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Hosting Service Agreement

This Hosting Service Agreement is entered into as of the _____ day of _____, _____, (hereinafter “the Agreement Date”)

Between

Trinus Technologies Inc. (hereinafter “Trinus”)
#110 3806 49 Ave.
Stony Plain, Alberta Canada T7Z 2J7

-- and --

_____ (hereinafter “The Client”)

Terms

Trinus agrees to:

1. Provide electronic ACCESS to a single Instance of *eSolve* (hereinafter the *eSolve* Instance), an Investigation Management software application wholly developed and owned by Trinus, for the exclusive use by the Client under the original terms and conditions of the *eSolve* Software License Agreement (attached as Exhibit B) and for the period specified in Exhibit A.
2. Provide and maintain a suitable computer hardware infrastructure for hosting said *eSolve* Instance as specified in Exhibit A.
3. Periodically provide suitable electronic backup of client data files stored in the *eSolve* database as specified in Exhibit A.
4. Periodically provide publically-available upgrades to the *eSolve* Instance at costs specified in Exhibit A.
5. Provide up to 1 hour of electronic or telephone support per month for the maintenance of hosted services for the express purpose of maintaining ongoing and reliable connectivity from the Client’s computer systems to the *eSolve* Instance host environment.
6. Provide other mutually-agreed services as described in Exhibit A. ¹

The Client agrees to:

1. Provide Trinus with free and unrestricted access to IT Systems and information for the express purpose of establishing and maintaining connectivity to the *eSolve* Instance hosted by Trinus.
2. At its own cost, provide ALL adequate infrastructure and computer systems for the express purpose of establishing and maintaining connectivity to – and operation of - the *eSolve* Instance hosted by Trinus.
3. Be ultimately responsible for ALL aspects of the operation of the *eSolve* Instance, including configuration, maintenance and security of records, and any direct or consequential conclusions resulting from investigation activities conducted using the *eSolve* Instance.

4. Be ultimately responsible for the safeguarding, integrity, and storage of all data related to their operations, whether stored on computer hardware devices, removable media (such as tapes, disks, CDs, DVD or USB devices), or within the *eSolve* Instance hosted by Trinus.
5. Use the *eSolve* Instance exclusively for conducting investigation activities under its direct control and not engage in the commercial or philanthropic activity of reselling or redistributing ACCESS to the *eSolve* Instance for any reason.
6. Knowingly use the *eSolve* Instance in accordance the laws and statutes of Canada, the United States of America, and the country in which the Client's operations take place.
7. Abide by the terms and conditions of 3rd party Infrastructure and Host providers used by Trinus to host the *eSolve* Instance. Said terms and conditions will be provided by Trinus upon request, or optionally attached as Exhibit C.
8. Abide by the Trinus *Terms and Conditions of Sale* and the *Travel Policy* as published on our website (<http://www.trinustech.com/contact-us> - or available on request).
9. Inform Trinus immediately of any breach of security, unauthorized, or misuse of the *eSolve* Instance.

Confidentiality

1. "Confidential Information" means this agreement and information, which by its nature would be viewed as being confidential. The parties agree to protect the Confidential Information of the other in the same manner it protects the confidentiality of similar information and data of its own.

Limitation of Remedies

1. The Client agrees to hold Trinus, its officers, agents, servants, or employees harmless for the loss of service delivery, data, or system integrity – including, but not limited to down time or additional repair costs to restore service - as a direct or indirect consequence of actions performed under this Agreement.
2. With respect to any claim concerning the performance or non-performance of Trinus in any way related to this Agreement, the Client's exclusive remedy shall be limited to the recovery of direct damages to the Client regardless of form of action, and in no event exceed the amounts paid by the Client under this Agreement. Any such claim shall be adjudicated in, and governed by the laws and statutes of the Province of Alberta, Canada.

Termination

1. Either party may terminate this Agreement with 120 days notice to the other. Notice can be served via letter, delivered or faxed, to the respective party's then-known business address. If the Client terminates this Agreement, any portion of prepaid fees will be forfeit without remedy.
2. Upon Termination and payment of all outstanding balances, Trinus will provide an electronic "export" of all client data stored in the *eSolve* Instance as of the date of Termination, and in a format compatible with Structured Query Language (SQL)

In Witness whereof each of the parties hereto has executed the Agreement as of the day and year first noted above.

 (The Client)

Trinus Technologies Inc.

