

## STAPLES CANADA TERMS AND CONDITIONS OF SERVICE (CLOUD AND INTERNET SERVICES)

**1. Agreement.** These terms and conditions (“**Terms of Service**”) set out the rights, obligations and limitations of Staples Canada Inc. and its third party service providers (“**Staples**” or “**us**” or “**we**” or “**our**”) and you, the customer (“**you**” or “**Customer**”) for the Staples Services (defined in Section 2).

These Terms of Service, together with (a) your invoice for the Staples Services and all included terms, notices and amendments; and (b) all applicable Staples Service-specific terms, schedules, end-user license agreements, rules, policies or other documents attached to or referred to in these Terms of Service, or located at the URLs specified in these Terms of Service, or to which you may be directed when you order or use the Staples Services, including the Staples acceptable use policy as amended from time to time and shown as a schedule to these Terms of Service (“**AUP**”) to the extent they are not modified and/or replaced by these Terms of Service (all of which constitute the “**Documents**”), form Staples’ agreement with you (“**Agreement**”). To the extent of any conflict or inconsistency between the Documents and these Terms of Service, the Terms of Service will prevail unless stated otherwise in any of the Documents. Your access to and use of the Staples Services (current and future) constitutes your acceptance of all the terms of the Agreement. As the Customer, you are solely responsible for the use of the Staples Services by yourself and other end users. You shall (a) take all necessary measures to ensure that the Staples Services are used in accordance with the Agreement and (b) be liable for all consequences resulting from any breach of the Agreement.

**2. Scope of Agreement.** Staples provides different Internet and Cloud services (“**Staples Service(s)**”) including:

- **Internet and Value Added Services;**
- **Email and Hosting Services.**

The term “**Staples Services**” includes (a) all devices, equipment, hardware or other products owned or supplied by Staples to be used in connection with the applicable Staples Services (“**Staples Equipment**”); and (b) any additional features, options or value added services you select, now or in the future as or will be listed on your invoice, when ordering your Staples Services. The Agreement applies to all current and future Staples Services you obtain from Staples as listed on your invoice or order, with no additional copies or other evidence of agreement required to be delivered to you, and such additional Staples Services shall be billed at the then-current rates.

**3. Changes to Agreement.** Staples may change the Staples Services, the Agreement, any Fees (defined in Section 4), amounts, charges (including one-time charges), and/or other aspect of any of the Staples Services upon at least 30 days prior notice to you (subject to Section 4), by posting the change on staples.ca, sending notice via a message on your monthly invoice, in writing, by email notification, or any other notice method likely to come to your attention. If you do not accept the change, your sole recourse is to terminate the affected Staples Service in accordance with Section 9. Your continued access to and use of the Staples 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 to pay for all Staples Services.

**4. Fees, Payment & Charges.** You shall pay all applicable fees due for the Staples Services (“**Fees**”), and all other applicable amounts, charges and taxes indicated to you when you purchase the Staples Services or otherwise relayed to you by Staples from time to time or noted on your invoice. Unless otherwise specified on your Staples invoice or in the applicable Staples Service-specific terms (a) all Staples Services are billed monthly; and (b) Fees will begin accruing and will be charged to you as of the start of your Initial Service Period (defined in Section 8). Staples will bill you monthly and **you shall pay Staples all invoiced Fees, charges and taxes on a monthly basis by credit card or within 30 days of Staples’ invoice date if credit is being provided to you.** Invoices for the Fees may be produced, submitted and delivered either electronically or on paper. If payment is by credit card then invoices may not be provided to you. If payment is not received by Staples within 30 days of the invoice date including failure of credit card processing due incorrect information or insufficient credit which has not been rectified, you will be charged and shall pay interest from the invoice date on the balance owing at the interest rate then in effect, as Staples sets from time to time, calculated and compounded monthly from the invoice date, but which will not exceed the maximum

rate permitted by law (“**Late Payment Charge**”). The current rate charged by Staples will be specified on your monthly invoice. Staples may change the Late Payment Charge from time to time.

If you order Staples Services pursuant to an MCP (defined in Section 8): (a) Staples may change the Fees for any Renewal Term (defined in Section 8) by giving you at least 60 days notice of such change prior to the end of the then-current Term or MCP; and (b) Staples may increase Fees during any calendar year during the Term provided the total increases do not exceed, in any calendar year, **10%** of the applicable Fees for the Staples Service in effect at the beginning of the applicable calendar year. If you order Staples Services pursuant to a Monthly Term (defined in Section 8), Staples may change the Fees at the end of the Monthly Term or any Renewal Term on notice to you.

Any promotional bundle fees, discounts, credits, rebates or other financial incentives you receive for any Staples Service (“**Promotional Package**”) will apply only for so long as you meet Staples’ eligibility requirements.

Staples may bill you for any Fees up to 12 months after the date the Fees were incurred. If you question or dispute any Fees, you must do so within **90 days** of the disputed invoice date; otherwise you will be deemed to accept all Fees. Disputed Fees will not be considered past due unless Staples has investigated and concluded that the charges are correct and there is no basis for the dispute, or reasonably believes you are using the dispute to evade or delay payment. You shall pay all undisputed portions of the Fees within 30 days of the original invoice date, failing which the undisputed portion of the Fees will be past due and you will be charged, and shall pay, the Late Payment Charge.

You must ensure that the billing and payment information you provide to Staples (including name, mailing address, email address, service address, credit card details and telephone number) is always up to date, otherwise Staples may suspend the Staples Services. You will be liable for your failure to pay any Fees billed to you by Staples caused by your failure to provide Staples with up to date billing information. Upon termination of the Staples Services in accordance with Sections 9 or 10, you shall provide Staples with a forwarding address for all final invoices or correspondence should your mailing address differ from that in your customer profile.

To offset its additional processing costs, Staples may bill you for administrative charges as set from time to time for administrative or account activities including: collection efforts due to non-payment or having a balance over your credit limit; returned or rejected payments; changes in personal identifier information; or suspension, disconnection or reactivation of Staples Services. All administrative charges charged to you will be set out in your invoice and you agree to pay all such charges.

**5. Pre-authorized Payment.** If you provide a credit card or bank account (or other pre-authorized payment method) to Staples for your monthly payments, you authorize Staples to charge your credit card or debit/charge your account for all outstanding Fees, taxes and charges and outstanding account balances due under the Agreement, including Late Payment Charges and Termination Charges, and this constitutes Staples’ good and sufficient authority for so doing. You promise that the credit card or bank account is in your name, is valid and has not expired. You shall promptly advise Staples if your credit card or bank account information changes due to loss, theft, cancellation or otherwise.

**6. Special Payment Terms; Deposits and Alternatives.** In exceptional circumstances, Staples may require you to pay the Fees on an interim basis, despite your monthly billing cycle. In such cases, you must pay on or before the required due date to avoid termination or suspension of your Staples Services. Staples may also require you to make deposits if you (a) have no credit history with Staples or do not provide satisfactory credit information; (b) have an unsatisfactory credit rating with Staples due to previous payment practices regarding any Staples Services; or (c) present an abnormal risk of loss. When the Staples Services are terminated or the conditions justifying the deposit are gone, Staples will apply the deposit against the outstanding Fees or other amounts you owe to Staples, then refund you the balance of the deposit, if any.

**7. Minimum System Requirements; Equipment; Right to Enter Premises.** You must ensure that your (and all users’) systems and equipment meet Staples’ minimum requirements to use the Staples Services, as changed from time to time, in which case you must update your system and/or equipment. If you fail to do so, your system and/or

equipment might not be adequate to access or use the Staples Services and your sole remedy will be to terminate the affected Staples Services in accordance with Section 9. Staples cannot guarantee that the Staples Services will be compatible with all system configurations. You must properly supply, install and maintain all facilities, software and equipment (including Staples Equipment) and take reasonable care of same, all in accordance with industry best practice and manufacturer's expectations, and you are liable for any (a) loss of or damage to Staples Equipment located at your premises or under your control, including any cost of repair or replacement; and (b) disruptions or damages caused by your failure to do so, including damage or other effect on Staples' or other customer's ability to receive Staples Services. Staples may take any action it considers necessary to deal with such effects, losses and damages, including charging you for any costs incurred to remediate them.

You are responsible for all access to your equipment and Staples Equipment, and maintenance of security and privacy and all other risks involved in connection with your equipment and Staples Equipment.

Staples may enter the premises where Staples Services are (or are about to be) provided to install, inspect, repair, maintain or remove Staples Equipment. Staples may also enter such premises (physically or through remote access to computer systems) to maintain, protect, investigate, modify or improve the operation of Staples Services or to inspect and perform necessary maintenance in cases where disruptions involving customer provided facilities are affecting the network.

You are responsible for securing all consents, permits and approvals, at your cost, necessary to allow Staples to install, maintain and operate the Staples Services, its facilities and the Staples Equipment within the building(s) where the Staples Services are to be provided to you, and to enter the premises in accordance with this Agreement.

**8. Initial Service Period; Renewals; Term.** Staples Services will be provided to you on a 30 day month-to-month basis ("**Monthly Term**"), unless when you order the Staples Services you and Staples agree to a longer minimum contract period ("**MCP**"). The initial service period of any Staples Service will begin on the earlier of the date (a) Staples begins the work to provide the Staples Service to you; and (b) the Staples Service is first provided to you, and will expire at the end of the first Monthly Term or the MCP, as applicable ("**Initial Service Period**"). Unless the applicable Staples Service is terminated in accordance with the Agreement, or the renewal provisions differ in any Staples Service-specific schedule, the Initial Service Period will automatically renew on the same terms, subject to Staples' rights in Sections 3 and 4, with consecutive renewal periods equal in length to the Initial Service Period ("**Renewal Term**"). The Initial Service Period and all Renewal Terms are called the "**Term**".

#### **9. Termination by Customer.**

(a) You may contact Staples at Staples Customer Service (see end of Agreement) or any Staples location to terminate any Staples Service. Termination is effective 30 days after the last day of the month in which you contact Staples to terminate ("**Termination Date**"). You will be charged and promise to pay the applicable Fees, taxes and other charges for that current month plus the following 30 day termination notice period. If you terminate a Staples Service subject to an MCP during the Initial Service Period or a Renewal Term, you will be responsible for the following ("**Termination Charge**"): (i) you shall pay to Staples termination charges equal to 50% of the Fees for the unexpired portion of the Initial Service Period or Renewal Term, as the case may be; and/or (ii) for any Staples Services prepaid in full for the entire Initial Service Period, you will not be entitled to receive a refund of prepaid amounts for the unexpired portion of the Initial Service Period or Renewal Term as the case may be. The Termination Charge is a reasonable estimate of damages suffered by Staples as a result of your early termination of the Staples Service and is not a penalty.

(b) If you cancel your order prior to activation of any Staples Service you will be charged a cancellation fee as set by Staples from time to time, to the extent permitted by applicable law, representing a reasonable estimate of damages suffered by Staples as a result of your failure to activate the Staples Service.

(c) If you order a Promotional Package and you terminate any of the Staples Services that form part of the Promotional Package prior to the end of the Initial Service Period, including Renewal Terms, you will be charged and will pay a Termination Charge in accordance with Section 9(a), based on the non-discounted rate for the Staples Services, **plus** an additional amount equal to the difference between (i) the discounted amounts actually paid by you or other incentives, promotions or discounts received by you during that part of the Initial Service Period that you received the Promotional Package, and (ii) the non-discounted rate for such Staples Services during that period without any other

incentives, promotions or discounts, which Termination Charge and additional amount represent a reasonable estimate of damages suffered by Staples as a result of your early termination of the Staples Service(s) forming part of the Promotional Package.

#### **10. Service Refusal, Suspension and Termination by Staples.**

(a) Staples may without any liability and in its sole discretion (i) relocate Staples Equipment; (ii) refuse to provide any Staples Services to you, in whole or in part; or (iii) stop or suspend the provision of any or all or any part of the Staples Services to you (including blocking numbers), for cause, including if (A) Staples would have to incur unanticipated, unaccounted for, unusual or unreasonable expenses (such as, but not limited to, securing rights of way, special construction) unless you agree to pay an amount acceptable to Staples for such expenses; (B) you breach or fail to comply with any part of the Agreement (including the AUP); (C) you fail to pay your Fees or other required amounts pursuant to this Agreement or you are late paying any deferred amounts under any payment arrangements with Staples; or (D) your use of the Staples Services or other services is fraudulent, inappropriate, not consistent with your ordinary usage patterns established with Staples, or is being used in or directed to high cost of service areas to an extent not supportable by your rate plan and Fees for your Staples Services. You remain obligated to pay for the Staples Services during any suspension. If your Staples Service is suspended and the reason for suspension has not been resolved within 10 days from the suspension date, Staples may discontinue and terminate the Staples Service and repossess the Staples Equipment. If you wish to resume your subscription to the Staples Service you shall pay the applicable installation and/or activation fee as set by Staples from time to time. Staples shall have no responsibility to notify any third party providers of services, merchandise or information of the termination of the Staples Service or the Agreement.

(b) Staples may without any liability and in its sole discretion (i) immediately terminate any of the Staples Services and the Agreement by written notice and specify a final payment date for all amounts that you owe not earlier than 10 days from the date of the notice; and (ii) enter upon your premises and take immediate possession of all Staples Equipment provided in connection with the Staples Services, or require you to promptly return to Staples the Staples Equipment in proper working order and good condition if (A) your payments to Staples are in arrears; (B) you experience or approve a bankruptcy, insolvency or restructuring event or a receiver and/or manager or other representative is appointed for or seizes any of your assets or business; (C) you breach any part of the Agreement (including the AUP); or (D) your use of the Staples Services or other services is fraudulent, inappropriate, not consistent with your ordinary usage patterns established with Staples, or is being used in or directed to high cost of service areas to an extent not supportable by your rate plan and Fees for your Staples Services. In addition, Staples may terminate the Agreement for any reason whatsoever upon a minimum of 30 days prior written notice to you, including where Staples ceases to offer a Staples Service to which you subscribe.

