

HOSTING SERVICES AGREEMENT

INTRODUCTORY COMMENTS: *This sample agreement assumes a certain fact scenario and is not meant to be representative of, or intended to create standards for, every possible agreement whereby a new media producer purchases the services of a hosting services company. In fact in many cases of dealing with interactive projects financed by the Bell Broadcast New Media Fund, the resulting web based interactive project will reside on the broadcaster's website. In such situations the costs, responsibilities and liabilities of hosting and related services are addressed in the license between the new media producer and the broadcaster. However, it is conceivable that a broadcaster may prefer to link to a website that is actually hosted on independent servers or the new media project is designed to function from independent servers. In those circumstances the New Media Producer would have to enter into a web hosting agreement directly with a hosting services company. Although based on examples of real transactions, by no means should the reader conclude that this Agreement reflects commercial reality currently in existence in Canada. Indeed, the provisions in hosting services agreements can vary widely depending on the size and resources of the hosting company, whether the hosting company also offers Internet access through a tier one Internet network, or is a smaller company that relies on a third party supplier of Internet access which it subcontracts to its hosting services customers, as well as the specific needs of its clients, including such aspects as whether it requires dedicated servers and the required amount of disc storage and data transfer, estimated traffic and broadband use. The comments provided herein are for educational purposes only and should not be construed as reflecting standard agreements or providing any legal advice whatsoever. Anyone contemplating using this template agreement for commercial purposes should consult an experienced lawyer for advice and guidance. It should not be used as a substitute for consulting with legal counsel and receiving advice based on the circumstances of a particular transaction. Due to the pace of technological change, business practices, distribution methods and the law applicable to new media is constantly and rapidly changing. Many of the legal principles discussed below are subject to exceptions and qualifications that may not be mentioned and case law and legislation may vary from jurisdiction to jurisdiction.*

It is assumed that, to reduce hosting services cost, the New Media Producer ("Client") is contracting with a small to midsize hosting services company that may or may not also provide web development services.

HOSTING SERVICES AGREEMENT

THIS AGREEMENT effective as of [DATE], [YEAR]

BETWEEN:

HOSTING SERVICES LTD. (“Hostco”)
a corporation incorporated under the laws of the Province of X,

THE FIRST PARTY,

- and -

NEW MEDIA PRODUCTIONS INC. (“Client”)
a corporation incorporated under the laws of the Province of X,

THE SECOND PARTY,

WHEREAS Hostco is in the business of offering web hosting and related services; and

Client is the operator and owner and of and all right title and interest, including copyright, in and to, a website tentatively entitled “Stranger Than Fiction Interactive” with the URL www.strangerthanfiction.ca (the “Website”); and

WHEREAS Client wishes to retain the services of Hostco to host the Website on Hostco’s servers and provide other related services;

The “Whereas” clauses are known as “recitals” and are not considered technically part of the terms and conditions of the contract, unless expressly made so within the contract terms. The role of recitals is to provide some background and context to assist in explaining of the identity of parties and the objectives of the agreement. They are often used to include definitions of key terms that are defined and identified by capitalization. The question of whether recitals should be made part of the terms of the agreement will depend on their contents and drafting. For example, some recitals may include language that is overly broad, vague or too optimistic in describing the objectives of the parties to be prudent to include as terms of the agreement. In this case, the recitals were expressly incorporated as part of the agreement pursuant to section 24 below.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises, mutual covenants and agreements herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

DISCUSSION: The inclusion of this standard language is prudent, because it makes express mention of the fact that the Parties, by executing the contract, agree that some form of “valuable consideration” is passing between them and they acknowledge that it is sufficient to bind each of them to the terms of the agreement. “Valuable consideration” may consist of some right, interest, profit or benefit accruing to one party, or some detriment, loss or responsibility given suffered or undertaken by the other. A contract must include some form of “consideration” to be

binding on its parties rather than be interpreted as a bare promise that is under law unenforceable.

1. Services

- (a) Hostco shall provide hosting and related services to Client in accordance with the terms of this Agreement. The hosting services to be provided by Hostco are described as set out in Schedule "A" attached hereto and incorporated into this Agreement (hereinafter referred to as the "Services").

DISCUSSION: The Services to be provided by Hostco to its clients may vary depending on client needs. For example, a corporate website that merely acts as an online brochure will require different services than a website that anticipates conducting a large number of e commerce transactions. Consequently the specifics of the Services to be provided are set out in detail in Schedule "A" to allow to Hostco to easily adapt the description of the Services for different clients.