Per: _____

Per: _____

Notes:

1. *Additional fees for travel and expenses may apply. Please contact our office for more information.*



Exhibit "B"

eSolve® Version 2.2.0 END USER SOFTWARE LICENSE AGREEMENT

CAREFULLY READ THE FOLLOWING LICENSE AGREEMENT. YOU ACCEPT AND AGREE TO BE BOUND BY THIS LICENSE AGREEMENT BY CLICKING THE ICON LABELED "I ACCEPT" OR PUTTING A CHECK IN THE CHECK BOX INDICATING THAT YOU HAVE READ THIS AGREEMENT AND ACCEPT IT'S TERMS. IF YOU DO NOT AGREE TO THIS LICENSE, THE SOFTWARE WILL NOT BE DOWNLOADED OR INSTALLED.

As new features and enhancements are added, you need to acquire upgrades as periodically released through the eSolve Community for the Membership Fee as subscribed. Prior to downloading the software you apply and receive an activation code after your registration is validated. You type this code in your eSolve software and you will start using existing features of eSolve based on the released version.

eSolve uses 3rd party components from Apache® (Tomcat®), Sun Microsystems® MySQL® (or Microsoft® SQL Server®) and Sun Microsystems (Java®) and other vendors. The terms and conditions that govern the use of eSolve are also governed by the license agreements for these products. You may view these license agreements located in the respective folders of the components on the installed hard drive - or in the "License" sub-folder of the eSolve application.

License Grant

"You" (and any reference meaning you) means the person or company who is being licensed to use the Software or Documentation. "We," "us" and "our" means Trinus Technologies Inc., eSolve.ca, Intelligence Support Services, and any other division and/or affiliate of the corporation legally known as Trinus Technologies Inc. "Computer" means any workstation, server, or other computing device owned by you. "System" means any electronic network connectivity service owned or controlled by you. "User" means any person who is an employee, associate, colleague, or agent of yours, regardless of location or method of compensation.

We hereby grant you a nonexclusive license to use one copy per activation code of the Software on any single computer, provided the Software is in use on only one computer at any time. The Software is "in use" on a computer when it is loaded into temporary memory (RAM) or installed into the permanent memory of a computer-for example, a hard disk, CD-ROM or other storage device. More than one user may access the features and functions of the Software at the same time on your system providing the Software is designed expressly to operate that way.

If the Software is permanently installed on the hard disk or other storage device of a computer (other than a network server) and one person uses that computer more than 80% of the time, then that person may also use the Software on a portable or home computer.

Title

We remain the owner of all right, title and interest in the Software and related explanatory written materials ("Documentation").

Archival or Backup Copies

You may copy the Software for back up and archival purposes, provided that the original and each copy is kept in your possession and that your installation and use of the Software does not exceed that allowed in the "License Grant" section above.

Things You May Not Do

The Software and Documentation are protected by copyright laws and international treaties. You must treat the Software and Documentation like any other copyrighted material-for example, a book. You may not:



- Copy the Documentation,
- Copy the Software except to make archival or backup copies as provided above,
- Modify or adapt the Software or merge it into another program,
- Reverse engineer, disassemble, decompile or make any attempt to discover the source code of the Software,
- Except as stated in the License Grant, place the Software onto a server so that it is accessible via a public network such as the Internet, or
- Sublicense, rent, lease or lend any portion of the Software or Documentation.
- Derive any income, either direct or indirect, through selling services that are a consequence of using the features and functions of the Software.

Transfers

You may transfer all your rights to use the Software and Documentation to another person or legal entity provided you transfer this Agreement, the Software and Documentation, including all copies, updates and prior versions to such person or entity and that you retain no copies, including copies stored on computer.

Limited Warranty

We warrant that for a period of 30 days after delivery of this copy of the Software to you:

The media on which this copy of the Software is provided to you will be free from defects in materials and workmanship under normal use, and

The Software will perform in substantial accordance with the Documentation.

To the extent permitted by applicable law, THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AND WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, regardless of whether we know or had reason to know of your particular needs. No employee, agent, dealer or distributor of ours is authorized to modify this limited warranty, or to make any additional warranties.

SOME PROVINCES, TERRITORIES, AND STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

As a User or Client of eSolve and/or the eSolve Community you agree to release any and all criminal and civil legal responsibility from Trinus Technologies Inc. for any damages or injury caused as a result of the software application and/or involvement in the online Community. Use of eSolve software, whether full versions, releases, upgrades, enhancements, or plug-ins is conducted at your own risk. Participation in the eSolve Community is conducted at your own risk. Trinus Technologies Inc. is not responsible for any or all loss or damage to data or information collected and entered into eSolve. Any data conversion or transmission between versions, releases, upgrades, enhancements or plug-ins of eSolve is the responsibility of the User and/or Client.