#### **11. Confidentiality of Customer Records; Personal and Credit Information.**

(a) All information Staples keeps about you, other than your name, address and listed telephone number, is confidential. Unless you provide express consent, or disclosure is ordered pursuant to a legal power, your information will not be disclosed by Staples to anyone other than (i) you; (ii) a person who, in Staples' reasonable judgment, is seeking the information as your agent or representative; (iii) another service provider that provides you with services or a company involved in supplying you with telecommunications, telephone telephone directory related services, or IT services provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; (iv) an agent hired by Staples to collect your account, provided the information is required for, and is used only for, that purpose; (v) an affiliate of Staples or third party supplier involved in supplying you with telecommunications and/or Internet services, provided that the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; or (vi) a public authority or agent of a public authority, if in the reasonable judgment of Staples, it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information. You will be deemed to have given your express consent when any of the following occur: (A) you provide written consent; (B) oral confirmation is verified by an independent third party; (C) Staples receives electronic confirmation via the Internet; (D) Staples receives oral consent where Staples retains an audio recording of the consent; or (E) Staples obtains consent through other methods, as long as an objective documented record of your consent is created by you independent of a third party.

(b) Staples protects your personal information in a manner consistent with Staples' Privacy Policies available at staples.ca and applicable laws.

(c) **By entering into this Agreement you consent to Staples performing credit checks on you and obtaining, maintaining and using information about your credit history from a credit reporting agency, credit grantor or other Staples company to activate your services or assist in collection efforts, and disclosing your Staples credit history to credit reporting agencies, credit grantors, collections agencies and other Staples companies.** You must ensure that you have the necessary consents for Staples and its third party providers to collect, use and store your information for the purposes of providing the Staples Services.

**12. Network Addresses and Identification.** Staples may issue or assign to you certain network addresses or other unique identifiers ("**Identifier**") for the Staples Services (e.g. a telephone number, IP address, e-mail address, web space URL, host name, internet fax, etc). You do not own or acquire any right in any Identifier. Staples may without any liability at any time change or withdraw any Identifier.

**13. Transferring Telephone Numbers.** Staples shall, on your behalf, request your existing service provider to "**transfer-in**" your existing assigned phone number, provided that you (a) represent and warrant that you have the right to make the request; (b) authorize Staples to share with your existing service provider your information relevant to the transfer request (which may include personal information); and (c) complete and sign a request form if necessary. Upon your written request, and only if your assigned account and phone number are active, Staples shall, upon termination of your Staples voice Services, process a "**transfer-out**" request for the phone number assigned to you to your new chosen service provider. You shall pay all Fees, charges, taxes, other amounts owing and Termination Charges, including for the 30 days after the transfer out is requested, in recognition of your obligation to provide 30 days advance notice to transfer out your number pursuant to Section 9. You agree that (a) Staples is not responsible for any interruption, disruption or disconnection of any services associated with the telephone number which is the subject of a transfer request; (b) a "transfer" of a phone number does not include the transfer of any services, including any features, applications or content, IP address, Identifier or any device or equipment associated with the applicable service; and (c) you are responsible for any and all charges, Fees and taxes associated with the termination of the Staples Services or the service with your existing service provider, as the case may be, including Termination Charges.

**14. Restrictions on use of Staples Service & Content.** You shall not (a) use, or permit the use of, any Staples Service for an illegal purpose, criminal offence, intellectual property infringement, harassment (including annoying or offensive calls/transmissions), or in a manner that would breach the AUP or cause interference with network operations (including preventing a fair and proportionate use by others); (b) resell, remarket, transfer or share your Staples Service or receive any charge or other benefit for the use of any Staples Service; (c) attempt to receive a Staples Service without paying the applicable fees, modify Staples Equipment or other Staples Service-related equipment, change any Identifier, network addresses or other identification issued by Staples or a Staples affiliate, attempt to bypass Staples' network, or re-arrange, disconnect, remove, repair or otherwise interfere with any Staples Services or facilities; (d) adapt, translate, modify, decompile, disassemble, reverse engineer or otherwise interfere with any software, applications or programs used in connection with the Staples Services; or (e) modify, alter, or deface any of the trademarks, service marks, or other intellectual property made available through the Staples Services nor use any of the foregoing except for the purpose for which such intellectual property is made available to you through the Staples Services. You grant Staples and each Staples affiliate and its applicable suppliers a world-wide, royalty-free, unrestricted license to use, copy, adapt, transmit, display and perform, distribute and create compilations and derivative works from any and all user content you elect to post in connection with a Staples Service to facilities operated by Staples or on behalf of a Staples affiliate and solely as required for Staples to provide you the Staples Service. You acknowledge that Staples may store your user content on Staples facilities so you can access such content, but that if you fail to access such content within a certain period of time as determined by Staples, or if the applicable Staples Service terminates, Staples may delete such content without notice to you.

**15. Monitoring and Network Management; Third Party Content.** Staples has no obligation, but has the right at any time and from time to time, to monitor the Staples Services (electronically or otherwise),

investigate any content or your use of Staples' networks, including bandwidth consumption and how it affects operation and efficiency of the network and Staples Services and to disclose any information necessary to satisfy any law, regulation, governmental or other lawful request from any applicable jurisdiction or as necessary to operate and optimize the Staples Services or to protect itself or others. Some content products or services ("**Third Party Content**") available with or through the Staples Service may be offensive to you or may not comply with applicable laws. Neither Staples nor any of its affiliates attempt to censor or monitor any such Third Party Content. Such Third Party Content may be subject to "caching" at intermediate locations on the Internet when being accessed through the Staples Service. You are responsible for access to and use of all Third Party Content and for use of the Internet. Staples and its affiliates assume no liability whatsoever for any claims or losses arising out of or otherwise relating to access to or use of Third Party Content or for any content or data whatsoever. You must obtain all consents, authorizations and clearances in respect of Third Party Content in your account that you transmit, provide access or communicate to others using the Staples Services.

**16. No Warranties.** Staples makes no warranties, representations, claims, guarantees or conditions of any nature whatsoever, expressed or implied, including any warranty, representation, claim, guarantee or condition of (a) speed, consistency or performance (including service performance levels) of any Staples Service; (b) availability of Staples Services in certain geographical areas or within certain structures; and/or (c) fitness for a particular purpose, merchantability, title or non-infringement, with respect to any of the Staples Equipment, your equipment or the Staples Services. All such warranties, representations, claims, guarantees and conditions, express and implied, are hereby excluded, to the extent permitted by applicable law. Both your equipment and any Staples Equipment is subject to the terms of any manufacturers' warranty plan, or any extended warranty plan you may have obtained when you received such equipment, and it is your obligation to maintain all equipment in accordance with Section 7. Speed and consistency are a function of the wider network architecture of the Internet itself and not Staples' service or delivery. None of the Staples Services (which include Staples Equipment) or service performance levels are guaranteed to be error-free or uninterrupted, and Staples' liability to you or any other person for damages for any reason whatsoever arising out of any Staples Service is limited by Section 18.

**17. Liability Limitations.** STAPLES 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 ANY STAPLES 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. SUBJECT TO ANY OTHER LIMITATION OR EXCLUSION OF LIABILITY CONTAINED IN THIS AGREEMENT, STAPLES' CUMULATIVE LIABILITY TO YOU FOR ALL STAPLES SERVICES PROVIDED HEREUNDER FOR DAMAGES, INCLUDING DAMAGES ARISING FROM STAPLES' 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 AND CREDITS) PAID BY YOU FOR THE SPECIFIC STAPLES SERVICE(S) THAT GAVE RISE TO THE DAMAGES DURING THE 1 MONTH PERIOD BEFORE THE EVENT GIVING RISE TO THE DAMAGES, LESS AMOUNTS PAID (IF ANY) FOR PREVIOUS CLAIMS FOR SUCH STAPLES SERVICE. STAPLES SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY CONTENT, APPLICATIONS OR SERVICES PROVIDED TO YOU BY A THIRD-PARTY FOR USE WITH ANY STAPLES SERVICES EVEN IF STAPLES IS BILLING AND COLLECTING FEES ON BEHALF OF SUCH A THIRD-PARTY.

Without limiting the generality of the foregoing, Staples is not liable for (a) any act or omissions of a telecommunications carrier whose facilities are used in establishing connections to points which Staples does not directly serve; (b) defamation, trademark, copyright, or any intellectual property right infringement arising from material transmitted or received over Staples' 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 (c) infringement of any intellectual property right arising from combining or using non- Staples Equipment and facilities with Staples Services.

**18. You Can Best Control the Risk and Therefore Are Responsible.** The Fees charged for the Staples Services reflect the

allocation of risk herein and the limited recourse against Staples provided for in the Agreement. Staples will not assume any responsibility for your acts or omissions or those of your end-users or any individual who uses your account with or without your knowledge or consent, including responsibility for any charges you incur when making purchases or conducting other transactions with the Staples Services. As between Staples and you, you are better able to put in place physical and procedural impediments to the inappropriate use of and to supervise the use of your Staples Services. Account and password protection shall be your responsibility. You must safeguard your system and are responsible for corrupted files and viruses. You are solely responsible and liable for all use of the Staples Services by yourself and other users. Any detriment that is caused to the Staples Services or risk or liability to Staples as a result of your failure to properly secure and safeguard your equipment and computer system(s) may result in the immediate cancellation of the Staples Services and repossession of the Staples Equipment.

**19. Intellectual Property.** All trademarks, copyrights, brand concepts, names, logos and designs used by Staples are intellectual property assets, registered or unregistered, that belong to Staples or are used under license by Staples or a Staples affiliate. All are recognized as valuable assets of their respective owners and may not be displayed or used by you in any manner for commercial purposes or copied in any manner whatsoever for any purpose.

**20. Software.** Any software or documentation supplied by Staples, its agents and/or third party providers, or otherwise made available for your use in connection with the Staples Services shall remain the property of Staples, its agents and/or third party providers, as applicable. You shall take appropriate steps to protect same against loss or damage. Your use of such software and documentation shall be subject to the terms of an associated software license agreement ("**Software License Agreement**") that will be provided to you when you register for the applicable Staples Service. You must review and agree to the terms of the applicable Software License Agreements before installing or using the software or documentation. Unless otherwise provided in the applicable Software License Agreement, all Software License Agreements will terminate upon the earlier of the termination of the Agreement, and the termination of the specific Service Schedule as applicable.

**21. 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 Agreement, the Staples Services or Staples' advertising, marketing, or sale or provision of Staples 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 Staples, and in accordance with (a) Staples' arbitration policy as it may be amended by Staples from time to time; and (b) the applicable arbitration legislation in effect in the province or territory of your Canadian billing address as provided to Staples. If the billing address you have provided to Staples is outside of Canada, the arbitration shall take place in Ontario in accordance with the arbitration legislation in effect in that province.

**22. General.** You may not make any changes or amendments to the Agreement. If any provision in the Agreement is declared invalid or in conflict with any laws and regulations, the invalid provision may be deleted or modified without affecting the validity of the remaining provisions. Staples' failure to strictly enforce any provision of the Agreement does not constitute a waiver of the provision or Staples' rights. The Agreement, including the Documents as amended, constitutes the entire agreement between you and Staples and replaces all prior agreements, written or oral, with respect to the same subject matter. Except as expressly stated herein, the Agreement cannot be modified or amended by waiver, course of dealing or otherwise. **Please note that your rights might vary by province.** Staples is not responsible or liable for failing to meet obligations due to causes beyond its reasonable control, including work stoppage, labour disputes and strikes, acts of nature and all force majeure events. Staples is entitled to and does rely upon the authority of the person holding itself out or acting as the customer or an authorized representative of the customer and agreeing to and/or accepting the Agreement and purchasing Staples Services. You have requested that the Agreement be written in the English language. *Vous avez demandé que le présent document ainsi que tous les documents en faisant partie soient rédigés dans la langue anglaise.* The word "**including**" used in this Agreement means including without limitation. Staples may deliver Staples Services to you by an agent, subcontractor, a third party provider or supplier, and all such persons are included in the defined term "**Staples**" as used in the Agreement. Staples may transfer or assign all or part the Agreement including any rights in accounts receivable at any time without prior

notice or consent, but you may not assign or transfer the Agreement, your account or any Staples Service without Staples' prior written consent.

To contact Staples Customer Service by telephone call 1-866-400-8736.

The Staples Service-specific schedules attached to these Terms of Service (each a “**Schedule**” and collectively, the “**Schedules**”) are: (a) Schedule “A” – Staples Online Backup Service; (b) Schedule “B” – Staples Website Hosting Service; (c) Schedule “C” – Staples Website Design and Maintenance Service;; E-Commerce; (d) Schedule “D” – Staples Domain Name Registration Service; (e) Schedule “E” - Staples Online Fax Service; and (f) Schedule “F” - Staples PC Tech Support Service.

## **SCHEDULE "A" TO TERMS AND CONDITIONS OF SERVICE – CLOUD AND INTERNET SERVICES (“Agreement”)**

### **STAPLES ONLINE BACKUP SERVICE**

**1. General.** The Staples Online Backup Service (“**Staples Online Backup Service**” or “**Staples Service**”) is provided to you as Customer by Staples in accordance with the Agreement and this Schedule. Capitalized terms not defined in this Schedule have the meanings given to them in the Agreement.

THIS DOCUMENT CONCERNS YOUR USE OF SOFTWARE, WHICH INCLUDES COMPUTER SOFTWARE PROVIDED TO YOU BY STAPLES AS DESCRIBED BELOW, AND MAY INCLUDE ASSOCIATED MEDIA, PRINTED MATERIALS AND “ONLINE” OR ELECTRONIC USER DOCUMENTATION (COLLECTIVELY, THE “**SOFTWARE PRODUCTS**”). STAPLES DOES NOT OWN THE SOFTWARE PRODUCTS. THE SUPPLIER OF THE SOFTWARE PRODUCTS HAS REQUIRED THAT STAPLES INFORM YOU OF THE RIGHTS AND OBLIGATIONS IN RESPECT OF YOUR USE OF THE SOFTWARE PRODUCTS. PRIOR TO ACCESSING THE STAPLES SERVICE, YOU MUST HAVE READ AND AGREED TO THE TERMS OF THE END-USER LICENSE AGREEMENT (“**EULA**”), THE LANGUAGE OF WHICH HAS BEEN APPROVED BY THE SUPPLIER OF THE SOFTWARE PRODUCTS, AND INCLUDED AS PART OF THE SOFTWARE APPLICATION. YOUR RIGHT TO USE THE SOFTWARE PRODUCTS PROVIDED TO YOU BY STAPLES IS SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT, AND TO YOUR ACCEPTANCE OF AND COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE EULA.

