

CH CORP. and COMPUTER HEALTH Inc.

Consumer & Business Services

Terms of Sale and Limited Warranty Agreement



STANDARD TERMS OF SALE AND LIMITED WARRANTY AGREEMENT

This Agreement applies to any order, purchase, receipt, delivery or use of any products and services (collectively, "purchase") from Computer Health Inc. or any of its subsidiaries or affiliates ("Computer Health") or a Computer Health authorized reseller ("Reseller"), unless you enter into a separate written agreement with Computer Health. **THIS AGREEMENT APPLIES TO YOUR PURCHASE UNLESS YOU NOTIFY COMPUTER HEALTH IN WRITING THAT YOU DO NOT AGREE TO THIS AGREEMENT WITHIN 15 DAYS AFTER YOU RECEIVE THIS AGREEMENT AND YOU RETURN YOUR PRODUCT OR CANCEL SERVICES UNDER COMPUTER HEALTH'S REFUND POLICY. THIS AGREEMENT CONTAINS A DISPUTE RESOLUTION CLAUSE. PLEASE SEE SECTION 8 BELOW.**

1. Payment Terms. Advertised prices are in Canadian dollars and exclude shipping, handling and taxes unless otherwise noted. You are responsible for paying all taxes associated with your order. Computer Health may change prices without notice to you before Computer Health enters your order and may modify and substitute products and components without notice to you prior to shipping. Payment is due at the time stated in your invoice or when product is shipped unless Computer Health has extended credit to you. Amounts not paid when due bear interest at the rate of 2% per month (24% per annum) or the highest rate allowed under applicable law, whichever is lower. If you financed your purchase, the loan or lease transaction is between you and your lender, independent of your purchase from Computer Health, except that Computer Health may, at the request of your lender, withhold technical and warranty support and other services from you.

2. Shipping and Title. Computer Health will arrange to ship products to you. Title to products passes to you when Computer Health delivers them to the shipper and risk of loss passes to you when the shipper delivers products to the address you designate. Title to software remains with the licensor of the software. Your use of software is subject to license agreements applicable to the software. You must notify Computer Health of damaged or missing items from your order within 7 days after you receive your product.

3. Return Policy. You may return products and cancel unused services within 15 days after you receive your product or are invoiced for services. To return products and cancel services you must follow Computer Health's return procedures, including obtaining a return merchandise authorization (RMA) kit and returning products within 7 days after you receive an RMA kit. Computer Health will refund the original purchase price of products and related sales taxes. SHIPPING & HANDLING FEES (INCLUDING RELATED SALES TAXES) ARE NOT REFUNDABLE. YOU ARE RESPONSIBLE FOR PRODUCTS UNTIL COMPUTER HEALTH RECEIVES THEM. YOU WILL BE CHARGED SHIPPING AND HANDLING OR RESTOCKING FEES TO RETURN PRODUCTS. Returned products must be in the same condition as you received them. You must return all pre-loaded software with the product to obtain a refund for the product, and you may only return pre-loaded software if you choose to return the product. You may return other software only if the package has not been opened. THIS RETURN POLICY IS NOT A WARRANTY NOTE:

Computer Health will not accept for return any products you purchased from a Reseller. Additional restrictions may apply on certain products purchased from Computer Health.

4. Technical Support. Computer Health will provide technical support for products at no additional charge for 30 days from the date of shipment or invoice or, if longer, the period stated in your service package. For Computer Health-branded personal computers and servers, the scope of technical support consists of helping you reinstall the operating system and factory-installed software and restore it to the original factory configuration. In addition, during your support period Computer Health will assist you with (i) installation of any network operating system ("NOS") purchased by you from Computer Health; (ii) configuration of the NOS software so that it works with the networked Computer Health computers you purchased; (iii) setup of the NOS software so that it is fully integrated with other products you purchased from Computer Health; and (iv) troubleshooting issues associated with the NOS software and assistance with NOS error messages. Technical support for issues beyond the scope of this basic technical support may be available under other service packages. Computer Health provides technical support via telephone and other methods. Computer Health may change the means through which it provides technical support at any time. **Computer Health does not guarantee that software will**

be free from errors, either in isolation or in combination with hardware.

5. Product Warranty. Computer Health warrants to the original purchaser or, for products purchased from a Reseller, to the original end-user that Computer Health-branded products will be free from defects in materials and workmanship from the date of shipment for 30 days from the date of shipment or invoice or, if longer, the period stated in the product manual or your service package. During the warranty period, Computer Health will, at its option: (1) provide replacement parts necessary to repair the product, (2) replace the product with a comparable product, or (3) refund the amount you paid for the product, LESS DEPRECIATION, upon its return. Computer Health or a third party service provider, under a separate agreement between you and the service provider, will provide labor to resolve warranty issues during your warranty period. Repair services are available at your location only if provided as part of the service package you purchased. Computer Health will determine how and where repair services are provided, and you may be required to deliver your product to an authorized service location. Replacement parts or products will be new or serviceably used, comparable in function and performance to the original part or product, and warranted for the remainder of the original warranty period or, if longer, 30 days after they are shipped to you. You authorize Computer Health to send replacement parts and products to an authorized third party service provider. Purchasing additional products from Computer Health does not extend your warranty period. To obtain service under this limited warranty, you must follow Computer Health's warranty procedures. If Computer Health asks you to return defective parts or products, you must do so within 7 days after you

receive the replacement parts or products. Computer Health will charge you for replacement parts or products if you fail to do so. If you are a domestic Canadian customer who purchased a product directly from Computer Health, Computer Health will arrange to ship replacement parts or products to and from you, and will pay the shipping costs. If you live outside Canada, the details of your warranty service may vary as described below. **THIS LIMITED WARRANTY COVERS NORMAL USE. COMPUTER HEALTH DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR DAMAGES CAUSED BY MISUSE, ABUSE, ACCIDENTS, VIRUSES, UNAUTHORIZED SERVICE OR PARTS, OR THE COMBINATION OF COMPUTER HEALTH BRANDED PRODUCTS WITH OTHER PRODUCTS. THIS LIMITED WARRANTY DOES NOT COVER SOFTWARE OR NON-COMPUTER HEALTH BRANDED PRODUCTS. ANY WARRANTY APPLICABLE TO SOFTWARE OR NON-COMPUTER HEALTH BRANDED PRODUCTS IS PROVIDED BY THE ORIGINAL MANUFACTURER.**

