

Service Contract

1) SERVICES

- The Client" has engaged Swift Media Group Ltd. in the business of Hosting and Provisioning <service name>. Refer to **Schedule A** which details our <service name>

2) TERM OF SERVICE

- This Agreement shall commence on the Effective Date and shall continue unless it is extended or terminated as provided for hereunder. If required by either party a review of the agreement will be performed on a need be basis for the duration of this agreement.

3) LIABILITY

- Both **Swift Media Group Ltd** and the Client hereby agree that neither party hereto shall be liable to the other for compensation, reimbursement or damages for the loss of prospective profits or anticipated sales, on account of any expenditure, investments or commitments made in connection with the business or good will of either party or for any other reason. This limitation of liability does not extend to willful misconduct or gross negligence on the part of either party.

4) DATA LIABILITY

- **Swift Media Group Ltd** will provide the Client access to daily backups of their Data. **Swift Media Group Ltd** will perform weekly backups of all Data and will enforce best practice to ensure the Client's Data is secure from any loss or corruption. In the case of system failure the Vendor will restore the system with the previous days data. In the case of a catastrophic event, **Swift Media Group Ltd** can not be made liable for loss of data.

5) BUSINESS CONFIDENTIALITY

- During the course of this relationship **Swift Media Group Ltd** maybe exposed to Client information and Data. **Swift Media Group Ltd** shall keep confidential, both during the term and after the termination or expiration of this agreement; such trade secrets, data, information or intellectual property as the Client, or any of its
- **Swift Media Group Ltd** may be granted access regarding Client or its subsidiaries or affiliates business.

6) PAYMENT & SERVICES

- The Client shall pay fees and related expenses to **Swift Media Group Ltd** for the Service Provided.
 - **Swift Media Group Ltd** will invoice the Client monthly.

- The Client agrees the monthly invoice which is due with 30 days of receipt.
- The monthly fee for the services provided will be based on the number of users registered with the hosted system and the server, network, and disk resources they consume.
- The monthly fee will include the following:
 - Afterhours support (any time prior to 7:00 or after 18:00 MST).
 - An unlimited amount of remote support time consumed by server support or maintenance/

7) SERVERABILITY

- If any term or provision of this agreement is invalid, illegal or incapable of being enforced because of any rule of law or public policy, all other conditions and provisions of this agreement nevertheless shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or incapable of being enforced, this agreement shall be amended so as to achieve the parties' original intention as close as possible.

8) TERMINATION

- Either party may terminate this Agreement without any cancellation charge and without Cause, at any time with 60-days written notice.

9) HARDWARE & SOFTWARE PROVISIONING

- **Swift Media Group Ltd** assumes the responsibility for the provisioning of all hardware. The Client is responsible for all software related to the provisioned server environment and will supply **Swift Media Group Ltd** the necessary information during configuration. **Swift Media Group Ltd** assumes responsibility for costs incurred due to errors on the part of **Swift Media Group Ltd** in ordering and procuring hardware or software. Such guarantees cannot be extended for hardware or software incompatibility or errors when purchased through alternate providers. Best effort support in resolving incompatibility or errors made by alternate providers will be provided. **Swift Media Group Ltd** will assist in the transition to the alternative

hardware/software provider and also provide all existing software images and documentation. The client agrees that there will be no adjustments to the existing service amount paid to **Swift Media Group Ltd** in the event that an alternate provider is sourced. **Swift Media Group Ltd** will deliver hardware where required and any shipping fees incurred will be billed to the Client or directly to the Client's shipping account.

10) SECURITY

- **Swift Media Group Ltd** will provide all documentation relative to the security configuration and operation of the Client server. Your software will be configured to use our security model and system configuration.