NOTWITHSTANDING THE INCLUSION OF OTHER COMMERCIAL TERMS IN THE EULA, THE EULA BETWEEN YOU AND STAPLES SOLELY INCLUDES THE LICENSE TERMS AND OTHER TERMS GOVERNING THE AUTHORIZED USE OF THE SOFTWARE. PAYMENT AND OTHER COMMERCIAL TERMS WITH RESPECT TO THE SOFTWARE ARE GOVERNED SOLELY BY THE AGREEMENT. TO THE EXTENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE TERMS OF THE EULA AND THE TERMS OF THE AGREEMENT WITH RESPECT TO THE USE OF THE SOFTWARE PRODUCTS, THE AGREEMENT SHALL GOVERN.

**2. The Staples Service and Fees.** The Staples Service and Fees are described within the web pages located at cloud.staples.ca (“**Website**”). Review these pages for the various characteristics of the Staples Service including any minimum system requirements. You shall pay the Fees as and when due.

Subject to Staples' acceptance of your registration and your compliance with the terms of the Agreement, Staples will establish online data and file access and a secure backup account in your name on servers (“**Servers**”) made available by Staples or its authorized third party providers. Your subscription to the Staples Service will allow you to (a) back up (or incrementally back up) and store data up to a set data limit, depending on the storage options and associated subscription Fees and in accordance with the parameter settings you choose (“**Customer Data Management Policy**”); (b) retrieve data and files; and (c) share digital content using third party software, subject to Section 3. Unless otherwise agreed upon, the Staples Service options shall be set for you based on the third party provider's default or standard process and settings, which may change from time-to-time and which you may alter subsequent to registering for the Staples Service. You are solely responsible for monitoring the storage capacity you use through the Staples Online Backup Application (“**Application**”) or through your Staples Service Online Portal (“**Portal**”). You must purchase any required additional storage through the Portal or through a Staples ordering process. If you reach your storage capacity you may no longer be able to use the data backup feature of the Staples Service to back up additional data and/or additional Fees may be charged for increased capacity or overage usage. The adjustment of certain settings by you will increase the amount of storage you use. The backup of your data via the Staples Service will require bandwidth which may result in additional costs associated with Internet bandwidth charges which are solely your responsibility.

**3. Service Levels.** Staples and its third party providers will use commercially reasonable efforts to back up (or incrementally back up) files selected by you for backup in accordance with the Customer Data Management Policy (“**Service Levels**”). Staples and its third party providers will not be responsible for any failure to back up or make incremental back ups of any files as a result of (a) scheduled or emergency maintenance; (b) any event caused by the acts or omissions of you or hardware, software and services that are necessary for you to access and use the Staples Service (“**Your Systems**”) and/or equipment; (c) your failure to advise Staples of material or relevant changes to your infrastructure (including installation or upgrade of hardware or software); (d) any failure to back up 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) events of force majeure. Staples and its third party providers are not providing a disaster recovery solution. If you have excluded or failed to select any files or data for your backups, this data will not be available for retrieval.

**4. Security of Stored and Shared Data and Files.** No password-protected system of data storage, retrieval and sharing can be made entirely impenetrable, and therefore, it may be possible for an unauthorized third party to access, view, copy, modify and distribute data and files you store and/or share in your account. As the Staples Service utilizes the public Internet and third party networks to transmit data and files, Staples does not guarantee the security of any content or other information transmitted or shared to or from the Staples Service or your account. Although Staples will use commercially reasonable efforts to protect your data while transferring it via the Internet to the Servers, your use of the Staples Service is at your sole risk and Staples, its affiliates, its agents and suppliers are hereby relieved from all liability in connection therewith. Although you may back up data locally on Your Systems up to a maximum amount set by you, remote backups of data are only possible once a connection to the Internet has been established.

**5. Updates.** You must install updates and patches as requested by Staples or its third party providers.

**6. Renewal.** The maximum number of months of duration of the Term for the Staples Service, including any Renewal Terms, is 36 months. Staples may, in its sole discretion, renew the Term for the Staples Service for an additional period of 12 months, following the expiration of the Term.

**7. Rules and Restrictions.** Staples may impose reasonable rules and regulations regarding the use of the Staples Service from time to time to prevent customer abuse that may affect the Staples Service (e.g. excessive use of bandwidth, uploading of certain file types that pose a potential security risk) or in relation to alterations to the Staples Service in the form of additions of new products or services that are not contemplated by this Agreement. Staples shall impose such rules and regulations on you to the extent necessary to ensure compliance, and you shall be responsible for any additional fees payable to Staples in relation to these additional products or services.

**8. Modifications to the Staples Service.** Staples may modify the Staples Service in accordance with Section 3 of the Agreement 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 to continue using the Staples Service and you shall be subject to and pay increased Fees for such modified Staples Services. All replacements or upgrades to Your Systems are your sole responsibility.

**9. Notification to Staples of Problem with Staples Service.** You must notify Staples of any hidden or latent defect, clock, timer, counter or disabling code, design, routine or virus that would cause the Staples Service to be, without specific user instructions, duplicated, erased, altered, rendered inoperable or otherwise incapable of being used, or otherwise limited or restricted.

**10. Enforcement.** The software and the configuration and methodology of the Staples Service provided to you constitute confidential information belonging to Staples (“**Confidential Information**”). You acknowledge that the Confidential Information is of a special and unique nature and that monetary damages for unauthorized use or disclosure would be inadequate, and therefore, agree that Staples shall also be entitled to temporary or permanent injunctive relief (without any requirement to post a bond) for any unauthorized use or disclosure of the Confidential Information.

**Results of Termination/Suspension.** You must transfer your data to an alternate 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. If Staples terminates your Staples Service

pursuant to any suspension provisions, Staples will purge and erase all online copies of your data 30 days after the Termination Date.

## SCHEDULE "B" TO TERMS AND CONDITIONS OF SERVICE – CLOUD AND INTERNET SERVICES ("Agreement")

### STAPLES WEBSITE HOSTING SERVICE

#### 1. General.

The Staples Website Hosting Service ("**Website Hosting Services**" or "**Staples Service**") is provided to you as Customer by Staples in accordance with the Agreement and this Schedule. Capitalized terms not defined in this Schedule have the meanings given to them in the Agreement.

#### 2. The Staples Service and Fees.

The Staples Service and applicable Fees are described within the web pages located at cloud.staples.ca ("**Website**"). Review the Website for the various characteristics of this Staples Service, including the minimum equipment and software requirements that must be met to utilize the Website Hosting Service. Customer shall pay Fees as and when due.

**Help Desk:** If Customer requires help desk support from Staples, Customer may either (i) call 1-855-791-8970 for technical support, billing or sales issues; or (ii) email support@staplestech.ca for technical support for technical support. Staples help desk representatives will make reasonable efforts to assist with resolving Customer support issues and to contact Customer during normal business hours (EST) on the next business day to help resolve the issue. Customer support issues are distinguished and resolved by level of severity as some issues may not be deemed critical and temporary work around solutions will be provided until a longer-term fix is available. Staples reserves the right, in its sole discretion, to alter the help desk support hours of operations.

#### 3. Fees.

(a) **Set Up and Monthly Fees:** Customer shall pay Staples a non-recurring set-up fee (where applicable) and a monthly recurring fee as set forth in the final package details applicable to the package selected by Customer and as set out on cloud.staples.ca. The non-recurring set-up fee will be charged upon registration and the recurring monthly fee will be invoiced to Customer and payable within 30 days of the invoice date. Some Website Hosting Service upgrades may also incur a one time non-recurring charge to be invoiced to Customer in the following billing cycle. Certain future Staples Services may require an additional set-up fee which will be specified in a Staples invoice

(b) **Account Suspension for Delinquent Accounts:** If after 60 days Customer's account remains outstanding for whatever reason (including Staples' inability to invoice Customer due to Customer's failure to update account/contact information with Staples), Customer's Web site ("**Customer Site**") will be suspended and go into 'archive' mode for a maximum of 30 days ("**Archive Period**"). If the bill is not paid by the end of the Archive Period, the Customer Site will be erased from the archive. Staples will not be responsible for any errors, loss of information or any other mishap that may occur during the Archive Period or after the Customer Site has been deleted and erased. Deleted Customer Site will be archived for a maximum of 7 days prior to permanent deletion. Retrieval of the Customer Site from the archive during the 7 day accessibility period will be, in Staples' sole discretion, on a commercially reasonable basis, at Staples' convenience, and may require Customer to pay additional charges. Users visiting the Customer Site during the Archive Period will view an error or substitute message window until the account is settled. The message will be technical in nature (e.g. "error, website temporarily unavailable") but will not reflect the origin or reason of the cause.

#### 4. Termination.

(a) **Termination of Monthly Agreement:** In addition to and forming a part of the Termination Charges set out in the Agreement, if the Staples Service is cancelled within 90 days of purchase, Customer shall pay an additional charge equivalent to the current domain name registration fees charged by Staples when registering domain names on Customer's behalf. For more information including a listing of Staples' current domain name registration fees, please see cloud.staples.ca. The Termination Charges are a genuine and reasonable estimate of Staples' damages, and are not a penalty. Customer is solely responsible for ensuring that Customer Site has been migrated off Staples servers and that Customer Site and email have been backed-up prior to termination. Staples is not responsible for any data lost as a result of Customer

termination. Restoration of Customer Site may be possible in limited circumstances at Staples' discretion and subject to applicable fees.

(b) **Deletion of Customer Information:** Staples reserves the right, upon termination, to delete any and all information in Customer's account including the order processing information, databases, mailing lists and any Web pages that were generated by the Staples Service.

#### 5. Use of Website Hosting Services: Customer Obligations and Restrictions.

In addition to Customer obligations and restrictions set out in the Agreement, Customer shall adhere to the following obligations and restrictions pertinent to Website Hosting Services:

(a) **Customer Space/Traffic:** Customer's use of the Staples Service will not exceed Staples' applicable stipulated space and traffic limits. Customer acknowledges Staples' right to (i) charge Customer additional fees should Customer bandwidth or storage exceed the Staples Service package it purchased or (ii) force a migration of the Staples Service to a dedicated website hosting account should Customer's traffic, space or usage requirements dictate.

(b) **File Uploads:** Customer is responsible for the uploading of files to the Customer Site, and for maintenance and backup of its content. For the upload of files and content on Customer's hosting space, Customer must retain a copy of the Customer Site.

(c) **Customer Scripts:** Customer is responsible, without Staples' assistance, for the use of scripts, including the provisioning, upload, management and troubleshooting (unless server related) of scripts. Customer may use its own scripts on the server without administration approval. However, if it is determined in Staples' sole discretion that any scripts are in any way affecting the servers, Staples reserves the right, immediately and without prior notice to Customer, to disable the scripting. Customer will be notified after disabling has occurred. More specifically, if a script is found to over-utilize or impact the server in any way, Customer's access to the web directory where scripts are held will be disabled and the scripts will be rendered useless. Customer must then fix the script and prove to Staples that there has been a change. Once Staples receives the details of changes in writing, Staples will turn the scripting back on (usually within 3 days). If the script is not fixed, Customer's access to the web directory where scripts are held will be turned off indefinitely. Customer must then recode the script and prove to Staples that the script will not negatively impact the server, which shall be confirmed in Staples' sole discretion. Once Customer has adequately satisfied Staples that the script is acceptable, Staples will then re-enable the script. If the problem persists, services will be terminated for that Customer and will not be re-enabled. Scripts should be enabled to access files or directories within their own root level. Nothing will be "**registered to the server**" under any circumstance. If a script does not work because of calling outside its directory, Staples will not assume responsibility or offer aid: Customer must troubleshoot the script.

(d) **Survival:** The terms of this Section 5 will survive any termination of the Agreement. Staples reserves the right to define abuse of the Staples Service which may consist of, but not be limited to, impact on one or more of the following: network usage, database links, database size, email storage including storage duration, email spamming, and CPU usage.

#### 6. Use of Services: Staples Rights and Obligations.

In addition to Staples' rights and obligations set out in the Agreement, if the Customer Site degrades the function of the server or causes complaints from other users, Customer will have outgrown the shared server Service and will need to migrate to a dedicated service. Staples reserves the right to terminate the Staples Service upon refusal from Customer to migrate.

## SCHEDULE "C" TO TERMS AND CONDITIONS OF SERVICE – CLOUD AND INTERNET SERVICES ("Agreement")

### CUSTOM WEBSITE and E-COMMERCE DESIGN SERVICES;

(i)

**1. General.** The Staples Website Design and Maintenance Service and Domain Name Management Service ("**Custom Website Service**"), and E-Commerce Service (each a "**Staples Service**" and collectively the "**Staples Services**") are provided to you as Customer by Staples in accordance with the Agreement and this Schedule. Capitalized terms not defined in this Schedule have the meanings given to them in the Agreement.

## 2. The Staples Services.

The Staples Services and applicable Fees are described within the web pages located at cloud.staples.ca. Review these pages for the various characteristics of the Staples Services. Customer may **only** purchase a Staples Service described in this Schedule if it has: (a) already purchased Staples' Website Hosting Service (described in Schedule B); and (b) registered a domain name for the Customer Site (as defined in Section 3(b)).

