketing Inc server computers shall at all times remain the property of Customer. Customer grants to Blue Ocean Interactive Marketing Inc a non-exclusive, worldwide license to the Content and User Content only to the extent necessary for Blue Ocean Interactive Marketing Inc to host the Website.

4. Content Control.

4.1 - Lawful Purpose.

Customer will only use Blue Ocean Interactive Marketing Inc hardware and services for lawful purposes and Customer will not store or provide any Content or User Content or link to any material that violates foreign, federal, state or local law, the Terms of Service (Appendix C) any modifications thereof, Blue Ocean Interactive Marketing Inc’s posted Acceptable Use Policy (Appendix B) , or any other Blue Ocean Interactive Marketing Inc policy.

4.2 - Remedy for Violation.

Should Blue Ocean Interactive Marketing Inc become aware that Customer has violated Part 4.1, Blue Ocean Interactive Marketing Inc may, at its option, remove the Content or User Content in violation, immediately terminate hosting Customer's Website under Part 6.3, and/or notify authorities. If hosting is terminated, Blue Ocean Interactive Marketing Inc may, in its sole discretion, reinstate hosting upon adequate showing of Customer's right to use the Content or User Content.

5. Payments.

5.1 - Fees.

Customer shall pay fees agreed upon during account signup. Blue Ocean Interactive Marketing Inc will invoice yearly, and payment is due fourteen (14) days from invoicing. In the case of credit card payments Blue Ocean Interactive Marketing Inc will automatically charge Customer Credit Card on file all fees associated with the account on the due date. Blue Ocean Interactive Marketing Inc may, at its option, charge a 10% fee for late payments.

5.2 - Returned Checks and Declined Credit Cards may incur a fee.

5.3 - Account Updates.

It is the responsibility of the customer to maintain accurate billing information with Blue Ocean Interactive Marketing Inc . This may include updated credit card information, email address and mailing address.

5.4 - Taxes.

Customer is solely liable for any taxes or fees payable for products or services sold by Customer on the Website.

6. Term and Termination.

6.1 - Term.

The initial term is agreed upon during account signup. After the initial term, this Agreement will automatically renew on a yearly basis until terminated.

6.2 - Termination by Customer.

During the initial term, Customer may terminate this Agreement upon the material breach of Blue Ocean Interactive Marketing Inc , if such material breach remains uncured for thirty (30) days following written notice to Blue Ocean Interactive Marketing Inc . This period shall be extended if delay is caused by events beyond the control of Blue Ocean Interactive Marketing Inc including, but not limited to, natural disasters, governmental prohibitions or regulations, viruses that did not result from the acts or omissions of Blue Ocean Interactive Marketing Inc , or technical faults of Blue Ocean Interactive Marketing Inc service providers or vendors. After the initial term, Customer may terminate this Agreement upon fourteen (14) days written notice to Blue Ocean Interactive Marketing Inc .

6.3 - Termination by Blue Ocean Interactive Marketing Inc.

Blue Ocean Interactive Marketing Inc may immediately terminate this Agreement for cause at any time without penalty. Causes justifying immediate termination include, but are not limited to: violation of any foreign, federal, provincial, or local law; non-payment of fees due under Part 5 of this Agreement; breach of this Agreement; violation of the Terms of Service (Appendix C) and any written modifications thereof; and violation of any other Blue Ocean Interactive Marketing Inc policy. Blue Ocean Interactive Marketing Inc may terminate this Agreement without cause at any time upon three (3) days written notice to Customer. Email communication is deemed as acceptable notice.

7. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, BLUE OCEAN INTERACTIVE MARKETING INC , AND ITS OWNERS, EMPLOYEES, AFFILIATES, AGENTS, VENDORS, AND THE LIKE, MAKE NO WARRANTY IN CONNECTION WITH BLUE OCEAN INTERACTIVE MARKETING INC HARDWARE OR SERVICES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, NON-INGRIMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

8. LIMITATION OF LIABILITY. BLUE OCEAN INTERACTIVE MARKETING INC , ITS OWNERS, EMPLOYEES, AFFILIATES, AGENTS, VENDORS, AND THE LIKE SHALL NOT BE LIABLE FOR ANY LOST PROFITS, LOST BUSINESS, LOST DATA OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OR INABILITY TO USE BLUE OCEAN INTERACTIVE MARKETING INC HARDWARE OR SERVICES. CUSTOMER AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE RETURN OR REDUCTION OF FEES PAYABLE TO BLUE OCEAN INTERACTIVE MARKETING INC .

9. Customer Indemnity.

Customer shall defend Blue Ocean Interactive Marketing Inc against any third party claim, action, suit or proceeding arising as a result of Customer's use Blue Ocean Interactive Marketing Inc hardware or services and indemnify Blue Ocean Interactive Marketing Inc for all losses, damages, expenses, and costs incurred by Blue Ocean Interactive Marketing Inc as a result of a final judgment entered against Blue Ocean Interactive Marketing Inc in any such claim, action, suit or proceeding.

10. General Provisions.

10.1 - Governing Law.

This Agreement will be governed and construed in accordance with the laws of the Province of Alberta. Both parties agree to submit to personal jurisdiction in Calgary, Alberta, Canada, and further agree that any cause of action or dispute arising under this Agreement will be litigated or arbitrated in Calgary Alberta, Canada.

10.2 - Severability and Waiver.

If any provision of this Agreement is held invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

10.3 - Relationship of Parties.

No agency, partnership, joint venture, or employment relationship is created by this Agreement and neither party has the power to bind the other party.

10.4 - Attorneys Fees and Costs.

In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as may be fixed by a court of competent jurisdiction.