2. Consideration

- (a) In consideration for the Services provided, the Client agrees to compensate Hostco in accordance with the Fee Schedule as set out in Schedule "A".
- (b) Hostco shall invoice the Client for the Services on a monthly basis and in accordance with Schedule "A". Any payment which is not made within thirty (30) days after the date of the invoice shall be deemed to be overdue. Interest on overdue accounts shall accrue at (X%) per cent per month (X%) per cent per annum.

DISCUSSION: The Fee may vary according the kinds of Services provided to the Client. Also, where Hostco is also the developer of the client's website, certain fees may be waived or discounted, since the Hostco will have intimate knowledge of the structure of and the software used in the website and will be less at risk that the website may cause problems for its servers or disrupt its services to other clients. Consequently, setting out the fees in a separate schedule allows the Hostco to easily adapt the Agreement depending on the services to be provided and the deal negotiated between the parties.

3. Term of this Agreement

- (a) The term of this Agreement shall commence on the date of this Agreement and shall continue for successive one year periods, which shall automatically renew under the same terms and condition set forth herein without further documentation being required, subject to Hostco's rights of revision as described below, and unless and until either party terminates the Agreement in accordance with section 17 herein (the "Term").
- (b) Hostco reserves the right to revise the Fee at any time during the Term upon ten (10) business days notice to Client of such proposed revisions, such revisions to take effect on the eleventh day after such notice is given ("Effective Date") as defined in section 18. If such proposed revisions are unacceptable to Client, Client may terminate this Agreement pursuant to section 17. In the event that Client continues to use the Services after the Effective Date, the Client is deemed to have accepted the revisions as proposed in the notice of revision.

DISCUSSION: A client that commits to a longer term will be able to negotiate better fees. Consequently, this Agreement contemplates an “evergreen” term of one year. The term of one year will automatically renew unless either party terminates the Agreement, saving the parties from the necessity of executing additional agreements for each subsequent term. The disadvantages of entering into a Agreement with a term of such long duration is ameliorated by the ability of either party to terminate for any reason provided it gives notice, pursuant to section 17. Hostco is concerned that over what may potentially become a long succession of terms that the fees initially agreed to by the parties will no longer be consistent with market rates or economically viable. Consequently, subsection 3(b) provides Hostco with the ability to revise the Fee upon notice to the Client of the proposed revised fee. After a period of time, if the Client continues to use the Services and does not give notice of termination, the revisions will be deemed to be accepted by the Client.

4. Support Services

- (a) Hostco shall provide technical and support services (“Support Services”) to Client on a 24 hour basis via telephone hotline support, however Hostco’s Support Services shall be limited to providing matters pertaining to Hostco’s servers, Internet connection, Hostco’s corporate policies and this Agreement. Hostco does not provide technical support for any third party software of any kind, downloaded from the Internet or otherwise acquired, and incorporated by the Client into the Website. Support Services are not included in the Services Fee and is invoiced to the Client on an hourly basis at X dollars (\$X) Cdn. per hour as indicated in Schedule “A”.

DISCUSSION: For the Client, it is important to have support services from Hostco, however the level of support to be provided will depend on the resources of the hosting company. In this case, the Hostco provides 24 hour telephone support, but not all hosting companies may be able to provide this level of support. It is important for the Client to understand that Hostco’s support is limited to its own services and technology and does not include support for third party software. Also, such support services, in this case, are not included in the standard fee and are billed on an hourly basis in addition to the Fee.

5. Third Party Software Prohibited

- (a) Client is strictly prohibited from installing any third party software on Hostco’s servers without the express written authorization of Hostco.
- (b) In the event that the authorized third party software disrupts Hostco’s server, Hostco shall have the right to temporarily disable the software until the problem can be resolved.
- (c) In the event that the Client installs third party software on Hostco’s servers without the express written authorization of Hostco, Hostco shall have the right to terminate the Services without notice pursuant to section 17 herein.

DISCUSSION: Hostco is concerned that any third party software that Client installs on Hostco’s servers may corrupt its systems or affect its other clients’ use of the servers and the services. This could have a serious impact on its business. Consequently, Hostco wants authority over what third party software is installed on its servers and the ability to disable software that it authorizes but which proves disruptive to the server and the ability to terminate the entire Agreement if the Client installs unauthorized software.