6. Services and Service Warranty. The terms of services provided to you by Computer Health consist of this Agreement and the additional terms stated in separate services descriptions provided by Computer Health. For a period of 30 days after services are performed, Computer Health warrants that services provided by it will be performed in a professional and workmanlike manner. You should back up all files before services are performed. **COMPUTER HEALTH IS NOT RESPONSIBLE FOR ANY LOSS OF YOUR DATA.**

7. Disclaimer of Warranties; Limitation of Liability. EXCEPT FOR THE WARRANTIES EXPRESSED IN THIS AGREEMENT, COMPUTER HEALTH DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW. THE TERM OF ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED ARE LIMITED TO THE TERM OF THIS AGREEMENT. COMPUTER HEALTH'S AND YOUR MAXIMUM LIABILITY TO THE OTHER IS LIMITED TO THE PURCHASE PRICE YOU PAID FOR PRODUCTS OR SERVICES PLUS INTEREST AS ALLOWED BY LAW. NEITHER YOU NOR COMPUTER HEALTH IS LIABLE TO THE OTHER IF YOU OR IT ARE UNABLE TO PERFORM DUE TO EVENTS YOU OR IT ARE NOT ABLE TO CONTROL, SUCH AS ACTS OF GOD, TERRORISM, OR FOR PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, OTHER THAN THOSE DAMAGES THAT ARE INCAPABLE OF LIMITATION, EXCLUSION OR RESTRICTION UNDER APPLICABLE LAW. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

8. Dispute Resolution. You and Computer Health agree that any Dispute between You and Computer Health will be resolved exclusively and finally by arbitration administered by the National Arbitration Forum (NAF) and conducted under its rules, except as otherwise provided below. You and Computer Health will agree on another arbitration forum if NAF ceases operations. The arbitration will be conducted before a single arbitrator, and will be limited solely to the Dispute between You and Computer Health. The arbitration, or any portion of it, will not be consolidated with any other arbitration

and will not be conducted on a class-wide or class action basis. The arbitration shall be held at any reasonable location near your residence by submission of documents, by telephone, online or in person whichever method of presentation You choose. If You prevail in the arbitration of any Dispute with Computer Health, Computer Health will reimburse You for any fees you paid to NAF in connection with the arbitration. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction. Should either party bring a Dispute in a forum other than NAF, the arbitrator may award the other party its reasonable costs and expenses, including attorneys' fees, incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this dispute resolution provision.

You understand that, in the absence of this provision, You would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that You have expressly and knowingly waived those rights and agreed to resolve any Disputes through binding arbitration in accordance with the provisions of this paragraph For the purposes of this provision, the term "Dispute" means any dispute, controversy, or claim arising out of or relating to (i) this Agreement, its interpretation, or the breach, termination, applicability or validity thereof, (ii) the related order for, purchase, delivery, receipt or use of any product or service from Computer Health, or (iii) any other dispute arising out of or relating to the relationship between You and Computer Health; the term "Computer Health" means Computer Health, its parents, subsidiaries, affiliates, directors, officers, employees, beneficiaries, agents, assigns, component suppliers (both hardware and software), and/or any third party who provides products or services purchased from or distributed by Computer Health; and the term "You" means you, or those in privity with you, such as family members or beneficiaries. Information may be obtained from the NAF on line at www.arb-forum.com, by calling 800-474-2371 or writing to P.O. Box 50191, Minneapolis, MN, 55405.

9. General. You may not assign this Agreement without Computer Health's written consent. Computer Health and its subsidiaries and affiliates are intended beneficiaries of this Agreement. If there is any inconsistency between this Agreement and any other agreement included with or relating to products or services purchased from Computer Health, this Agreement shall govern. This Agreement may not be modified, altered or amended without the written agreement of Computer Health. Any additional or altered terms attached to your order shall be null and void, unless expressly agreed to in writing by Computer Health. If any term of this Agreement is illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired. This Agreement shall be interpreted under the laws of the Province of Alberta, without giving effect to conflicts of law rules.

Privacy Notice. Computer Health respects our customers' right to privacy and will take all appropriate steps to keep your personal information confidential. You can review Computer Health's Privacy Policy on our web site. The Privacy Policy also explains how you can update your information and elect not to receive email marketing solicitations from Computer Health. In addition, Computer Health obtains customer information from other companies that provide products and services to our customers. By purchasing, registering for or using other companies' products and services that are distributed by Computer Health, you agree that these companies may transfer your customer information to Computer Health. Computer Health will maintain and use your customer information in accordance with its Privacy Policy.

Language. You confirm your request that this Agreement and all documents related directly or indirectly thereto be drafted in the English language. Vous reconnaissez avoir requis que la présente convention ainsi que tous les documents qui s'y rattachent directement ou indirectement soient rédigés en langue anglaise.

Please send correspondence about this Agreement to:

**CH CORP./Computer Health Inc.
Customer Service Department
Suite 242
1919B – 4th Street S.W.
Calgary, AB T2S 1W4**