## 3. Fees.

(a) Customer shall pay Staples, as and when due, the following Fees based on the Staples Service selected in the final package details ("**Final Package Details**"): (i) if purchasing a 12 month package the Fees are payable upfront and are non-refundable; (ii) if purchasing a monthly subscription with a monthly recurring fee; (iii) if applicable, a non-recurring Website Design Service fee or a monthly recurring Website Design Service fee; and (iv) if applicable, a monthly recurring Website Maintenance Service fee.

(b) Customer may also order upgrades and/or additional services complementary to its website ("**Customer Site**") that also carry additional monthly recurring or one time fees and charges. Such services will be ordered using the online web ordering tool.

(c) If Customer's account remains outstanding after 60 days, the Customer Site will go into 'archive' mode for a maximum of 60 days, not guaranteed. If the account is not paid by the end of the archive period, the Customer Site will be deleted and erased from the archive. Staples will not be responsible for any errors, loss of information or any other mishap that may occur following the first non-payment. Retrieval of the Customer Site from the archive will be on a best effort basis. Users visiting the Customer Site during the archive period will view an error or substitute message window until the account is settled. The message will be technical in nature (eg. "error; unavailable") but will not reflect the origin or reason of the cause.

## 4. Termination.

(a) Staples reserves the right, upon termination, to delete any and all information in Customer's account including the order processing information, databases, mailing lists and any Web pages that were generated by the Staples Service.

(b) The following additional term applies only to the Custom Website Service:

(i) Notwithstanding Section 9 of the Agreement, Customer expressly agrees, with the intent that this paragraph overrides Section 9 of the Agreement, that where the Staples Service is on a 12 month MCP, Customer may terminate the Staples Service without cause prior to the end of the 12 month MCP by giving Staples 30 days prior written notice and by paying Staples in full the remaining amount owing on the 12 month MCP. If Customer terminates the Staples Service as a result of a material change in the Staples Service by Staples, Customer shall not be required to pay any remaining balance owing on the MCP, but Staples will not refund any Fees paid in advance for the unexpired portion of the MCP. Where the Website Design Service (defined in Section 8) is terminated before the Customer Site has been accepted, any payments for such Staples Service not paid as of the date of termination shall become immediately due and payable. All Fees which are due and payable under this Section 4(b)(i) upon termination represent a genuine and reasonable estimate of Staples' damages and not a penalty.

(c) The following additional term applies only to the E-Commerce Service:

(i) In addition to and forming a part of the Termination Charges set out in the Agreement: (a) if the Staples Service is cancelled within 3 months after Customer has ordered the design of the online storefront component of the Customer Site created and set up by Staples hereunder ("**Storefront**"), and such Storefront has been approved for publication on the Internet; or (b) if Customer fails to register, and/or be approved, for a merchant account, pursuant to Section 7 and, as a result, terminates or cancels the Staples Service, then Customer shall pay Staples an additional charge in the amount of \$99.00, as a genuine and reasonable estimate of Staples' damages, and not as a penalty.

**5. Dealings with Third Parties.** Customer's correspondence or business dealings with any third parties, including any merchants, customers or advertisers, found on, or through, Customer Site or any Staples Service, including payment for and delivery of related goods and services, and all other terms, conditions, representations and warranties related to such dealings, are solely as between Customer and such third parties. Neither Staples nor its third party providers assume any responsibility whatsoever for any charges Customer or any user of Customer Site may incur when making purchases or other transactions in this manner. Customer must ensure compliance with all applicable laws in connection with any such transactions. In addition to the Liability Limitations in Section 18 of the Agreement, Customer agrees that neither Staples nor its third party providers shall be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, any of such dealings or transactions.

**6. Restrictions.** In addition to the restrictions regarding use of Staples Services in the Agreement and the provisions of the AUP, Customer's use of the Staples Services will not exceed Staples' stipulated storage capacity limits applicable to the Staples Service package purchased. Staples may charge Customer additional fees should Customer's used storage capacity exceed its Staples Service package purchased.

**7. Merchant Account.** If Customer is purchasing the E-Commerce Service, Customer must have registered, and been approved, for a merchant account to enable Customer to conduct purchase and sale transactions through the Customer Site and to utilize the E-Commerce Service.

**8. Website Design Services.** If Customer selects Website Design Service (as defined below) in the Final Package Details, or if Website Design Service is included in the Staples Service selected by Customer, Staples shall use reasonable efforts to furnish to Customer a Customer Site that meets the requirements outlined in the Website Specification (as defined below) provided to Staples by Customer within the Design Timeline (as defined in Section 10), provided that Customer does not request additional changes, modifications, customized designs or similar non-standard work ("**Custom Modifications**"). Custom Modifications are only available to Customer who purchase the Custom Website Service. If Customer requests Custom Modifications, Staples shall furnish to Customer the Customer Site at a time designated by Staples. Such Custom Modifications may be subject to additional terms and conditions and charges, provided by Staples at the time of the Custom Modification request, based on the nature of the Custom Modifications being requested. The following definitions shall have the meanings set out below:

(a) "**Website Specification**" means the specifications requested by Customer as set out on the electronic form completed and submitted by Customer to Staples, including contact and billing information, Website Content (as defined below), and Website Design Criteria (as defined below).

(b) "**Website Content**" means all content or information (including any text, music, sound, photographs, video, graphics, data, or software), trademarks, trade names, trade styles, logos and other intellectual property in any medium, provided by Customer to Staples.

(c) "**Website Design Criteria**" means the Website Template (as defined below) selected by Customer, whether Customer is requesting a standard website design or a website design with Custom Modifications, and specifications of Custom Modifications, if applicable.

(d) "**Website Design Services**" means the services provided by Staples and its third party providers to develop a website.

(e) "**Website Template**" means any of the available standard templates (including any images, designs and audio clips) provided by Staples that Customer may choose from for its Customer Site.

## 9. Proprietary Rights.

(a) For Customers purchasing the Web Design Service or E-Commerce Service, title to any Website Templates provided as part of the Staples Services, including all related software, hardware and documentation and any other materials created or provided by Staples and used by Customer or its end users hereunder in connection with the Staples Service, including the completed Customer Site, at all times remains with Staples or its third party providers. Customer and its end users do not acquire any title or property rights in such Website Templates, the Customer Site or the intellectual property related thereto. Staples hereby grants to Customer a non-exclusive, perpetual, royalty-free, non-

transferable right to use the Website Templates in connection with the Customer Site. Customer shall not reproduce, modify, reverse engineer, or create derivative works of the Website Templates except as performed or authorized by Staples. Customer shall retain all rights of ownership to all information originating from Customer and published on the Customer Site.

(b) For Customers purchasing the Custom Website Service, title to any Website Templates provided as part of such Staples Service, including all related software, hardware and documentation provided by Staples and used by Customer or its end users hereunder at all times remains with Staples or its third party providers. Customer and its end users do not acquire any title or property rights in such Website Templates or the intellectual property related thereto. Staples hereby grants to Customer a non-exclusive, perpetual, royalty-free, non-transferable right to use the Website Templates in connection with the Customer Site. Customer shall not reproduce, modify, reverse engineer, or create derivative works of the Website Templates except as performed or authorized by Staples. Customer shall retain all ownership rights, title and interest in the Customer Site and the Website Content.

## 10. Provision Of Website Content.

(a) **Custom Website Service Consultation:** For Customers ordering and purchasing the Custom Website Service, Staples will provide a consultation between Customer and a Staples or third party provider design consultant. Customer will provide the consultant with the Website Content that it wishes to have published to the Customer Site, and the text and images that it wishes to use on the Customer Site. Once the Website Content has been collected, Customer may upload the Website Content to the web-based **"Docket Management System"** through a user account provided by the consultant. Customer's obligations with respect to the Customer Site design process are provided in more detail [here](#) (**"Roles and Responsibilities Document"**). The Roles and Responsibilities Document also outlines the Customer Site design project timelines (**"Design Timeline"**).

(b) **Review of Completed Created Website:** Customer is notified once the Customer Site is complete and is directed to where it is temporarily deployed. Once approved by Customer, the Customer Site is then deployed to Customer's URL.

(c) **Deemed Acceptance:** The Customer Site shall be deemed accepted by Customer at the end of the Design Timeline (provided that the Design Timeline shall be extended by each business day that Staples or its third party providers is delayed in complying with its responsibilities set out in the Design Timeline). Any further changes to the Customer Site required after deemed acceptance shall be addressed during the 30 day minor changes period that follows the Design Timeline.

(d) **File Uploads:** For the upload of files and Website Content on Customer's hosting space, Customer must retain a copy of the Customer Site. Customer is entirely responsible for the upload and maintenance of the Website Content.

(e) **Scripts:** Customer is responsible for the scripts, including provisioning, upload, management and troubleshooting (unless server related). Customer may use its own scripts on the server without Staples approval. If the scripts are in any way affecting Staples' or its third party providers' system or servers, Staples reserves the right to disable the scripting, upon notification to Customer. Customer must then recode the script and prove to Staples that the script will not negatively impact or affect the server. Upon confirmation, Staples will then re-enable the script. If the problem persists, the Staples Service will be terminated for Customer and will not be re-enabled. More specifically, if a script is found to over-utilize the server in any way, access will be disabled and the scripts will be rendered useless. Customer must fix the script and prove to Staples that there has been a change. Once Staples receives the details of changes in writing, Staples will turn the scripting back on (usually within 3 days). If the script is not fixed, access will be turned off indefinitely. Scripts should be enabled to access files or directories within their own root level. Nothing will be **"registered to the server"** under any circumstance. If a script does not work because of calling outside its directory, Staples will not assume responsibility or offer aid; Customer must troubleshoot the script.

## 11. Website Maintenance Services.

(a) **"Website Maintenance Services"** means the services provided by Staples and its third party providers in maintaining the Customer Site and the Website Content.

(b) **Help Desk Support:** If Customer requires help desk support from Staples, Customer should call 1-855-791-8970 and inform the operator of the nature of the problem. Staples help desk representatives will make reasonable efforts to contact Customer during 9 am to 6 pm (EST) on the next business day to help resolve the issue. Staples reserves the right, in its sole discretion, to alter the help desk support hours of operations.

## (c) Website Maintenance Services:

(i) Unless specified otherwise in the Final Package Details, Website Maintenance Services are on a 12 month MCP.

(ii) If Customer is purchasing the WebDesign Service or E-Commerce Service, Customer will have access to 1 or 1.5 hours Website Maintenance Services consultation time per month. Unused hours cannot be carried over into the month. Website Maintenance Services used by Customer in excess of the limit are billed at Staples' then current hourly rates for such service. Time will be deducted from the hours by the minute based on call time, e-mail composition time and development time.

(iii) If Customer is purchasing the Custom Website Service, Customer may purchase, at Staples' then-current rates, Website Maintenance Services consisting of various hours of consultation time and project build time per month MCP. Unused hours cannot be carried over into the next month MCP. Website Maintenance Services used by Customer in excess of the month limit are billed at Staples' then current hourly rates for such service. Time will be deducted from the hour by the minute based on call time, e-mail composition time and development time.

(iv) The activities that the Website Maintenance Services hours can be used towards for each Staples Service are set out and described in the web pages located at [cloud.staples.ca](#).

## 12. Digital Content.

(a) Customer may use, modify and publish the **"Digital Content"** (meaning the images, photographs, templates, animations, video, audio, music, text and "applets", owned by Staples or its licensors, and provided to Customer by Staples) in accordance with the Agreement, including by incorporating the Digital Content into original work and publishing such work on a website, provided that such Digital Content is incorporated for viewing purposes only, no permission is given to download or save the Digital Content for any reason and the applicable Fees have been fully paid by Customer.

(b) Customer may not, at any time:

(i) post website containing the Digital Content on servers other than those owned or operated by Staples and its third party providers and licensors;

(ii) use the Digital Content for any purposes, if Customer is no longer paying the Fees;

(iii) use the Digital Content to create printed or hard copy documents or make copies of it except if permitted in the Agreement, or in website design whereby the Digital Content is in a format designed or intended for storage or re-use by others;

(iv) use the Digital Content in electronic format, on-line or in multimedia applications unless the Digital Content is incorporated for viewing purposes only, and no permission is given to download or save the Digital Content for any reason;

(v) use or permit the use of the Digital Content or any part thereof as a trademark or service mark, or with images of identifiable individuals, products or entities in a manner that suggests their association with or endorsement of any product or services, or claim any proprietary rights of any sort in the Digital Content or any part thereof;

(vi) use the Digital Content to create scandalous, obscene, defamatory or immoral works, or for any purpose which is prohibited by law;

(vii) translate, reverse engineer, decompile, or disassemble the Digital Content, or rent, lease, assign, transfer or redistribute the Digital Content or a copy thereof, to another person or legal entity.



(c) All ownership rights, including copyright and all other rights, to the Digital Content shall remain with Staples and its licensors and third party providers.

(d) Staples may cease providing certain components of the Digital Content ("**Discontinued Component**") from time to time, and Staples shall notify Customer that the Discontinued Component may no longer be used as part of a website design, template layout or larger work.

(e) Any rights granted by Staples with respect to works created by Customer that embody the Digital Content, and existing at the time of the notice of Discontinued Component shall survive, except that Customer shall not use the Discontinued Component as part of a material change to a website design or template, or as part of any larger work.

(f) Customer shall and does hereby indemnify Staples, Staples' licensors, third party providers, suppliers and affiliates against any losses, expenses, costs or damages incurred by any or all of them as a result of Customer's breach of these terms and conditions, or Customer's unauthorized use of the Digital Content and related rights.

**13. Marketing of Customer Site.** Staples shall use commercially reasonable efforts to market and generate Internet visibility of the Customer Site once it is accepted by Customer, provided that Staples does not guarantee any level of Internet visibility of the Customer Site, nor does Staples warrant, represent or covenant that certain results shall be obtained by Customer from use of the Staples Services.

**14. Domain Registration.** If Staples initiates a new domain name registration and/or transfers an existing domain name process on Customer's behalf as a result of a special promotion offered by Staples, Customer is responsible for all domain name registrations and renewals subsequent to the initial registration. Staples may charge Customers for domain registration, unless otherwise specified in the promotional materials. For domain names using the ".ca" domain, Customer must complete the domain name registration process with the Canadian Internet Registration Authority ("**CIRA**") and shall take all steps and pay all associated fees and charges required to properly register Customer's desired domain name with CIRA. Staples will not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of Customer's failure to properly register its desired domain name with CIRA.