6. **Disk Space**

- (a) Hostco will provide the amount of hard disk storage space specified in Schedule "A". In the event that the Client exceeds its allotted disk space, Hostco shall notify the Client to delete the additional files and the Client agrees to delete such additional files or pay supplemental charges for additional disk space.

DISCUSSION: Typically, the hosting services company will put a cap on how much disk space the client is entitled to for the fee specified. Here, if Client exceeds the allotted amount, it will be liable for additional fees or required to delete the additional files.

7. **Data Transfer Rates**

- (a) The Client shall be limited to the amount of data transfer as specified in Schedule "A", which shall include Web server traffic, FTP traffic and any other traffic generating program. Hostco shall have the right to disable the Website if a Client exceeds its allotted amount of data transfer.

DISCUSSION: Data transfer rates relate to the amount of data that is exchanged between the server and the requesting terminal. Hosting services companies typically allow a certain amount of data transfer. When that amount is exceeded, the Client will typically need to move to a server that is dedicated to the Client or to another hosting services company that has the capacity to offer more data transfer to its clients.

8. **Security**

- (a) Hostco shall provide Client with a firewall to help prevent unauthorized access to Client's Website, which will consist of hardware and software designed and configured to control or limit access to our computer and network resources.
- (b) Hostco shall configure that firewall, provide intrusion testing, and upgrade and update the firewall throughout the Term. Hostco shall immediately notify Client of any breach of the firewall detected by Hostco.

DISCUSSION: A "firewall" is used to prevent or make it difficult for hackers to hack into a website. Certain "intrusion" products are used to test the effectiveness and operations of a firewall and are sometimes used by hosting services companies to provide additional security for the websites it hosts.

9. **Back-Up Data and Disaster Recovery**

- (a) Hostco shall back up the Website and Client's data daily and retain those back-ups on site.
- (b) In the event that Client's data is lost from Client's servers, Hostco shall restore the back-up data to Client's servers. Client may wish to mirror its data and/or its Website in another location.
- (c) Hostco shall not be responsible for files that cannot be recovered due to corrupt data, fires or any other disaster or event not in control of Hostco.

DISCUSSION: It is crucially important to website owners that data is backed up and that Hostco commits to certain disaster recovery steps to restore the back-up data. However, Hostco does not want to assume liability for data that cannot be recovered as a result of events not within its control.

10. Reporting

- (a) Hostco shall provide Client with the following reports:
 - (i) number of unique visitors
 - (ii) number of visits to webpages, including date and time of visits
 - (iii) continually updated report accessible over the Internet regarding problems with Client's Website, downtimes, bandwidth usage and network latency
 - (iv) audience measurement metrics, such as repeat traffic, length of time spent on website, where traffic originates from.

DISCUSSION: One of the most valuable aspects of owning a Website is the capacity to track and catalog data about visitors. This will have a direct impact on the New Media Producer's ability to demonstrate the value of the Website to its licensees and will have a direct impact on whether the New Media Producer will be able to attract advertisers and sponsors. Not every hosting services company will be able to provide all of the information named above, but this list is provided as a guide to show what is available in the marketplace.

11. Client Access

- (a) Hostco shall provide Client the ability to access data on Client's Website and make changes with a password set by the Client.
- (b) Client's connection will be secured by the firewall referred to in section 8 or by a separate dedicated virtual private network solution.

DISCUSSION: Almost all hosting services companies are able to provide its clients with remote access to their own websites to allow them to make changes as needed or to access confidential information.

12. Confidentiality

- (a) Hostco shall not disclose to any third party or use, except in connection with the performance of Services hereunder, any confidential information of the Client's business ("Confidential Information") learned by Hostco in the course hereof. Confidential Information shall include:
 - (i) Client's plans for the Website
 - (ii) Specifications of the Client's Website and any future development plans
 - (iii) Concepts relating to the Client's Website not disclosed from the operation of the Website

- (iv) Trade secrets of the Client
- (v) Information derived from providing the Services when Website is in operation, including but not limited to:
 - 1. identities, contact information and credit card information of Client's users (if applicable)
 - 2. confidential information of the Website's use, such as number of users, unique visitors and unique visits (if applicable)
- (ii) Notwithstanding the forgoing, this confidentiality obligation shall not apply to any information which is already known to the public or in the event that Hostco receives a validly issued administrative or judicial order, warrant or other process that requires the Hostco to disclose all or part of the Confidential Information or is otherwise required to disclose any Confidential Information in order to comply with any law.

