Terms of Agreement

The Desktop SMS service will be made available to subscribers under the following conditions:

- The subscriber shall accept one of the six software packages as defined in Schedule **A** attached hereto by providing Power Systems Projects (the service provider) with an official order for the selected product.
- The subscriber shall pay the monthly fee for the chosen service monthly in advance.
- The Service Provider shall email the software packages to the subscriber on receipt of the first payment. The packages shall be ready for installation on workstations with Windows XP or later operating systems.
- The software may be installed on any number of workstations within the organization of the subscriber. A list of email addresses must be provided to the service provider of authorized users within the organization of the subscriber.
- The operation of the software package will send requests to the service provider for the transmission of SMS messages. The service provider shall transmit the messages on condition that the subscriber has:
    - a) Paid the monthly fee for the package in advance,
    - b) Paid for access messages and image hosting for the previous month
    - c) Informed the service provider of the authority of the workstation to send SMS messages.
- When a request to transmit SMS messages is refused by the Service Provider on the grounds of one of the conditions stated above, the subscriber shall receive an email stating the reason for such refusal.
- When a request to transmit an SMS message is received from an authorized email address within the organization of the subscriber, the subscriber will be deemed to have authorized the message.
- The service shall continue for as long as the subscriber agrees to pay the monthly fee in advance, or until the service provider stops to provide the service.
- The subscriber remains liable for access messages and picture hosting for previous months after the service has terminated.
- The Subscriber hereby indemnifies and holds the Service Provider harmless against any and all losses, injury, damage, fines, penalties and claims of whatsoever nature and howsoever arising from or connected with the Equipment and Software, or the use or possession thereof and whether or not such claims are caused by any act or omission of the Subscriber or anyone else.