#### **15. Disclaimers.**

(a) Customer assumes all responsibility, liability and risk in downloading or otherwise accessing any data, files or other materials obtained from third parties while using the Staples Service, even if Customer has purchased virus protection services from Staples.

(b) Staples and its licensors and third party providers have no responsibility, liability or risk with respect to the deletion or failure by Customer to properly store email messages.

(c) In addition to Section 16 of the Agreement, Staples makes no warranties, representations, claims, guarantee or condition of any nature whatsoever, expressed or implied, regarding:

(i) the quality, reliability, timeliness or security of the Staples Service; and

(ii) the quality, capabilities, operations, performance or suitability of Customer's (a) hardware; (b) software; (c) communications equipment; or (d) facilities, used in connection with the Staples Service.

### **SCHEDULE "D" TO TERMS AND CONDITIONS OF SERVICE – CLOUD AND INTERNET SERVICES ("**Agreement**")**

#### **STAPLES DOMAIN NAME REGISTRATION SERVICE**

##### **1. General.**

The Staples Domain Name Registration Service ("**DNS Service**" or "**Staples Service**") is provided to you as Customer by Staples in accordance with the Agreement and this Schedule. Capitalized terms not defined in this Schedule have the meanings given to them in the Agreement.

##### **2. The Staples Service and Fees.**

The Staples Service and applicable Fees are described within the web pages located at [cloud.staples.ca](http://cloud.staples.ca) ("**Website**"). Review these pages for the various characteristics of this Staples Service. Customer shall pay Fees as and when due.

Staples shall furnish to Customer the Staples Service, in its capacity as a reseller of domain names, through the resale of domain names provided by third-party Registrars. References throughout the Agreement to a "**registry**" or "**Registrar**" shall refer to the registry administrator of the applicable top-level domain ("**TLD**"). Staples is not responsible or liable for any inaccuracies or errors caused by the responsible domain name Registrar during the registration process. For greater clarity, the terms and conditions set out in this Schedule apply only to domain names registered through or transferred to the DNS Service.

#### **3. Fees.**

Should Customer purchase Staples' Website Hosting Services (defined in Schedule B) in addition to Staples' DNS Service, and the domain name registration Fees have been paid by Staples as part of a promotional offer to Customer for subscribing to Staples' Website Hosting Services, any cancellation of the Website Hosting Service with Staples within 3 months of Customer subscription will result in Customer being charged and liable to pay the domain name registration fee paid by Staples at the date of registering the domain name. Fees payable are non-refundable even if domain name registration is suspended, cancelled, transferred, or otherwise terminated prior to the end of Customer's current registration term.

#### **4. Acceptance of Third-Party Terms and Conditions.**

Customer acknowledges and agrees that Staples is a reseller, not a domain name Registrar charged with maintaining a domain name registry, and as such Customer must (when purchasing a domain name using the DNS Service) read, understand, and agree to be bound by any terms and conditions stipulated by the applicable domain name registration authority or Registrar for that particular registry only. In particular:

(a) "**.ca**" **Domains:** The Canadian Internet Registration Authority ("**CIRA**") requires that all registrants of ".ca" domain names agree to the terms and conditions of the CIRA domain name registry and the CIRA domain name dispute resolution policy ("**CDRP**"). Copies of these terms are available here: [cira.ca/registration](http://cira.ca/registration) and here: [cira.ca/disputepolicy](http://cira.ca/disputepolicy). Customer's use of the DNS Service in any way involving Customer's registered domain name (specifically including using its username or login) constitutes its acceptance of the CDRP and the CIRA terms and conditions.

(b) "**.com**" and other **TLDs:** The Internet Corporation for Assigned Names and Numbers ("**ICANN**") and other domain name Registrars for TLDs require that all registrants of TLDs agree to the terms and conditions of the ICANN uniform domain name dispute resolution policy ("**UDRP**") in addition to the terms and conditions required by the respective domain name registries. A copy of the UDRP is available at: [icann.org/en/udrp/](http://icann.org/en/udrp/). Customer's use of the DNS Service in any way involving its registered domain name (specifically including using its username or login) constitutes Customer's acceptance of the ICANN UDRP and the relevant domain name Registrar's terms and conditions.

For additional TLD extension rules, please see [cloud.staples.ca/tldrules/](http://cloud.staples.ca/tldrules/). The TLD extension rules are provided for Customer's convenient reference only. Staples does not warrant the accuracy of this information. It is Customer's responsibility to ensure it meets all of the domain name extension rules for all domain names it registers, as those rules are amended from time to time.

If you do not agree with the CIRA or relevant domain name Registrar's terms and conditions or agree to adhere to the CDRP or UDRP, as applicable, your sole remedy is to notify Staples immediately and Staples will cancel the applicable domain name registration and you will be subject to any applicable Termination Charges for such cancellation.

#### **5. Domain Name Availability.**

Staples cannot guarantee that the requested domain name will be obtained or is available for registration, despite any WHOIS or availability inquiries that might indicate availability.

#### **6. Premium Domain Names.**

Customer may purchase premium domain names using the Staples Service. Premium domain names are domain names currently registered to third-parties, but available for purchase through a variety of market channels, made available to Staples for resale to its Customers ("**Premium Domain Name(s)**"). Customer must ensure that the Premium Domain Name does not infringe third-party rights, and assumes all risk associated with purchasing the Premium Domain Name. Staples makes no representation or warranty regarding the availability for use of Premium Domain Names, nor does Staples

represent or warrant that the Premium Domain Names will not infringe third-party rights. Staples offers the Premium Domain Name service as a convenience only. Staples charges only the fee set by the current registrant of a Premium Domain Name, and does not add on any additional fees for the Staples Premium Domain Name service. All applicable Registrar transfer fees are included in the selling price. Premium Domain Names are available for purchase online via authorized credit card only.

#### 7. Automatic Renewal.

(a) **General:** Unless Customer notifies Staples a minimum of 30 days prior to the domain name expiration date, Staples will automatically apply to the relevant domain name Registrar for renewal of the domain name registration ("**Automatic Renewal Service**"). Customer may cancel the Automatic Renewal Service by written notice to Staples via email at [autorenew@cloud.staples.ca](mailto:autorenew@cloud.staples.ca) or by contacting Staples customer service.

(b) **Important Notice:** The Automatic Renewal Service is provided as a convenience only, and does not guarantee that the domain name registration renewal request will be submitted to or accepted by the relevant domain name Registrar. It is Customer's obligation to ensure that Customer's domain names have been effectively renewed by the relevant domain name Registrar.

(c) **Terms and Conditions:** All requests for domain name registration renewals are subject to compliance with the applicable domain name Registrar's terms and conditions, and are subject to the Agreement and applicable schedules or appendices.

(d) **Process:** Staples will attempt to renew the domain name registration by submitting a registration renewal request to the applicable domain name Registrar approximately 30 days before the date on which the domain name registration is set to expire. Staples will request that the Registrar renew the domain name registration for the greater of: (i) the time period specified in Customer's initial domain name registration; and (ii) the minimum domain name registration renewal period allowed by the domain name Registrar.

(e) **Other Services:** If a domain name registration renewal request is successful, Staples will automatically renew, for the same period of time as the domain name registration renewal, all of the related Staples Services specified in Customer's Automatic Renewal Service request that are then provided in connection with the renewed domain name (such as, for example, privacy shield services).

(f) **Notification:** After a domain name registration renewal request is processed by the domain name Registrar, Staples will attempt to send an email notice to Customer reporting on the result of the request.

(g) **Fees:** Applicable Fees for renewals of domain name registrations and related Staples Services at Staples' then-current rates will be charged to the credit card on file with Staples for the account. If a domain name registration and related Staples Services are automatically renewed, customer may cancel the renewed domain name registration and related Staples Services at any time, but the fees for the renewed domain name registration and related Staples Services are non-refundable.

(h) **Consequences of Non-Payment:** If the credit card information on file for the account is not current or is not accepted by Staples' payment processing service provider, Staples may in its sole discretion refuse to submit a request for the renewal of domain name registrations or refuse to renew any related Staples Services, all without prior notice to Customer, and as a consequence the domain name registration and related Staples Services may expire. It is solely Customer's responsibility to keep current the credit card and contact information on Customer's account.

(i) **Expiration/Cancellation/Transfer:** If a domain name registration expires, is cancelled or terminated, or is transferred from Staples to a third party Registrar, the Staples Services associated with that domain name may terminate immediately without any notice or liability to Customer or any other third-party. Without limiting the generality of the foregoing, if a domain name registration expires or is cancelled or terminated, Staples may in its sole discretion disable the DNS Service so that the domain name no longer resolves to a website or other Internet resource or direct the domain name to an IP address and website designated by Staples.

#### 8. Termination, Cancellation, Transfer or Suspension.

In addition to the termination rights set out in the Agreement, Staples and the applicable domain name Registrar reserve the right to terminate, cancel, transfer or suspend Customer's domain name registration in the following circumstances:

(a) if information provided by Customer is inaccurate, incomplete, unreliable, misleading, false or secretive, or if Customer has failed to maintain, update and keep Domain Name Account Information (as defined in Section 11) current, complete, true and correct;

(b) if the maintenance of the domain name registration would put Staples or Registrar in conflict with the requirements of applicable laws (including, *inter alia*, applicable federal, provincial, territorial human rights legislation or the Canadian *Criminal Code*);

(c) as required by order or decision under ICANN's UDRP or CIRA's CDRP or an order, ruling, judgment or decision of a court, tribunal, board, administrative body, commission or arbitrator; or

(d) if Customer engages in any activity which, in Staples' sole discretion, may bring or is designed to bring Staples or the Registry into disrepute or expose Staples or the Registry to prosecution or legal action or is contrary to Staples' AUP as updated from time to time.

#### 9. Domain Name Expiry and Deletion.

Customer's rights in and to a registered domain name are extinguished upon the expiry of the domain name registration. However, if Customer's domain name registration expires, Customer may have a limited period of time after the expiry date ("**Grace Period**") to renew the domain name registration, depending on the applicable Registrar's policies and procedures. If Customer does not renew the domain name registration before the end of the Grace Period, if applicable, the domain name registration will be deleted and the domain name will be available for registration by any person on a first-come-first-served basis. During the applicable Grace Period, the domain name will be automatically pointed to a parking page designated by Staples. The availability and duration of the Grace Period varies by Registrar and/or extension, will depend upon the rules specified by the responsible domain name Registrar and Staples' implementation of those rules, and may change from time to time without notice to Customer. Information regarding the Grace Periods for domain names is available upon request from [cloud.staples.ca](http://cloud.staples.ca) or may be found in the rules and regulations of the responsible domain name Registrar. In some circumstances, it may be possible to redeem a deleted domain name within a limited period of time after the end of the Grace Period, but this will depend upon the rules specified by the responsible Registrar (including payment of additional fees). Upon request, Staples may, in its sole discretion, reasonably assist you to attempt to redeem a deleted domain name upon payment of applicable service charges.

#### 10. Parking Page.

Customer hereby grants to Staples a non-exclusive, fully paid-up, royalty free right and license to use the registered domain name for the purposes of displaying a "**parking page**" until such time as Customer DNS resolves to Customer's active website.

#### 11. Customer Representations and Warranties.

Customer represents, warrants, and covenants as follows:

(a) any domain name requested, registered or used by Customer will not infringe upon any trademark, trade name, copyright, personality right or any other intellectual property right of a third party;

(b) Customer will adhere to the applicable domain name Registrar's dispute resolution policy and terms and conditions;

(c) all statements, contact information and account information provided when completing Customer's domain name application are current, complete, true and correct as required by the applicable registration process and shall be maintained and updated as such throughout the term of the domain name registration ("**Domain Name Account Information**");

(d) Customer's registration of the requested domain name is for a legitimate business purpose and Customer's domain name will not be used in bad faith; and

(e) Customer has all third-party authorizations and consents necessary to allow Customer to provide Staples with instructions and information, and permits Staples to use and disclose such information as required to provide Customer with the Staples Services in accordance with the Agreement.

## 12. Customer Information/Privacy Shield.

When you, as Customer, purchase the Staples Service, you expressly consent and grant Staples permission to publicly disclose information, **in addition to** the information disclosed by Staples pursuant to Section 11 of the Agreement, regarding your Domain Name Account Information and your use of the Staples Service as deemed in Staples' sole discretion as appropriate (including through a searchable database accessible to the public over the Internet or in bulk format to Registrars and other relevant third-parties). This consent also specifically applies to the public disclosure of the following WHOIS information relating to each domain name registered using the Staples Services: the registered domain name, the name, postal and email addresses and telephone, fax numbers of Customer, Customer's organization, and technical and administrative contacts, the full hostnames and Internet protocol addresses of the primary and secondary name servers and the corresponding names of those name server hosts, the domain name registration creation, modification and expiry dates, and the status of the domain name registration including whether it is locked, suspended or being transferred. For TLDs other than .ca, you must call the Staples help desk at 1-866-303-0332 (option #2) to request a privacy shield to hide your WHOIS information from public display. You acknowledge and agree that until such time as you call Staples to specifically request a privacy shield service, and Staples updates your file accordingly, your WHOIS information **will be** publicly disclosed. If you do not agree with this policy, your sole remedy is to cancel the DNS Service. You will not be refunded any registration fees, and may be charged additional Termination Charges, if applicable.

## 13. Interpretation and Precedence.

To the extent that this Schedule conflicts or is inconsistent with any term, condition, policy or procedure of an applicable registry, the term, condition, policy or procedure of the applicable registry shall prevail.

### SCHEDULE "E" TO TERMS AND CONDITIONS OF SERVICE – CLOUD AND INTERNET SERVICES ("Agreement")

#### STAPLES ONLINE FAX SERVICE

##### 1. General.

The Staples Online Fax Service ("**Staples Online Fax Service**" or "**Staples Service**") is provided to you as Customer by Staples in accordance with the Agreement and this Schedule. Capitalized terms not defined in this Schedule have the meanings given to them in the Agreement.

