# SERVICE QUOTE

**Cassiopeia Internet, Inc.**

P.O. BOX 1403
Dallas, TX 75356-1403
888-686-9931
sales@constellate.com

| | |
|---|---|
| DATE | March 18, 2011 |
| CUSTOMER ID | 27627062 |
| **EXPIRATION DATE** | **March 25, 2011** |

Barry Friedman
Address: 480 Tweedsmuir Av.
Ottawa, Ontario K1Z 5N9 Canada

| SALESPERSON | LOCATION | PAY TERM (MONTHS) | COMMITMENT | ACTIVATION TIME |
|---|---|---|---|---|
| Brett Fountain | Dallas | 12 | 12 | 3-5 Days |

| QUANTITY | DESCRIPTION | RECURRING | NON-RECURRING |
|---|---|---|---|
| 1 | 1U Family Colocation Space (1 x 1U System)<br>1 x 100 Mbps Network Connection<br>1 Power Plug (Shared UPS)<br>8 IP Addresses<br>10 Mbps Capped unmetered<br>1 Hour Free Admin Time per Month<br>Free Remote Hands & Eyes<br>Free Server Reboots | $99.00 | $0.00 |
| 1 | 1 month pre-paid credit | $49.00 | $0.00 |

| | |
|---|---|
| RECURRING SUBTOTAL | 1,188.00 |
| NON-RECURRING SUB-TOTAL | 0.00 |
| SALES TAX | |
| 1ST PAYMENT | 1,139.00 |
| TOTAL RECURRING | 1,188.00 |

**Quotation prepared by: Brett Fountain, Sr. Account Executive**

This Quote is part of the Master Services Agreement. You are agreeing to purchase services at the stated price. Prices are exclusive of applicable federal, state, local taxes, surcharges and fees. Pricing may not be modified or altered by handwritten or non-system generated edits. Any modification or alteration of the pricing in such a fashion shall render the agreement null and void. The offer set forth above supercedes any prior offer of Cassiopeia Internet before the Effective From Date listed on this Quote.

By their signature below, customer acknowledges receipt of this document and the Master Service Agreement and agrees to the terms contained therein. Customer also acknowledges that the information contained in this Quote constitutes proprietary information that is strictly confidential. Customer agrees not to exchange this information with any other provider or third party.

To accept this quotation, sign here and return: _B. Friedman_

# Master Services Agreement

This Master Services Agreement ("MSA") is entered into by Cassiopeia Internet, Inc., a Texas corporation, and its affiliates ("Company"), and the below-signed customer ("Customer") on the date Customer signs the MSA ("Effective Date"). It is expressly understood that a Customer who executes this MSA on behalf of a company has full authority to bind the company on whose behalf the MSA is entered and the MSA and terms entered therein survive the Customer's tenure at the company, to the full extent of the law. The term "Agreement" shall refer to the following agreements (including any amendments thereto) between Company and Customer: the MSA, the Service Exhibit, any applicable server order forms, Company's Acceptable Use Policy (posted on www.cihost.com, the "AUP"), and any applicable Company service level agreement agreed to by the parties hereto.

1.  **Services.** Company agrees to provide the hosting and network services as provided for in, and subject to the terms of, the Agreement ("Services") beginning on the date that Company submits to Customer access codes to use the Services or when otherwise provided for in the Service Exhibit ("Commencement Date"). Company may perform additional technical, supplemental, or professional services for Customer at either Company's published pricing rates or at rates mutually agreed to between Customer and Company. Also, Company may perform remedial services as provided for in the AUP at the pricing set forth therein and without obtaining Customer's consent in advance.

2.  **Payment.** Customer agrees to pay the charges in US dollars for the Services, and for any additional services described herein, as set forth in the Agreement (collectively, "Charges"). Except as otherwise provided for herein, Charges shall be invoiced to Customer (but may include any applicable pro-rated amounts for incomplete months of Service provision) and shall be due and payable upon receipt. Any additional one-time charges, including early cancellation charges, accrued interest, late fees, service reinstatement fees, and any usage-based charges (e.g., Internet access) shall be invoiced in arrears and appear on either regular monthly invoices or separate invoices. Customer also shall pay to Company all expenses incurred by Company in exercising any of its rights under this Agreement or applicable law with respect to the collection of a Payment Default, including attorneys' fees, court costs, and collection agency fees. Company may charge interest on any invoice amounts that are overdue by more than fifteen (15) days at the lesser of (a) 2% per month or (b) the maximum non-usurious rate under applicable law. Customer shall be deemed to have accepted as conclusively accurate any invoice that it has not disputed in a writing delivered to Company within thirty (30) days of the invoice date. Customer may withhold the disputed portions of payments that are properly and timely disputed hereunder as long as it timely pays all undisputed charges that are outstanding. The parties shall work together in good faith to resolve any such Disputed Charge. In the event that this Agreement is terminated by Company for any reason constituting "Company Termination" (as that term is defined below) or by Customer for any reason other than "Customer Termination" (as that term is defined below), all Charges under the Agreement, including all remaining monthly fees due for the remaining portion of the Initial Term and any applicable Renewal Period, are immediately due and payable.

