

USER AGREEMENT

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LIMITATION OF LIABILITY. Sciworth shall not be liable to Customer for any indirect, incidental, special, exemplary or consequential loss or damages, including but not limited to loss of use or data or lost revenue or profits, costs incurred or damages suffered as a result of the lack of Customer facilities or other operational impediments which preclude or delay Sciworth's provision of the Services, even if it has been advised of the possibility of any such damages. Such limitation of liability further includes but is not limited to (1) the fault or negligence of Customer in connection with the Services, or (2) any unauthorized access to, or alteration, theft or destruction of Customer's data file, programs or information, except to the extent caused by Sciworth's gross negligence or willful misconduct, even if it has been advised of the possibility of any such damages. In no event shall Sciworth's liability exceed the amount of fees Customer paid to Sciworth for the Services in question.

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FORCE MAJEURE. Sciworth shall not be liable for any delay in performance or its failure to perform hereunder, directly attributable to any cause beyond its control, including an Act of God; fire, flood, or other naturally occurring catastrophes; cable cut by a third party; unforeseeable failure of any third party to provide required services or products; national emergencies, terrorism, riots; industrial or labor disputes; any law, order, regulation, direction, action or request of any governmental authority; or national emergency or work stoppage or supplier failure. In the event of one or more of the foregoing occurrences, the party unable to perform shall provide notice to the other party and shall be permitted to delay its performance so long as the occurrence continues.

CONSTRUCTION. This Agreement shall be governed by and construed in all respects in accordance with the substantive laws of the Province of Ontario and any dispute hereunder shall be resolved in the state or federal courts having jurisdiction located in Toronto, Ontario. Nothing in this Agreement shall be construed as conferring any rights or benefits upon any person or other legal entity who or which is not a party to this Agreement. If any provision in this Agreement is held to be invalid, illegal, or unenforceable in any respect, such a holding shall not affect the validity and enforceability of any other provision hereof.

ENTIRE AGREEMENT. This Agreement embodies the whole agreement of the parties with respect to its subject matter, and supersedes all prior agreements, negotiations, representations, and proposals, written or oral, relating to its subject matter. Sciworth shall not be bound by or liable for any representation, promise or inducement made by any agent, representative or party employee that is not stated in this Agreement.