Limited Remedy

Our entire liability and your exclusive remedy for breach of the foregoing warranty shall be, at our option, to either:

- Return the price you paid for the software, or
- Repair or replace the Software or media that does not meet the foregoing warranty if it is returned to us with a copy of your receipt.

IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OR THE INABILITY TO USE THE SOFTWARE (EVEN IF WE OR AN AUTHORIZED DEALER OR DISTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), OR FOR ANY CLAIM BY ANY OTHER PARTY.



SOME PROVINCES, TERRITORIES, AND STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Term and Termination

This license agreement takes effect upon your use of the software and remains effective until terminated. You may terminate it at any time by destroying all copies of the Software and Documentation in your possession. It will also automatically terminate if you fail to comply with any term or condition of this license agreement. You agree on termination of this license to destroy all copies of the Software and Documentation in your possession.

Confidentiality

The Software contains trade secrets and proprietary know-how that belong to us and it is being made available to you in strict confidence. ANY USE OR DISCLOSURE OF THE SOFTWARE, OR OF ITS ALGORITHMS, PROTOCOLS OR INTERFACES, OTHER THAN IN STRICT ACCORDANCE WITH THIS LICENSE AGREEMENT, MAY BE ACTIONABLE AS A VIOLATION OF OUR TRADE SECRET RIGHTS.

Disputes

This license agreement shall be governed by, construed and enforced in accordance with the laws of Canada, as it is applied to agreements entered into and to be performed entirely within such jurisdiction.

To the extent you have in any manner violated or threatened to violate Trinus Technologies Inc. or eSolve.ca and/or its affiliates' intellectual property rights, Trinus Technologies Inc. or eSolve.ca and/or its affiliates may seek injunctive or other appropriate relief in any provincial, territorial, state or federal court in the Country of Canada, and you consent to exclusive jurisdiction and venue in such courts.

Any other disputes will be resolved as follows:

If a dispute arises under this agreement, we agree to first try to resolve it with the help of a mutually agreed-upon mediator in the following location: Edmonton, Canada. Any costs and fees other than attorney fees associated with the mediation will be shared equally by each of us.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, we agree to submit the dispute to binding arbitration at the following location: Edmonton, Canada, under the rules of the Canadian Arbitration Association, or its equivalent. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

General Provisions

This written license agreement is the exclusive agreement between you and us concerning the Software and Documentation and supersedes any prior purchase order, communication, advertising or representation concerning the Software.

This license agreement may be modified only by a writing signed by you and us.

In the event of litigation between you and us concerning the Software or Documentation, the prevailing party in the litigation will be entitled to recover attorney fees and expenses from the other party.

You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or Canadian equivalent or any other export laws, restrictions or regulations.

® - Registered Trademarks are the property of the respective rights holders.

eSolve is a registered trademark of Trinus Technologies Inc.



Exhibit "C"
3rd Party Host Terms of Service
Slicehost
Terms of Service

Thank you for choosing Slicehost. By using our products, services and sites you agree to the following terms, conditions, policies, guidelines or amendments thereto known as the Terms of Service. Slicehost reserves the right to modify the Terms of Service without notice.

1. Use of Slicehost Products and Services

You may use any of our services, provided that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other jurisdictions. In order to access certain services, you are required to provide current and accurate identification, contact, and other information as part of the registration process. You are responsible for maintaining the confidentiality of your account information, and are responsible for all activities that occur under your account. You are solely responsible for all content on your account. You agree to immediately notify Slicehost of any unauthorized use of your account or any other breach of security. Slicehost will not be liable for any loss or damage arising from your failure to provide us with accurate information or to keep your account secure.

2. Acceptable Conduct

You agree that you are responsible for maintaining your own account. You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, files, attachments or other materials ('Content') are the sole responsibility of the account from which such Content originated. Slicehost reserves the right, but does not assume the responsibility, to monitor or review any Content on Slicehost services. You agree that you are responsible for the conduct of all users of your account and any Content that is created, transmitted, stored, or displayed by, from, or within your account while using Slicehost services and for any consequences thereof. You agree to use Slicehost services only for purposes that are legal, proper and in accordance with the Terms of Service and any applicable policies or guidelines. You agree that you will not engage in any activity that interferes with or disrupts Slicehost services or servers or networks connected to Slicehost services.