3.  **Term and Termination.** The length of the initial term ("Initial Term") of the Agreement shall be defined in the "Service Quote" and shall commence on the activation date set forth in the "Service Quote." Unless the Agreement is earlier terminated, as provided for herein, the Initial Term shall automatically renew for successive terms equal to the Initial Term or as set forth in the "Service Quote", at rates set forth in the "Service Quote. Either party may terminate this Agreement for any reason by delivering to the other party a written notice of non-renewal thirty (30) days prior to the termination of the Initial Term.

Notwithstanding the foregoing, Company may immediately terminate this Agreement at any time, and without liability, upon the occurrence of any of the following ("Company Termination"): (i) Customer's failure to pay any overdue invoice amount upon notice by Company or (ii) Customer's material breach or violation of any provision of the Agreement that is not cured within ten (10) days of Customer's receipt of written notice from Company referencing such breach or violation; (iii) Customer ceasing to do business in the normal course, becoming or being declared insolvent or bankrupt, being the subject of any proceeding relating to liquidation or insolvency which is not dismissed within ninety (90) calendar days, or making an assignment for the benefit of its creditors; (iv) Customer's violation of the AUP; or (v) Company determines in its sole discretion that Customer continues to host content that may subject Company to legal liability (in which case, Company may also modify the Service to avoid such liability).

Customer may terminate this Agreement with respect to all, and not less than all, of the Services without liability (except for Charges due through the effective date of such termination) upon the occurrence of a material breach by Company of its obligations to provide the Services according to the terms of the Agreement that is not cured

within ten (10) business days after written notice from Customer describing such breach in detail is received by Company ("Customer Termination"). In the event of a Customer Termination, Customer shall pay (i) any outstanding installation Charges, (ii) a pro-rated Charge based on the number of days Company provided Services prior to the date of Customer Termination, and (iii) if the Services include software for which Company does not provide general customer support, Customer shall pay to Company an amount equal to Company's cost of such software for the entire Initial Term and any applicable Renewal Periods. If Customer terminates this Agreement for any reason other than a Customer Termination, Customer shall pay to Company an amount equal to all unpaid Charges for the remainder of the then current term of this Agreement.

Upon termination of this Agreement, Company and Customer shall have no obligations to each other, except as provided for in this Agreement. Upon termination of this Agreement, Customer shall (i) pay all Charges and other amounts due and owing to Company, (ii) remove from Company's premises all property owned by Customer, and (iii) return to Company all software, access keys, and any other property provided to Customer by Company under this Agreement. Any property of Customer not removed from Company's premises within thirty (30) days after such termination shall become the property of Company, which may, among other things, dispose of such property without the payment of any compensation to Customer. The rights and obligations of both parties, which by their nature would continue beyond the termination of this Agreement (including, those relating to confidentiality, payment of outstanding Charges, limitations of liability and indemnification), shall survive such termination.

4.      Indemnification. Customer agrees to indemnify and hold harmless Company and directors, officers, employees, and agents of Company (each an "Indemnified Party") against any losses, claims, damages, liabilities, penalties, actions, proceedings, judgments, or any and all costs thereof (collectively, "Losses") to which an Indemnified Party may become subject and which Losses arise out of, or relate to the Agreement or Customer's use of the Services, and will reimburse an Indemnified Party for all legal and other expenses, including reasonable attorneys' fees incurred by such Indemnified Party, in connection with investigating, defending, or settling any Loss, whether or not in connection with pending or threatened litigation in which such Indemnified Party is a party.

5.      Disclaimers; Limitation on Company Liability.

COMPANY SHALL NOT BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR LOSS OF REVENUE RESULTING FROM THE USE OF THE SERVICES AND PRODUCTS BY CUSTOMER OR ANY THIRD PARTIES OR (ii) ANY LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICE INTERRUPTIONS.

COMPANY PROVIDES THE SERVICES AND PRODUCTS "AS IS," WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE SERVICES AND PRODUCTS AND COMPANY SHALL HAVE NO LIABILITY THEREFOR.