DISCUSSION: It will be critically important to most clients that the confidentiality of its information is protected by the hosting company. Hostco will be expected to agree that it will protect the Client's sensitive or confidential information such as purchases of e-commerce customers, number of visits and unique visits, confidential information of visitors and that such information will not be disclosed. The Hostco will also be expected to keep confidential any trade secrets of the Client, which may include the structure and operations of the Website itself and the Client's future business plans for the Website. However, Hostco will want to ensure that it will not be held to these confidentiality obligations if the information is already public knowledge or if it is required by law to disclose it. In such cases, disclosure will not be considered a breach of the Agreement.

13. Client Content

- (a) The Client acknowledges that responsibility for all content provided by the Client to the Hostco for the performance of the Services or otherwise included in the Website (the "Client Content") is the sole and exclusive responsibility of the Client and that Hostco will not be held responsible in any way for any copyright infringement or violation, or the violation of any other person's rights or the violation of any laws, including but not limited to infringement or misappropriation of copyright, trademark or other property right of any person or entity, arising or relating to the Client Content.
- (b) The Client acknowledges and agrees that Hostco may elect at its sole discretion to monitor the Client Content. Hostco shall have the right, but not the obligation, to remove Client Content which is deemed, in Hostco's sole discretion, harmful, offensive, in violation of any provision of this Agreement or breaches any law.
- (c) The Client agrees to indemnify and save harmless Hostco from and against all losses, damages, actions or causes of action, suits, claims, demands, penalties and interest arising in connection with or out of any such Client Material provided by the Client.

DISCUSSION: Hostco will not want to be held liable for any content provided by the Client to be incorporated into the Website. Not being the source of the Client Content, Hostco has no way of knowing whether its inclusion is a breach of another party's copyright, trademark or is otherwise in breach of the law. The Hostco will want to reserve the right to monitor the Website for any Client Content that it believes breaches the law and to have the right to remove any content that it deems illegal or embarrassing to its business. In addition to a representation and warranty from the Client related to the Client Content, Hostco will want to be indemnified for any losses or expenses it suffers as a result of a breach of the Client's covenants and warranties related to the Client Content.

14. Compliance with the Law

- (a) The Client acknowledges and agrees that Hostco may elect at its sole discretion to monitor the activities of the Client on its Website. Client agrees to use the Services and the Website for legal purposes only. In the event that Hostco becomes aware or reasonably believes, in its sole discretion, that the Website is being used for illegal purposes, Hostco shall be entitled to immediately terminate the Agreement and the Services without notice in addition to any remedies to which it may be entitled under law.
- (b) The Client agrees to indemnify and save harmless Hostco from and against all losses, damages, actions or causes of action, suits, claims, demands, penalties and interest arising in connection with or out of any illegal use of the Services or the Website.

DISCUSSION: Another important consideration for Hostco is that the Client will not use the Website for illegal purposes that could create liability for Hostco. Therefore it is usual for the hosting services company to have both the right to monitor the websites it hosts and to have the ability to terminate the Agreement, in addition to other remedies it may have against the Client, if it discovers illegal activity being carried out over the website. Again, Hostco will want to be indemnified against any losses it suffers as a result of the Client's illegal use of the Website.

15. Intellectual Property Rights

- (a) Hostco owns and shall continue to own all proprietary rights in all code and content that Hostco supplies as part of the Services. Client owns and shall continue to own all proprietary rights in the Website and all software code and Client Content relating to the Website.

DISCUSSION: Both parties will want to ensure that each party will own the software and content that the respective party developed or supplied.

16. Representations, Warranties and Indemnifications

- (a) Hostco represents and warrants to the Client that:
 - (i) It has the right and capacity to enter into this Agreement and fully perform all of its obligations hereunder;
 - (ii) it shall use commercially reasonable efforts to perform the Services as described in Schedule "A" attached hereto (except to the extent the Services modified by the parties from time to time by mutual written agreement) and shall provide such

Services in a professional manner consistent with industry standards.

- (iii) OTHER THAN THE EXPRESS WARRANTIES STATED ABOVE, HOSTCO MAKES NO OTHER REPRESENTATIONS OR WARRANTIES HEREUNDER OF ANY KIND, EITHER EXPRESS OR IMPLIED, IN RELATION TO THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL HOSTCO BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY SPECIAL OR CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS, LOSS OF REVENUE OR LOSS OF DATA, OR AS A RESULT OF ANY INTERRUPTION OF SERVICE.