3. Prohibited Usage

You agree that any of the below activities are considered prohibited usage and will result in immediate account suspension or cancellation without a refund and the possibility that Slicehost will impose fees; and/or pursue civil remedies without providing advance notice.

Misuse of System Resources: Misuse of system resources, including but not limited to employing programs that consume excessive CPU time (outside of reserved CPU slice), network capacity, disk IO or storage space.

Unsolicited Communications: Sending unsolicited bulk messages utilizing our network. Generating a significantly higher volume of outgoing e-mail than a normal user. Using a non-existent email return address. Open E-mail relaying. Sending out unsolicited email from any other network that points to a Slicehost server.

Access to Other Computers or Networks without Authorization: Attempting unauthorized and/or illegal access of computers, networks and/or accounts not belonging to party seeking access. Any act which interferes with the services of another user or network. Any act relating to the circumvention of security measures.

Other Activities viewed as Illegal or Harmful: Engaging in illegal activities or engaging in activities harmful to the operations of Slicehost or the customer.



Providing False Data on any Contract or Application: including fraudulent use of credit card numbers.

4. Account Cancellation or Suspension

Slicehost may cancel or suspend your access to Slicehost services at any time and for any reason without notice. Upon cancellation or suspension, your right to use the service will stop immediately. You may not have access to data that you stored on the service after we suspend or terminate the service. You are responsible for backing-up your data that you use with the service. If we cancel your service in its entirety without cause, we will refund to you on a pro-rata basis the amount of your payment corresponding to the portion of your service remaining right before we terminated your service.

You may terminate the service at any time by following the instructions in the Management Portal. YOU MUST DELETE YOUR OWN SLICE FOR SECURITY PURPOSES. As soon as you cancel the service, by deleting your Slice(s), your right to use it stops immediately. You may not have access to data that you stored on the service after you terminate the service. You are responsible for backing-up your data that you use with the service. Cancellation of the service by you will not alter your obligations to pay all charges due to Slicehost at the time of cancellation.

5. Charges and Billing

[Does not Apply to this Agreement]

6. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT SLICEHOST SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES RESULTING FROM: (I) THE USE OR THE INABILITY TO USE SLICEHOST SERVICES; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (III) ANY OTHER MATTER RELATING TO SLICEHOST SERVICES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, THE MAXIMUM AGGREGATE MONETARY LIABILITY OF SLICEHOST AND ANY OF ITS AGENTS, SUPPLIERS, EMPLOYEES, OR AFFILIATES IN CONNECTION WITH THE SLICEHOST SERVICES, UNDER ANY THEORY OF LAW (INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND INFRINGEMENT) SHALL NOT EXCEED THREE TIMES ONE MONTHS RECURRING FEE FOR THE SERVICES THAT ARE THE SUBJECT OF THE CLAIM AS OF THE TIME OF THE OCCURRENCE OF THE EVENTS GIVING RISE TO THE CLAIM.

7. Exclusions and Limitations

Nothing in this agreement is intended to exclude or limit any condition, warranty, right or liability which may not be lawfully excluded or limited.

8. No Third Party Beneficiaries

You agree that, except as otherwise expressly provided in this Terms of Service, there shall be no third party beneficiaries to the Terms of Service.

9. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF SLICEHOST SERVICES SHALL BE AT YOUR SOLE RISK. ALL SERVICES PROVIDED BY SLICEHOST ARE AVAILABLE AS IS WITHOUT WARRANTIES OR GUARANTEES APPLIED.



10. Indemnity

You agree to defend, indemnify and hold harmless Slicehost, LLC, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Slicehost services; (ii) your violation of any term of this Agreement; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that use of our services caused damage to a third party. This defense and indemnification obligation will survive this Agreement and your use of the Slicehost services.

11. NOTICE

You agree that Slicehost may provide you with notices, including those regarding changes to the Terms of Service, by email, regular mail, or postings on Slicehost services.

12. GENERAL INFORMATION

Entire Agreement. The Terms of Service (including any policies, guidelines or amendments that may be presented to you from time to time) constitute the entire agreement between you and Slicehost and govern your use of Slicehost services, superceding any prior agreements between you and Slicehost for the use of Slicehost services. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Slicehost services, affiliate services, third-party content or third-party software.

Choice of Law and Forum. The Terms of Service and the relationship between you and Slicehost shall be governed by the laws of the State of Missouri without regard to its conflict of law provisions. You and Slicehost agree to submit to the personal and exclusive jurisdiction of the courts located within the county of St. Louis, Missouri.

Waiver and Severability of Terms. The failure of Slicehost to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of Slicehost services or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