The exclusive remedy against Company for any damages whatsoever to Customer arising out of or related to this Agreement shall be the refund of the fees actually paid by Customer to Company with respect to the then-current term of this Agreement. No claim may be asserted by Customer against Company more than two (2) years following the date of the event that underlies any such claim.

6.      Miscellaneous Terms.
Notices. Unless otherwise specified herein, all notices, requests and other communications hereunder shall be sufficiently given if in writing and delivered personally or sent by facsimile transmission, internationally recognized overnight courier, or registered or certified mail (return receipt requested) to the address or facsimile number of Customer listed in the Company's records or Company as set forth below. Such notices or other communications shall be deemed to have been given (a) on the date delivered (if delivered personally), (b) on the date that return confirmation is received (if sent by facsimile), (c) on the business day after being sent by an internationally recognized overnight air courier, or (c) five days after being sent (if sent by registered or certified mail).

        Cassiopeia Internet, P.O. Box 1403, Dallas, Texas 75356-1403, Attention Billing Manager, Facsimile Number (972) 692-0575.

Governing Law, Jurisdiction, Venue. This Agreement and any dispute arising from the performance or breach hereof shall be governed by and construed and enforced in accordance with the laws of the state of Texas without reference to conflicts of laws, principles and excluding any application of the United Nations Convention on the International Sale of Goods. The exclusive venue for all disputes arising out of the Agreement shall be Dallas County, Texas.

Waiver. It is agreed that no waiver by any party hereto of any breach or default of any of the covenants or agreements herein set forth shall be deemed a waiver as to any subsequent and/or similar breach or default.

Severability. If one or more of the provisions contained in this Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected.

<u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

<u>Force Majeure</u>. Neither party shall lose any rights hereunder or be liable to the other party for damages or losses on account of failure of performance by the defaulting party if the failure is occasioned by any occurrence or contingency beyond its reasonable control, including war, strike, fire, Act of God, earthquake, flood, lockout, embargo, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the nonperforming party.

<u>Company's Use of Customer's Name</u>. Customer agrees that Company may publicly disclose that Company is providing services to Customer and may include Customer's name in any promotional materials, such as press releases or Company's web site. Neither party may publicly use the other party's logo or other trade or service mark without that party's written consent.

<u>Non-Solicitation</u>. Customer agrees that it shall not solicit for employment with Customer (or with any other party) any Company employee with whom Customer has had direct contact in connection with this Agreement during the term of this Agreement and for twelve (12) months following termination of this Agreement.

<u>Ownership</u>. Company shall own all intellectual property that it may develop in the course of performing the Services. Each party to this Agreement retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property. Upon termination of the Agreement, Customer agrees to promptly release any Internet protocol numbers, addresses, or address blocks assigned to Customer in connection with the Services.
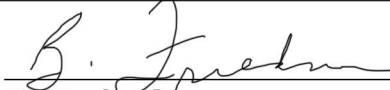
<u>Survival</u>. Sections 2, 4, 5, these miscellaneous provisions, and any other provisions that survive by their nature shall survive the expiration or termination of this Agreement for any reason.

<u>Third-Party Beneficiaries</u>. There shall be no third party beneficiaries to the Agreement, including customers, employees, agents, or insurers. Notwithstanding the foregoing, this provision shall not absolve a company of the company's contractual obligations where the Customer who executed the Contract is no longer employed by or acting as the agent or representative of the company during the term of the Agreement.

<u>Assignment</u>. This Agreement shall not be assignable by Customer without Company's prior written consent. Company may assign the Agreement in whole or in part. This Agreement shall be binding upon and accrue to the benefit of any permitted assignee, and any such assignee shall agree to perform the obligations of the assignor.

<u>Insurance.</u> For contracts involving co-located equipment, Company shall not insure or be responsible for any loss or damage to property of any kind owned or leased by Customer or its employees, servants or agents. Any policy of insurance covering the property owned or leased by Customer against losses by physical damage shall provide that the underwriters have given their permission to waive their rights of subrogation against Company, its affiliates and their directors, officers, partners, and employees, as well as their subsidiaries, and their respective directors, officers, partners, and employees.

| **Customer:** | **Company:** |
|---|---|
| Emax Computer Sys. Inc<br>480 Tweedsmuir Ave.<br>Ottawa, On. K1Z 5N9 Canada<br>613-725-3198 | Cassiopeia Internet, Inc.<br>P.O. BOX 1403<br>Dallas, TX 75356-1403<br>817-868-9931 |

By: _B. Friedman (signature)_     By: _____

Printed Name: **B Friedman**     Printed Name: _____

Title: **Pres.**     Title: _____

Date: **24 Mar. 2011**     Date: _____