##### 2. The Staples Service and Fees.

The Staples Service and applicable Fees are described within the web pages located at cloud.staples.ca ("**Website**"). Review the Website for the various characteristics of the Staples Service. Customer shall pay Fees as and when due.

##### 3. Staples Internet Fax Service Usage; Staples Internet Fax Toll-Free Service Usage.

As a Customer of Staples' toll free service, you will receive a toll-free Staples Internet Fax Service number from which you may receive faxes. You will be charged a monthly usage fee (as set forth in your Service order) based on the combined number of fax pages sent and received according to your subscribed plan. Additional pages both sent and received above your subscribed plan's monthly allotment will be charged per page at the overage rate displayed on cloud.staples.ca. You may send faxes via the online fax management interface and may subscribe for additional services subject to the terms and conditions of the Agreement.

##### 4. Storage of Faxes.

Staples will store fax messages sent and/or received through your Staples Internet Fax online interface for a period of 30 days, measured from the date of receipt of each fax. These faxes are accessible through the Staples Internet Fax management interface. Staples may change its practices and limitations concerning storage of fax messages, including without limitation, the maximum number of days that faxed messages will be retained, the maximum number of messages stored at any one time, and the maximum storage space that will be allotted on Staples' servers on your behalf, at any time. Staples has no responsibility or liability whatsoever for the deletion or failure to store any fax messages and/or other communications maintained or transmitted by the Staples Service.

##### 5. Unsolicited Fax Advertisement/Spam Drop-Box Policy; Unsolicited Fax Advertisement Policy.

The transmission of unsolicited fax advertisements is illegal in the United States under the Federal Telephone Consumer Protection Act (<http://www.fcc.gov/cgb/consumerfacts/unwantedfaxes.html>) and pursuant to the CRTC's Unsolicited Telecommunications Rules (<http://www.crtc.gc.ca/eng/archive/2007/dt2007-48.htm>) and is also illegal under the laws of a number of other countries, states and provinces. Distribution of unsolicited fax advertisements through the Staples Online Fax Service is prohibited. If you believe that you are in receipt of an unsolicited fax advertisement, we ask that you take the following two steps:

(a) If the fax contains a telephone number, fax number, or other contact information to "unsubscribe" from receipt of additional junk faxes, please do so; and

(b) Please forward the spam fax by email to spamabuse@staples.ca to file a complaint with Staples by inserting the required information (fax number received from and date received) and including a copy of the offending fax.

You hereby acknowledge and agree that Staples, as owner of all Staples Online Fax Numbers, has any and all rights to assert any and all legal claims available against any third party as a result of your receipt of any unsolicited faxes, and to the extent you do have any rights to bring any such claims, you hereby assign any and all such rights to Staples.

Because our Staples Internet Fax Numbers may be reassigned to other customers if your account is cancelled, and to ensure the best possible service for all customers, you are not permitted to "opt in" to receive spam faxes on your Staples Internet Fax Number. You may not use your Staples Internet Fax Number as a "drop-box" for responses to email or fax spam offers. If you believe you are in receipt of email or fax spam that uses a Staples Online Fax Number as a "drop-box" for responses, we ask that you take the following steps:

(a) If the email or fax contains an email address, telephone number, fax number, or other contact information to "unsubscribe" from receipt of additional messages, please do so;

(b) If you are unable to successfully "unsubscribe," please forward the offending email to spamfaxabuse@staplestechnology.ca. We will investigate your complaint and determine if the fax/voicemail number referenced in the spam email or spam fax is a Staples Internet Fax Number. If it is, we will attempt to contact you and, if necessary and appropriate, terminate the Staples Internet Fax Service.

### SCHEDULE "F" TO TERMS AND CONDITIONS OF SERVICE – CLOUD AND INTERNET SERVICES ("Agreement")

#### STAPLES MAIL SERVICE

##### 1. General.

The Staples Mail Service ("**Staples Mail Service**" or "**Staples Service**") is provided to you as Customer by Staples in accordance with the Agreement and this Schedule. Capitalized terms not defined in this Schedule have the meanings given to them in the Agreement.

##### 2. The Staples Service and Fees.

The Staples Service and applicable Fees are described within the web pages located at cloud.staples.ca ("**Website**"). Review the Website for the various characteristics of the Staples Service. Customer shall pay Fees as and when due.

The following is a general description of features that may be included with this Staples Service, depending on which package you purchase, and all subject to change in accordance with the Agreement:

(a) e-mail address accounts and aliases associated with those accounts;

(b) Internet based e-mail accounts where available;

(c) anti-spam filtering;

3. You agree to use the Staples Service provided to You hereunder only for Your lawful, appropriate, and permitted internal purposes hereunder. In no event may You resell the Staples Service. In addition, You may not use the Staples Service if You are a competitor of Staples or its third party service providers (as determined by Staples in its sole discretion). In the event that your use of the Staples Service violates any law, rule or regulation or this Agreement, Staples shall have the right to immediately terminate this Agreement and pursue any and all its other remedies.

4. Staples may terminate any Staples Service immediately and without prior notice (termination for cause) for any of the following reasons: any material breach of this agreement, which includes any failure to make payment when due, violation of the Staples' Acceptable Use or No-Spam Policies; or any non-material breach of this Agreement which remains uncured beyond a reasonable time after breach notification; and failure to provide and keep current all administrative contact and billing information. In the event of termination for cause, Staples shall not refund any paid fees. Termination for cause will not cancel or waive any fees owed to Staples as per this Agreement.

## **SCHEDULE "G" TO TERMS AND CONDITIONS OF SERVICE – CLOUD AND INTERNET SERVICES ("Agreement")**

### **STAPLES HOSTED EXCHANGE INTERNET MAIL SERVICE**

#### **1. General.**

The Staples Hosted Exchange Internet Mail Service ("**Staples Hosted Exchange Internet Mail Service**" or "**Staples Service**") is provided to you as Customer by Staples in accordance with the Agreement and this Schedule. Capitalized terms not defined in this Schedule have the meanings given to them in the Agreement.

#### **2. The Staples Service and Fees.**

The Staples Service and applicable Fees are described within the web pages located at cloud.staplestechnology.ca ("**Website**"). Review the Website for the various characteristics of the Staples Service. Customer shall pay Fees as and when due.

The following is a general description of features that may be included with this Staples Service, depending on which package you purchase, and all subject to change in accordance with the Agreement:

- (a) Microsoft Exchange Hosting
- (b) Microsoft Sharepoint Hosting;
- (c) ActiveSync

3. The Staples Hosted Exchange Internet Mail Service is strictly reserved and provided to businesses and is not for consumers. YOU REPRESENT AND WARRANT THAT YOU OR, IF APPLICABLE, THE PERSON THAT YOU ACT FOR FOR THE PURPOSES HEREOF AS DULY AUTHORIZED REPRESENTATIVE, ARE A BUSINESS OR A MERCHANT, AND THAT YOU ARE BUYING STAPLES SERVICE FOR BUSINESS PURPOSES ONLY. IF YOU ARE A CONSUMER OR ARE NOT BUYING STAPLES SERVICE FOR BUSINESS PURPOSES, DO NOT PROCEED WITH ORDERING OR USING THE SERVICE.

4. BY CLICKING "I AGREE", ORDERING AND/OR USING STAPLES' SERVICE, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS SERVICE SCHEDULE, THE TERMS AND CONDITIONS OF SERVICE – CLOUD AND INTERNET SERVICES, AND THE ATTACHED APPENDIX A: MICROSOFT SOFTWARE USE-TERMS AND CONDITIONS, STAPLES' ACCEPTABLE USE POLICY, STAPLES' SERVICE LEVEL AGREEMENT, STAPLES' PRIVACY POLICY AND STAPLES' NO-SPAM POLICY.

5. You agree to use the Staples Service provided to You hereunder only for Your lawful, appropriate, and permitted internal purposes hereunder. In no event may You resell the Staples Service. In addition, You may not use the Staples Service if You are a competitor of Staples or its third party service providers (as determined by Staples in its sole discretion). In the event that your use of the Staples Service violates any law, rule or regulation or this Agreement, Staples shall have the right to immediately terminate this Agreement and pursue any and all its other remedies.

6. Staples may terminate any Staples Service immediately and without prior notice (termination for cause) for any of the following reasons: any material breach of this agreement, which includes any failure to make payment when due, violation of the Staples' Acceptable Use or No-Spam Policies; or any non-material breach of this Agreement which remains uncured beyond a reasonable time after breach notification; and failure to provide and keep current all administrative contact and

billing information. In the event of termination for cause, Staples shall not refund any paid fees. Termination for cause will not cancel or waive any fees owed to Staples as per this Agreement.

7. TERMINATION OF YOUR ACCOUNT WILL NOT CANCEL OR WAIVE ANY FEES OWED TO STAPLES AS PER THIS AGREEMENT. YOUR DATA AND ACCOUNT SETTINGS SHALL BE IRREVOCABLY DELETED 30 DAYS FROM THE DATE OF TERMINATION (OR AS OTHERWISE SET FORTH IN THE SLA) UNLESS YOU HAVE BY SUCH DATE PAID ALL AMOUNTS AND DAMAGES OWED TO STAPLES, INCLUDING WEB SITE CONTENT, DATABASES, AND EMAIL MESSAGES. IT SHALL BE YOUR SOLELY AND EXCLUSIVE RESPONSIBILITY TO SECURE ALL NECESSARY DATA FROM YOUR ACCOUNT PRIOR TO TERMINATION.

8. Excess use. You shall monitor and maintain Your accounts within all plan-specified limits and in a manner that does not disrupt the activities of other Staples customers. In the event Your usage exceeds the limits for Your account or may disrupt the activities of other Staples customers, You agree Staples may, in its sole discretion, (i) charge You for such excess usage via Your credit card, (ii) upgrade You to a plan or increase the limits on Your account to address this excess usage, and/or (iii) suspend or terminate Your account for cause. Usage and associated charges for excess usage shall be determined based solely upon Staples' collected usage information. Unused monthly allotments shall not accrue or carry over from one month to any other month. Upon any upgrade or increase on the limits of Your Account, You shall be responsible for the new costs and fees.

9. Staples may, in its sole discretion, reject material, data, software or products that You have placed, attempted to place, or have requested be placed on Staples' servers. Staples shall notify You of its rejection and provide You with an opportunity to amend or modify such material, data, software or products to meet the requirements of Staples.

10. Any material, data, software or products placed on Staples' servers by or through You shall be free of any and all malicious code, including disabling devices, drop dead devices, time bombs, trap doors, trojan horses, worms, computer viruses and mechanisms that may disable or negatively impact the servers.

11. STAPLES PROVIDES SERVICES ON AN "AS IS", "WHERE IS" BASIS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTIES, CONDITIONS OR REPRESENTATIONS ALL OF WHICH ARE DISCLAIMED, WAIVED AND EXCLUDED. YOU EXPRESSLY AGREE THAT ANY AND ALL USE OF SERVICES IS AT YOUR RISK AND PERIL. ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR LEGAL, WHETHER ARISING BY LAW, CONTRACT, STATUTE, USAGE OF TRADE, CUSTOM, COURSE OF DEALING OR PERFORMANCE, OR THE PARTIES' CONDUCT OR COMMUNICATIONS WITH ONE ANOTHER, OR WHETHER ARISING AS RESULT OF THE NATURE OF THIS AGREEMENT OR IN CONFORMITY WITH USAGE, EQUITY OR LAW, OR OTHERWISE, INCLUDING ANY AND ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS OF TITLE, OWNERSHIP (INCLUDING BUT NOT LIMITED TO THE WARRANTY THAT THE RELEVANT PROPERTY IS FREE OF ANY OTHER RIGHTS OR CHARGES), NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR OR GENERAL PURPOSE, QUALITY AND WORKMANSHIP, ARE HEREBY DISCLAIMED, WAIVED AND EXCLUDED.

12. You are fully responsible for the content of the information and data passing through Staples' network or using the Services and for all activities that You conduct with the assistance of the Services.

13. You hereby represent and warrant to Staples that You have the right to use any patented, copyrighted, trademarked or proprietary material which You use, post, or otherwise transfer to or by way of Staples' servers.

14. You are responsible for and must provide all phones, phone services, computers, software, hardware, and other services necessary to access the Services. Staples makes no representations, warranties, or assurances that Your equipment will be compatible with Staples services.

**SCHEDULE "H" TO TERMS AND CONDITIONS OF SERVICE –  
CLOUD AND INTERNET SERVICES ("Agreement")**

**STAPLES PC TECH SUPPORT SERVICE**

(i) 1

**1. General.** The Staples PC Tech Support Service ("**Staples PC Tech Support Service**" or "**Staples Service**") is provided to you as Customer by Staples in accordance with the Agreement and this Schedule. Capitalized terms not defined in this Schedule have the meanings given to them in the Agreement.

**2. The Staples Service and Fees.** The Staples Service and applicable Fees are described within the web pages located at cloud.staples.ca ("**Website**"). The Staples Service may include (depending on specific product package selection): (a) limited Customer assistance/technical support; (b) coaching regarding how to execute the standard features of the PC operating system and eligible application software ("**Customer Support**"); and (c) remote monitoring support to assist pre-emptive computer monitoring ("**Remote Monitoring**"). Please review the Website for the various characteristics of the Staples Service, including the Staples Service specific minimum system requirements ("**Minimum Requirements**") that you must ensure your (and all users') systems meet. You shall pay Staples, as and when due, the Fees for the Staples Service, including Fees relating to Customer Support, set out below and as amended from time to time.