Appendix A

Blue Ocean Interactive Marketing Hosting Acceptable Use Policy

Customer shall not do any of the following, or permit any third party under its control (including its customers and their authorized users) to do the following, and must include provisions in its service agreements for its customers and authorized users that restrict them from doing any of the following:

- i. upload, post, publish, transmit, reproduce, distribute, or participate in the transfer or sale, or in any way exploit any information, software or other material obtained through the Internet which is PROTECTED BY COPYRIGHT or other proprietary rights or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder; or
- ii. use the SMTP services of a third party for the purposes of relaying or sending electronic mail messages without the express permission of that third party; or
- iii. host a publicly-accessible "open relay" SMTP or anonymous remailer service for any purpose, cause, or reason; or
- iv. post a commercial advertisement to any USENET newsgroup, Internet "chat room", bulletin board, or similar forum, if the target forum is not specifically chartered for public advertisement by non-private parties of items "for sale" or
- v. post to any USENET Newsgroup or other newsgroups, forum, email mailing list or similar group or list articles which are off-topic according to the charter or other public statement of the group; or
- vi. send Unsolicited Commercial E-mail (UCE , also known as SPAM) to any number of e-mail users or lists; or
- vii. engage in any activity that is, or appears to be, an attempt to gain unauthorized access to a remote system or network, or to gain information that could later be used to assist in gaining unauthorized access to a remote system or network, such as port scanning, dictionary attacks, Denial of Service attacks, server/service hijacking, etc.; or
- viii. engage in any of the foregoing activities using the service of another provider, but channeling such activities through a Blue Ocean Interactive Marketing Inc account or remailer, or using a Blue Ocean Interactive Marketing Inc account as a mail drop for responses to UCE, or hosting a website that is advertised via UCE that originates from a non-Blue Ocean Interactive Marketing Inc's -connected source, or otherwise requiring return transit through Blue Ocean Interactive Marketing Inc internet backbone; or available to the members of the list(s); or
- ix. falsify or "spoof" user information provided to Blue Ocean Interactive Marketing Inc or to other users of the Service, and for handling all complaints and trouble reports made by its own customers and authorized users; or



- x. use the Service in violation or contravention of the Telecommunications Act 1993, C38, (<http://www.crtc.gc.ca/ENG/LEGAL/TELECOM.HTM>) as or any other applicable law, regulation, order or other governmental directive, or abuse or fraudulently use the Service in any way not specifically set forth above.

Further, if customer is notified by Blue Ocean Interactive Marketing Inc Abuse Response Team, via e-mail or the Customer discovers on their own or through any other means, that the Customer themselves or any third party under Customers control of a violation of this AUP, the Customer will take whatever steps are necessary to stop such activity, and prevent repeat violations by the offending entity.

The customer will respond to all violations reported within 1 (one) business day of the violation being reported, and will have put a stop to the activity within 2 (two) business days of the violation first being reported. Blue Ocean Interactive Marketing Inc reserves the right to disconnect Customers systems until such abuse has been eliminated.

Appendix B

Web Hosting Terms of Service

1. Blue Ocean Interactive Marketing Inc may only be used for lawful purposes. Customer will not store or provide any Content or User Content that: (a) violates any federal, Provincial, or municipal law, statute, ordinance, or regulation (including, without limitation, export control, consumer fraud, unfair competition, antidiscrimination, gambling, or false advertising laws); (b) is defamatory, trade libelous, unlawfully threatening, or unlawfully harassing; (c) is obscene, child pornographic, or indecent; (d) violates any third party's right of publicity or right of privacy; or (e) contains any IRC application, bots, egg drops, viruses, trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
2. Customer will not store or provide any Content or User Content, practice any software or business methods, or use a domain name that infringes any party's Intellectual Property. "Intellectual Property" means any and all property rights under copyright, moral right, trademark, patent, trade secret, or right of publicity law, or any other rights in works of authorship, inventions, designations of source, persona, or economically valuable information.
3. Blue Ocean Interactive Marketing Inc exercises no control over the Content, User Content, or other information passing through Blue Ocean Interactive Marketing Inc.
4. Blue Ocean Interactive Marketing Inc does not monitor and is not obligated to monitor the Content and User Content and has not been informed by Customer of the Content, User Content, or nature of the Content on Customer's Website.
5. Customer will not use Blue Ocean Interactive Marketing Inc's hardware or service to misrepresent Customer's identity.
6. Customer will not attempt to undermine the security or integrity of, or gain unauthorized access to, Blue Ocean Interactive Marketing Inc's hardware, operating systems or any other computing systems or networks.
7. Customer will not attempt to use IP Address not directly assigned by Blue Ocean Interactive Marketing Inc staff. Attempting to use unauthorized IP Addresses may result in IP Conflict. Any server found using IPs, which was not officially assigned, will be suspended from network access until such time as the IP address conflict can be corrected.



8. Customer will use Blue Ocean Interactive Marketing Inc's hardware and services in accord with Blue Ocean Interactive Marketing Inc's Acceptable Use Policy. Customer's continued use of Blue Ocean Interactive Marketing Inc's hardware and services constitutes Customer's acceptance of the Acceptable Use Policy and any modifications thereof.

9. If Blue Ocean Interactive Marketing Inc becomes aware of a violation of the Terms of Service, Blue Ocean Interactive Marketing Inc will investigate and may, in its sole discretion, terminate hosting under the Hosting Agreement.

10. These Terms of Service may be modified at any time. Any modifications will be delivered to Customer in electronic mail or written form, and posted at Blue Ocean Interactive Marketing Inc's website. Customer's continued use of Blue Ocean Interactive Marketing Inc's hardware and services after modification of these Terms of Service constitutes Customer's acceptance of the modifications.

11. Customer will require Users to agree to and abide by these Terms of Service or substantially equivalent terms.