DISCUSSION: Unless expressly disclaimed, the law may impose certain implied warranties so it is critical for Hostco to explicitly disclaim all implied warranties other than those expressly stated in the contract. Due to the nature of the Internet, hosting companies may find it difficult to guarantee any particular level or quality of service. Consequently, the warranties provided by hosting companies are not extensive and will in most cases be minimal. Here, Hostco agrees to provide its Services in a professional manner and to the standards of the industry.

- (b) Client Represents and warrants to Hostco that:
 - (i) It has the right and capacity to enter into this Agreement and fully perform all of its obligations hereunder;
 - (ii) All Client Content provided hereunder shall be wholly original to the Client or the Client has acquired the necessary rights from third parties to contribute such Client Content and include it in the Website, and Client Content shall not violate any laws of any country and shall not infringe any other party's copyright, patent, trademark or other intellectual property right.
 - (iii) Client shall not, nor shall it allow, authorize or assist any third party to, use the Website for any illegal purpose whatsoever.

DISCUSSION: As discussed, the Client will be expected to represent and warrant that the Client Content will not breach any third party rights or any law, and that the Website will not be used for any illegal purpose.

- (c) Each of the Parties hereto agree to indemnify and save harmless the other, and any of its respective successors, licensees and assigns, from any and all losses, costs, liabilities, damages and expenses (including reasonable lawyers fees) resulting any breach of any representation, warranty and/or covenant under this Agreement.

DISCUSSION: A party that makes a representation and warranty will typically be required to "indemnify" or reimburse the other party for any losses the latter may suffer as a result of the first party breaching its representations and warranties. In this case, the indemnification clause is made reciprocal, although the representations and warranties of each are quite different.

17. Termination

- (a) Either party may terminate this Agreement at anytime on sixty (60) days written notice to the other.
- (b) Either party may terminate this Agreement in the event the other party is in material breach of any provision of this Agreement upon ten (10) business days' prior written notice, unless the party receiving notice corrects the default within such ten business (10) day period.
- (c) Notwithstanding the forgoing, pursuant to sections 5, 13 and 14, Hostco can immediately terminate this Agreement and withdraw the Services in the event that in the sole discretion of Hostco, it determines that:
 - (i) the Client is using or allowing, authorizing or assisting the Website to be used for illegal purposes; or
 - (ii) the Client Content is in breach of any law or any right of any third party, including but not limited to any right of copyright, trademark, or other property right of any person or entity; or
 - (iii) the Client downloads or installs third party software to its Website without the express written authorization of Hostco.

DISCUSSION: Because Hostco is required to allocate a certain amount of its resources to provide the hosting services for any client, it requires adequate notice of termination. Likewise, the client will require adequate time to find other hosting services. Consequently, in this case both parties can terminate on 60 days notice to the other for any reason. The notice period is shorter where one party is in breach of the Agreement and the termination will be effective unless the breaching party "cures" or corrects the breach within the notice period. Finally, due to the Hostco's concerns about becoming liable for the Client's illegal Client Content, illegal use of the Website and/or the potential detrimental impact of third party software corrupting its systems and its services to other clients, Hostco will want the ability to terminate immediately should the Client undertake this prohibited activity.

18. Notice

- (a) Any notice required or permitted to be given hereunder shall be in writing and shall be deemed given (i) when delivered personally to any officer of the party being notified; or (ii) on the third business day after being sent by registered or certified mail, postage prepaid, facsimile telecopier, addressed as follows:

To the Client: [Contact Name]
NEW MEDIA PRODUCTIONS INC.
[Address]
[Phone & Fax Number]

To Hostco: [Contact Name]
HOSTING SERVICES LTD.
[Address]
[Phone & Fax Number]

DISCUSSION: It is prudent to include how notice is to be given and when it is deemed to have effectively been given to the other party.

19. Independent Contractors

- (b) Hostco and Client are independent contractors and neither shall act as the other's agent, or be deemed an agent or employee of the other, nor shall this Agreement be interpreted as creating a partnership or joint venture or otherwise.

DISCUSSION: The purpose of this provision is to expressly define the relationship between the Parties as being an agreement between independent contractors for reasons related to liability. Both parties could be exposed to greater liability if the Agreement is interpreted as an agreement creating a partnership or employment relationship. Additionally, neither party will want the other to act or be deemed to an agent of it.