**3. Registration.** You must (a) provide basic information about the computer(s) or laptop(s) for which you wish to purchase the Staples PC Tech Support Service; and (b) register such computer(s) or laptop(s) with Staples ("**Registered Equipment**"). Failure to keep your registration information up to date could result in termination or suspension of the Staples Service. Your Registered Equipment must be in good working condition and meet the Minimum Requirements prior to registration, and any faults detected during the initial registration of your Registered Equipment will be recorded as pre-existing defects. All defects must be repaired prior to commencement of the Staples Service. Once you have provided accurate and complete information to Staples, Staples will provide instructions to download files and launch and install the Staples Tech Support Service. Failure to complete the registration and installation process may result in a delay in coverage and preclude you from filing a Claim (as defined in Section 7). If during the initial registration Staples determines, in its sole discretion, that the Registered Equipment is not in good working condition or does not meet the Minimum Requirements, Staples will: (a) notify you that you are not eligible for the Staples Tech Support Service; (b) remove any PC Protect Software (as defined in Section 6) from your Registered Equipment; and (c) refund any Fees paid by you for the Staples Service. If you do not register your computer(s) or laptop(s) within 30 days of purchasing the Staples Service, you shall not be eligible for any refund.

**4. Software.** In addition to your obligations pursuant to Section 14 and Section 21 of the Agreement, you shall review and agree to the terms and conditions of the applicable software license agreement presented during the installation process and/or during your use of any software (including the PC Protect Software) made available by Staples or its third party providers in connection with the Staples Service ("**Software**"). You shall not save or copy in whole or in part, any Software except for back up or archival purposes. You agree that (a) all risk associated with the use of, or reliance on, the Software rests with you; (b) Staples will not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, the Software, including the failure of such Software to meet your needs, standards, expectations or desired specifications; and (c) you shall not remove any copyright or other proprietary notices placed on the Software or related documentation.

**5. Remote Access, Customer Consent and Responsibilities.** For Staples to provide the Staples Service to you, you grant Staples or its third party providers access to take control of and make changes to your Registered Equipment and/or software by remote control, including the installation and where applicable de-installation of certain software, with due notice to you, and you hereby consent to such actions. You are responsible at all times to back up any data, software, information and any other files stored on your Registered Equipment disk or drives. Staples will not be responsible under any circumstances for any loss or corruption of data or software. You shall ensure that you have adequate and sufficient knowledge, experience and technical skills to make use of and benefit from the Staples Service and shall review all

materials and information in relation to the Staples Service. You agree that you are aware of the exclusions from the Staples Tech Support Service set out at , and you must ensure that the Staples Tech Support Service offers the type of coverage appropriate to and required by you prior to purchase. In addition to the provisions regarding maintenance of equipment pursuant to Section 7 or the Agreement, failure to follow any manufacturer's maintenance and service guidelines regarding Registered Equipment may result in the denial of coverage of the Registered Equipment.

**6. Customer Support.** Support is initiated by clicking on the web link provided via email after registration for Staples PC Tech Support. This will initiate the first PC health check and tune-up ("**PC Health Check and Tune-Up**") and install laptop theft protection software and install the Staples Tech Support chat icon on your desktop ("**PC Tech Support Software**"). Upon completion of the PC Health Check and Tune-Up, you will receive a detailed report including recommendation to correct any deficiencies or conditions discovered that may adversely affect system reliability, performance and security. System eligibility for the hardware warranty coverage will also be provided.

(a) **First Level Support:** If you require remote diagnostic assistance and technical support for Registered Equipment and applications, you may initiate an on-line chat with a Staples Service certified technician ("**First Level Support**"). You will be required to provide consent prior for each occurrence of remote diagnostic assistance. Chat service is available 24 hours a day, 7 days a week, with the exception of statutory holidays.

(b) **Second Level Support:** If (a) it is determined during First Level Support that the issue cannot be resolved and is within the scope of Staples' Tech Support Service definition; then "911" Telephone support will be made available to you or you will be referred back to a Staples location for hardware support ("**Second Level Support**"). You are required to perform all data and software back-ups to protect yourself from potential loss. Staples is not responsible for any data lost or damaged during support or a repair provided as part of the Staples Service. Additionally, a service charge may apply each time Second Level Support is provided to you, depending on your geographical location and needs. Current service charges range from \$65.00 to \$85.00 but are subject to change pursuant to the Agreement.

**7. Customer Responsibilities:**

(a) You must permit access through your configured firewalls or otherwise allow the regular, unimpaired transmission of communications and other data between your Registered Equipment and Staples' third party provider's management console to enable the Staples Service.

(b) For multi-boot configurations, you must obtain a separate service and install a separate PC Tech Support Software for each instance of the operating system installed on the Registered Equipment.

(c) You must not use geo-location and capturing features of the Staples Service without the clear consent of all users, custodians and possessors of the Registered Equipment. You must obtain and maintain such consent prior to using geo-location or capturing features or authorizing Staples or its third party provider to provide service that includes such features. You shall indemnify and save harmless Staples and its third party providers, licensors, directors, officers, employees, and agents from and against all costs, including legal fees, losses, and damages of whatsoever nature incurred in any way as a result of such failure.

(d) You acknowledge that certain services provided by Staples may be intrusive and destructive in nature and they may violate privacy of the possessor or user of Registered Equipment and require collection, maintenance and use of personally identifiable information. You hereby confirm, represent and warrant to Staples that you have consent of all users, custodians and possessors of Registered Equipment on which such Staples Service is requested and you have obtained such consent in accordance with all applicable employment, privacy, and other laws, and that you will provide to Staples upon its request, acting reasonably, an original and a copy of such consent.

**8. Abuse of Staples Service.** In addition to the restrictions on the use of the Staples Service pursuant to Section 14 of the Agreement, you shall not seek registration, repair or support of products not belonging to you.

**9. Transfer of Staples Service.** The Staples Service is not transferable to a third party without Staples' prior written consent. The Staples Service may only be transferred to another computer if such computer has been properly registered with Staples as part of the Staples Service. Transferred Registered Equipment is subject to a 30 day waiting period.

**10. Sale or Transfer of Registered Equipment.** You must ensure that you have completed the removal of all components of the Staples Service installed on the Registered Equipment prior to your sale or transfer of the Registered Equipment to another party.

**11. Privacy.** In addition to the provisions regarding privacy and confidentiality in the Agreement, the Staples Service requires that Staples and its third party provider collect information pertaining to you and your computer system configurations. The public Internet and third party networks will be used to provide the Staples Service to you, and information relating to you and your computer system may be transmitted across the Internet. In all cases, information retained by Staples and its third party providers is stored in secure facilities, protected from unauthorized access and kept only as long as is reasonably required. When disclosure of the location of the Registered Equipment is required to provide you with the Staples Service, Staples will first obtain your express consent before using or disclosing the information. The GPS Software installed on the Registered Equipment remains dormant until activated by Staples upon receipt of a Theft Report and your consent. If you do not consent to the activation of the GPS Software installed on the Registered Equipment, Staples will be unable to provide the Theft Recovery and Information Security Component to you. Staples' third party provider will be provided with information necessary for the operation of the Staples Service and to permit such third party provider to provide the Staples Service to you.

## STAPLES INTERNET SERVICES – ACCEPTABLE USE POLICY

### Introduction

Staples Canada Inc. (“**Your Service Provider**”) is committed to being a responsible network citizen. To assist Your Service Provider in protecting the usefulness and enjoyment of the Internet, you agree to abide by the terms of this Acceptable Use Policy (the “**AUP**”). Any violation of this AUP will constitute a violation of the terms of your Staples Service Agreement and may result in the termination of such Staples Service Agreement and/or suspension of your Staples Service thereunder.

If you have any questions about this AUP, do not hesitate to contact Your Service Provider via email at [cloudsupport@staples.ca](mailto:cloudsupport@staples.ca).

For the purposes of this AUP, “**Internet host**” means any computer or electronic device connected to the Internet. Terms not otherwise defined in this AUP will have the meanings set out in the Staples Service Agreement.

### General

Your Staples Service is solely for commercial use; without limitation, you may not use the Staples Service or any equipment provided in connection with the Staples Service for operation of an Internet service provider’s business.

Harassing or abusive language or actions, whether verbal, written or otherwise, of Your Service Provider’s employees, suppliers, agents and representatives is strictly prohibited and will not be tolerated.

You are prohibited from using the Staples Service for activities that include, but are not limited to:

- Transmitting unsolicited messages which, in the sole judgement of Your Service Provider, cause significant disruption or elicit complaints from other Internet users.
- Restricting or inhibiting any other user from using or enjoying the Internet, impairing the operations or efficiency of the Staples Service or creating an unusually large burden on our networks or otherwise generating levels of Internet traffic impeding other users’ ability to transmit or receive information.
- Posting, transmitting or otherwise distributing information constituting or encouraging conduct that would constitute a criminal offence or give rise to civil liability, or otherwise using the Staples Service in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying the Staples Service or the Internet.
- Posting or transmitting messages constituting “spam”, which includes but is not limited to unsolicited e-mail messages, inappropriate postings to news groups, false commercial messages, mail bombing or any other abuse of e-mail or news group servers.
- Reselling bandwidth or any other part of the Staples Service, including without limitation IP addresses, provided by Your Service Provider.
- Harassing users or groups in any way including but not limited to defaming, abusing, stalking, threatening or otherwise violating the legal rights of others.
- Impersonating other business Internet subscribers or other Internet service providers’ subscribers in any way.
- Uploading or downloading, transmitting, posting, publishing, disseminating, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to information, software, files or other material which (i) are protected by copyright or other intellectual property rights, without prior authorization from the rights holder(s); (ii) are defamatory, obscene, child pornography or hate literature; or (iii) constitute invasion of privacy, appropriation of personality, or unauthorized linking or framing.
- Falsifying or deleting any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file.

- Transmitting, posting, publishing, disseminating, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any files, program or information designed to assist users in defeating copy-protection, registration and any other anti-theft mechanisms associated with commercial or shareware programs.
- Transmitting, posting, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any program or information designed to assist in the fraudulent use of telecommunications services.
- Using an Internet host’s resources in a manner which is not authorized by its administrators. This includes mail relaying, transmitting chain letters, make-money-fast or pyramid style schemes of any sort.
- Posting or transmitting any information or software which contains a virus, “cancelbot”, “trojan horse”, “worm” or other harmful or disruptive component.
- Transmitting, posting, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any program or information constituting or encouraging conduct that would constitute a criminal offence or give rise to civil liability.
- Violating or breaching any applicable laws and/or regulations.

### Electronic Mail

Any Internet mail service provided to you by Staples as part of your Staples Service (“**Staples Internet Mail**”), is solely for your business use. You may not sublicense, distribute, transfer, or sell the Staples Internet Mail service or any portion thereof.

You agree to use the Staples Internet Mail service only to send and receive messages and material that are proper. In addition to the general terms set out above, and by way of example, and not as a limitation, you agree that when using the Staples Internet Mail service, you will not:

- Use such service in connection with pyramid schemes, spamming or any unsolicited messages (commercial or otherwise).
- Restrict or inhibit any other user from using or enjoying such service.
- Create a false identity for the purpose of misleading others or forge the headers of your email messages in any way.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of such service or other user or usage information or any portion thereof.
- Promote or facilitate the transmission of unsolicited email messages.
- Attach an excessively long signature to your messages.
- Send messages to disrupt or cause difficulties in receiving other email.

In the event that you maintain one or more bulk “opt-in” email lists, you must have a method of confirmation of subscriptions and be able to provide such information when requested by Your Service Provider. At the discretion of Your Service Provider, if no such evidence is available, such bulk emailings may be considered as unsolicited.

Your Service Provider reserves the right, in its sole discretion, to set an upper limit on the number of recipients of customer initiated email, the number of subscribers on a customer’s bulk “opt-in” email lists, and the number of messages a customer may send or receive through the Staples Internet Mail service.

Neither Your Service Provider or any of its suppliers has any obligation to monitor the Staples Internet Mail service. However, Your Service Provider and its suppliers reserve the right to review materials sent through such service, and to remove any materials in their sole discretion. Your Service Provider, in its sole discretion,

may terminate your access to the Staples Internet Mail service at any time, without notice.

Your Service Provider and its suppliers reserve the right at all times to disclose any information as they, in their sole discretion, deem necessary to satisfy any applicable law, regulation, legal process or governmental request. Your Service Provider and its suppliers further reserve the right at all times to edit, refuse to post or to remove any information or materials, in whole or in part, in their sole discretion.

### **Newsgroups / Discussion Forums**

In addition to the general terms set out above, while posting to newsgroups or any other discussion forum, you are prohibited from conducting activities that include, but are not limited to:

- Posting binary or excessively large files of any kind, unless expressly permitted by the charter or FAQ of the applicable newsgroup or discussion forum.
- Posting substantially identical messages to more than 10 newsgroups.
- Attaching an excessively long signature to your messages.
- Forging the headers of your postings in any way.

Newsgroup and forum postings must comply with each newsgroup's or discussion forum's respective charter or FAQ.

### **Internet Relay Chat ("IRC")/Chat**

In addition to the general terms set out above, while using IRC or any other chat service, you are prohibited from conducting activities that include, but are not limited to:

- Sending messages that include advertisements or commercial content of any kind in an unsolicited matter.
- Attempting a denial of service attack either automated via a bot or manually conducted.

Additionally, while using an IRC server or any other chat service, you must be in full compliance with the rules and regulations set out by the server administrator.

### **Network / Security**

In addition to the general terms set out above, you are prohibited from using the Staples Service for activities that include, but are not limited to:

- Sharing of your account user ID and password for the purpose of concurrent login sessions from the same account.
- Causing an Internet host to become unable to effectively service requests from other hosts.
- Analyzing or penetrating an Internet host's security mechanisms.
- Forging any part of the TCP/IP packet headers in any way.
- Committing any act which may compromise the security of your Internet host in any way.

As further set out in your Staples Service Agreement, you are solely responsible for the security of your system and account. Your Service Provider will offer full co-operation with law enforcement agencies in connection with any investigation arising from a breach of this AUP.

In the event that numerous complaints are received by our staff in regards to any breaches of this AUP, at the discretion of Your Service Provider, a processing fee per complaint received, in addition to an administration fee, may be applied to your account.