20. Force Majeure

- (a) Neither party hereto shall be responsible for any losses or damages to the other occasioned by delays in the performance or non-performance of any of said party's obligations when caused by Acts of God, strike, acts of war, inability of supplies or material or labor or any other cause beyond the reasonable control of the said party.

DISCUSSION: This clause is intended to protect both parties from their respective failure to perform its obligations as a result of an "act of God" over which it has no control.

21. Severability

- (a) In the event any portion of this Agreement is deemed to be invalid or unenforceable, such portion shall be deemed severed and the parties agree that the remaining portions of this Agreement shall remain in full force and effect.

DISCUSSION: The purpose of this clause is to allow the Parties to have certainty that the Agreement will remain in effect and binding, notwithstanding one or more of its provisions is found to be unenforceable or illegal under law. Should one provision be found to be so, the Parties agree to "sever" that provision from the rest of the Agreement and remain bound by the surviving terms.

22. Assignment

- (a) Neither party may assign or otherwise transfer this Agreement without the written consent of the other party. This Agreement shall enure to the benefit of and bind the parties hereto and their respective legal representatives, successors and assigns.

DISCUSSION: Neither party will want the other to be able to "assign" or sell the Agreement to another party with whom it has no knowledge, experience or prior relationship without prior approval.

23. **Governing Law**

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province of X in the country of Canada.

DISCUSSION: The courts' interpretation of law in Canada and the applicable provincial legislation can vary from jurisdiction to jurisdiction. Therefore each of the Parties wants to ensure it understands how the terms of the Agreement will likely be interpreted and what provincial law may apply to the circumstances. Consequently, the Parties expressly state which laws will apply to the contract. Also, in the event that there is a dispute that ends up in court, each of the Parties will want to ensure that the jurisdiction in which it will litigate is the most convenient to its head office and/or most favourable in terms of law. Most parties to agreements will prefer both the governing law and the jurisdiction of the province in which its head office is located since it is most likely to understand the local law and it is very expensive to travel and retain legal counsel for litigation taking place in a foreign jurisdiction. However, since this Agreement is likely to be a standard form template to be used with all its Client's, the governing law will likely be the province in which the Hostco locates its head office.

24. **Entire Agreement**

- (a) This Agreement, including the recitals and Schedules, sets forth the entire agreement between the parties with respect to the subject matter hereof and, subject to Hostco's rights of revision as set out in subsection 3(b) herein, the Agreement shall be amended only by a writing signed by the parties.

DISCUSSION: The purpose of this clause is to explicitly exclude any oral or written representations, agreements or communications that may have taken place between the Parties, from the binding terms of the written Agreement. This is important since there may have been extended negotiations between the Parties prior to them reaching a final meeting of the minds and reducing the terms to the written Agreement. It prevents either party from relying on anything external to the written Agreement, such as oral promises or inducements. It also specifies that any amendment to the Agreement must be made in writing and signed by both Parties, except any revisions of the Fees as described in subsection 3(b).

25. **Counterparts**

- (a) This Agreement may be executed in counterparts in the same form and such parts so executed shall together form one original document and be read and construed as if one copy of the Agreement had been executed.

DISCUSSION: Under ideal circumstances, it is best for both Parties to sign the same original document to have absolute certainty that it understands the agreement it is bidding itself to. However this clause contemplates the possibility that the Parties may prefer to sign the execution pages of the Agreement via fax transmission for reasons of expediency and convenience. It expressly states that the Parties have agreed that such form of execution will be considered valid and binding as if they had both signed the same document.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective this _____ day of _____, 20__.

HOSTING SERVICES LTD.

Per: _____
Authorized Signatory

NEW MEDIA PRODUCTIONS INC.

Per: _____
Authorized Signatory

**Schedule A – to the Hosting Services Agreement dated the ____ day of _____,
20___. Between Hosting Services Ltd. (“Hostco”) and New Media Productions Inc.
 (“Client”)**

SERVICES

1. hosting of Website on Hostco’s servers
2. [X] GB of data transfer per month
3. firewall protection of Website servers
4. back-up of Client data daily on site, weekly off-site
5. [X] megabytes of hard disc storage space
6. [X] number of domain names
7. Reports, including audience measurement metrics such as [X]
8. server side software programming
9. databases

FEE SCHEDULE

- Set up fee \$ [X]
- \$ [X] per month
- \$ [X] per extra GB of data transfer per month
- \$ [X] per hour, as required