## END-USER LICENCE AGREEMENT between

**Staples Canada Inc.**, a corporation incorporated under the laws of Canada, having its registered office at 6 Staples Avenue, Richmond Hill, ON L4B 4W3 together with its subcontractors and third party licensors, providers and/or suppliers ("**Staples**", "**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 STAPLES CANADA TERMS AND CONDITIONS OF SERVICE (CLOUD AND INTERNET SERVICES) YOU HAVE ENTERED INTO WITH STAPLES AND APPLICABLE SERVICE SCHEDULES ("**STAPLES AGREEMENT**"). **YOU ACKNOWLEDGE AND AGREE THAT STAPLES' SUBCONTRACTORS, THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, AS DISTRIBUTORS OF THE SOFTWARE, ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS AGREEMENT WITH A RIGHT, AS STAPLES HAS, 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 Staples will provide to you the data storage services specified and described in the Staples Agreement, the schedules attached thereto and on the cloud.staples.ca website ("**Services**" or "**Service**"). **Staples 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 "Staples" 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 Staples are an integral part of this EULA.

### 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 Staples. 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 reasonable 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, Staples 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 Staples 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. 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 Staples Agreement when due, we will 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 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

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, including adding, modifying or discontinuing 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. If and when we make a material change to any of the foregoing, we will advise you by posting the change on cloud.staples.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 (i) you will be deemed to have accepted the change, with no additional written agreement or express acknowledgement required; and (ii) you will continue to be responsible for all of your obligations under this EULA.

### 3.3. 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 and the Staples Agreement, including but not limited to the specific responsibilities identified in Section 3(d) and responsibilities identified in the Staples Agreement. 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. If we modify the Services in accordance with Section 2(b) to add new features, implement new technologies or for other reasons, 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. Staples 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 Staples Agreement 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: (i) scheduled maintenance, upgrades and system service time; (ii) any unavailability caused directly or indirectly by your acts or omissions or resulting from Your Systems; (iii) your failure to provide timely and accurate Registration Information (as defined in Section 4(b)) or updates thereto; and (iv) events set forth in Section 10. THE FOREGOING WARRANTIES ARE IN LIEU OF, AND STAPLES 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. STAPLES 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; AND/OR (III) ALL DEFICIENCIES IN THE SERVICES CAN BE FOUND OR CORRECTED. STAPLES 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 Staples Agreement 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 we 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 Staples.

(b) The Components and their structure, organization, source code, and documentation contain our valuable trade secrets and 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 Staples' 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) **Staples Property.** The Software and the configuration and methodology of the Services provided to you constitute our confidential information. You shall use at least reasonable commercial efforts to protect the confidentiality of, and prevent the unauthorized disclosure of, any of our 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 any of our confidential information 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. We are not responsible for unauthorized or improper use of any ID Code or Password and do 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, an encryption key ("**Key**") is created to protect your data. All data that is stored by the Services is encrypted using your Key. You must maintain, protect, and securely store 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 Staples is not responsible for any inability to retrieve your data.

## 7. Indemnity

You shall and do hereby 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 the Staples Agreement; 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) WE SHALL NOT BE LIABLE AND WE ASSUME 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 SUPPLIERS WILL USE REASONABLE EFFORTS 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) WE SHALL NOT BE LIABLE FOR ANY (I) 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 (II) 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, OUR CUMULATIVE LIABILITY TO YOU FOR ALL SERVICES PROVIDED HEREUNDER FOR DAMAGES, INCLUDING DAMAGES ARISING FROM OUR 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 STAPLES AGREEMENT 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. STAPLES 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 STAPLES IS BILLING AND COLLECTING FEES ON BEHALF OF SUCH A THIRD PARTY.

(c) Without limiting the generality of the foregoing, we are not liable for (i) any act or omissions of a telecommunications carrier whose facilities are used in establishing connections to points; (ii) defamation, trademark, copyright, or any intellectual property right infringement arising from material transmitted or received over Staples' facilities or using Staples Services 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-Staples equipment or software 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 Staples Agreement and will continue during the term for the

Services set out in the Staples Agreement (“**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 Staples Agreement 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 Staples to terminate the Services as outlined in the Staples Agreement, which will effectively terminate this EULA. Termination is effective 30 days after the last day of the month in which you contact Staples to terminate (“**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 Staples Agreement; and (ii) all other results of termination by you as found in Section 9 of the Staples Agreement.

**(d) Results of Termination.** Upon termination: (i) all outstanding fees payable by you under the Staples Agreement 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. Staples 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 Staples Agreement, we may immediately suspend your access to the Services or terminate this EULA if (i) 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, or would violate any law, regulation, governmental order or the rights of a third party, or prevents or materially interferes with use of the Services by any other client; (iii) if Staples receives an order to discontinue the provision of Services to you from a court, governmental or regulatory authority; or (iv) if you materially or repeatedly abuse the Services. If Staples terminates the Services pursuant to any suspension provisions, Staples 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(e), 3(f), 5, 6, 7, 8, 9, 11, 12(d), 13, 14 and 15 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 Staples’ 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 Staples, and in accordance with (i) Staples’ arbitration policy located at staples.ca/ArbitrationPolicy, as it may be amended by Staples 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 Staples. If the billing address you have provided to Staples 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

Staples is a Canadian corporation, and 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 Staples 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:

**STAPLES CANADA INC.,** 6 Staples Avenue, Richmond Hill, ON L4B 4W3 (“**Staples**”)

### Schedule A

#### 1. Storage Services and Service Levels

##### (a) Online Backup Service

###### i. Service Description

Staples 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 Staples’ default or standard process and settings which may change from time-to-time at Staples’ sole discretion.

###### ii. Service Levels

Staples 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 (“**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 Staples 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. Staples 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 Staples 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.

## **STAPLES NO-SPAM POLICY**

This policy further defines some of the prohibited actions as found in Staples' Acceptable Use Policy, a part of the master agreement you executed when you subscribed to Staples' Services and which outlines the acceptable and prohibited actions on your hosted account.

Owners of Staples hosted accounts are responsible for the complaints and consequences arising from use of the hosted account.

Upon discovery or notification of service abuse, Staples will investigate and, without prior notice to you, may disable any account in order to protect the security, integrity and usability of the hosting services and the Staples servers and shared network.

## **WHAT IS SPAM?**

Staples defines SPAM, also known as Unsolicited Commercial Email (UCE) or Unsolicited Bulk Email (UBE), as any email message the recipient considers unsolicited and of a commercial nature or email sent in bulk. Staples expressly prohibits the sending of SPAM through its network and servers.

If you believe that you have received SPAM (as defined above) through Staples' network, please send a signed complaint along with the message you received, including its complete email headers, to [abuse@staplestechnology.com](mailto:abuse@staplestechnology.com).

Staples does not investigate or take action based on anonymous SPAM complaints.

## **PROHIBITED EMAIL ACTIVITIES**

### **Sending UCE/UBE, also known as SPAM**

Defined as the sending of email to recipients who consider the message unsolicited email of a commercial nature or the sending of email in bulk to recipients who consider the message unsolicited email of any nature. It is one of the most serious account abuses.

### **UCE or SPAM Response collection**

Defined as the collection of responses, directly or indirectly, from UCE or UBE sent by you or UCE or UBE sent on your behalf.

### **Web Site Advertising via UCE and UBE, also known as SPAMvertising**

Defined as the sending of email which:

- is UCE or UBE as defined above; and
  - contains direct or indirect link or references to one or more Websites.
- This also includes the use of third-party email accounts, servers or services to SPAMvertise the site(s).

### **Mail Bombing**

Defined as the sending of an unreasonably large number of electronic mail messages to a single system, person or email address.

### **Mail Harassment**

Defined as sending email in a manner or with content that is perceived as threatening or harassing by the intended or actual recipient.

### **Letter Bombing**

Defined as sending email with content that will or could potentially harm the recipient's computer.

## **PROHIBITED MAILING LIST ACTIVITY AND ADDRESS LIST MINIMUM REQUIREMENTS**

The following is a list of minimum requirements for the permitted use of mailing list by way of Staples services and networks. They are guidelines to minimize the probability of complaints. However, you will still be responsible for any complaints in relation to your account despite having implemented all of the requirements.

If you send out bulk email, your email will be conclusively labelled as SPAM unless you implement all of the following requirements, either under Option A or Option B below.

### **Option A. Listserve-style Email Lists**

(All members add themselves to the list by sending email from their email address to the list owner)

1. In the initial message to the member:
  - a) there is clear and conspicuous notice that the member is signing up for a mailing or address list
  - b) there is a simple, effective method of list removal outlined in the message
  - c) a non-internet method of contacting the list owner is provided (phone number and/or mailing address)
  - d) terms and conditions of email address used by the list are provided
2. Prior to any subsequent mailing to the list, list owners must remove all addresses for list members who have chosen to be removed from the list and all addresses from which emails have bounced back as undelivered.
3. Lists are not used for purposes or in a manner which are harassing, abusive, illegal, and/or will create liability for you, Staples or third parties.
4. Email to the list members is only from the entity with which the member signed up and only on the topic for which the recipient agreed to receive information.

Emailing to a list which contains members of a list which was purchased, rented, leased, or lent to you is prohibited. Email to list members on a subject which is not on the topic or product for which the member agreed to receive messages is SPAM and is prohibited.

### **Option B. General Mailing and Address List**

(Members added by means other than member sending a subscribe email from their email address to the list owner)

1. Provide clear and conspicuous notice that the prospective member is signing up for a mailing or address list and such notice must appear near the email address collection point.
2. Require prospective members of the list to take some non-passive action to request sign-up for the list.
3. Provide conspicuous, comprehensive terms and conditions of address use that are posted or linked near the email collection point and available to the list member to print or download after sign up. Include subject matter of the list and anticipated mailing frequency, sharing/trading/selling of the address.
4. An address is added to the list using only Double Opt-In Procedures, with the address confirmed and permission-to-email before mailings begin.

An Opt-In Procedure is defined as a list sign-up process where:

- a) the potential mailing list members are given a clear, conspicuous choice as to whether they want to receive such emails or not
- b) if the potential member chooses to receive such emails, they express this choice by undertaking some non-passive action

A Double Opt-in Procedure is defined as an Opt-In Procedure where:

- a) the potential mailing list members request an invitation to join the mailing list or address list;
- b) prior to receiving any other mailing from the mailing list or address list, the potential member receives an invitation email message to the email account that will receive the mailings
- c) to be added to the mailing list, the potential member must reply or click a link contained in the invitation email message; and if replies constitute a request to receive email, then you are responsible for reading the replies and taking appropriate action-i.e. if the reply says, "Do not send me emails", then the address must be removed from the list owner's databases
- d) if an invitation email is not replied to or confirmed by the link, that email address is not added to the mailing list and no further email is sent to that email address

5. The list removal method must be simple, effective, and conspicuously displayed in all messages including the invitation email message.

6. There must be both an automated and non-automated means of removal from the list.

7. The list must provide a non-Internet method of contacting the list owner.

8. Prior to any subsequent mailing to the list, list owners must remove all addresses from which emails have bounced back as undelivered and all addresses for list members who have chosen to be removed from the list.

9. Lists are not used for purposes which are harassing, abusive, or illegal or for purposes or in a manner which will create liability for you, Staples or third parties.

10. Email to the list members is only from the entity with which the member signed up and only on the topic for which the recipient agreed to receive information.

11. Email to a list which contains members of a list which was purchased, rented, leased, or lent to you is prohibited. Email to list members concerning a subject which is not concerning the topic or product for which the member agreed to receive messages is prohibited.

## **PROHIBITED NEWSGROUP ACTIVITIES**

Newsgroup SPAMMING

Defined as posting content or messages which:

1. are posted to 15 or more newsgroups and which contain the same or similar information;
2. violates the rules of the newsgroup in which the posting is made;
3. is off the topic of the newsgroup and is not the topic of the current discussion in the group; and/or
4. is a commercial posting unless the newsgroup rules expressly permit commercial posting.

You are prohibited from cross-posting, commercial posting or off-topic posting in the Staples support forums

## **STAPLES COMPLAINT PROCESS**

Staples prohibits SPAMMING, defined as the sending of Unsolicited Commercial Email (UCE) and Unsolicited Bulk Email (UBE), in order to protect the integrity of the Staples shared servers and network resources. Please review Staples' NO-SPAM Policy for the full definitions of SPAM, UCE and UBE, in addition to other email guidelines.

Complaints of UCE and UBE, regardless of whether the email is actually solicited or not, are what trigger the blacklisting of Staples networks and services. Therefore, the sending of email which results in UCE/UBE complaints is conclusively a SPAMMING activity in violation of Staples' NO-SPAM Policy.

## **IT IS YOUR RESPONSIBILITY TO PREVENT ALL SPAM COMPLAINTS RESULTING FROM EMAIL ACTIVITIES ON YOUR STAPLES HOSTED ACCOUNT**

Processing of reports of SPAM activity and SPAM complaints  
Staples processes reports of SPAM activity and SPAM complaints in the manner described below.

1. If the email activity associated with your hosted account poses an immediate threat to Staples' servers or network, Staples reserves the right to immediately disable the account and send an email notice to your account contact. An immediate threat includes Staples' receipt of five or more SPAM complaints in a 72 hour period.

2. Absence of an immediate threat to the servers or network, Staples will follow the steps outlined below for SPAM processing:

- a) First UCE/UBE Event – Staples sends a "complaint received" message to the complainant and sends a first warning to your Staples account contact;
- b) Second UCE/UBE Event – Staples sends a "complaint received" message to the complainant and sends a second and final warning to your Staples account contact;
- c) Third UCE/UBE Event – Staples immediately and permanently disables the email capabilities of the account and then sends notice to your Staples account contact of this permanent email disablement.

A UCE/UBE Event is defined as either of the following:

- a) Staples' receipt in any 72 hour period of 3 or more complaints or notices of activity on your account that violates Staples' NO-SPAM Policy; or
- b) Staples' receipt in any 30 day period of 6 or more complaints or notices of activity on your account that violates Staples' NO-SPAM Policy.