



Master Service Agreement – General Terms and Conditions

GENERAL PROVISIONS

1 DEFINITION AND INTERPRETATION

In these Conditions, the Rate Schedule and every Statement of Work, Work Order, Service Plan contract, or other arrangement in connection with the supply of any and all Goods or Services by Tech North Solutions Inc. the following words have the following meanings:

“Attached” means that additional SOW and/or Contracts, and/or Related Documents, each of which must be executed by both Parties and, upon such execution, is deemed incorporated in these Terms for all purposes related to the MSA;

“Agreement”, “Contract”, “Statement of Work”, or “SOW” means an Agreement to provide Goods, Services, and/or Work associated with any Rate Schedule, Statement of Work, Work Order, Service Plan, Service Request, Quote for Products, Services and/or Work, or any other Arrangement in these Conditions. A Contract includes any monies payable to Us on a quantum meruit basis for any Work We have done or Goods we have provided;

“The Parties” refers to the all signatory parties associated with the umbrella MSA Agreement;

“Client”, “You” or “Your” means a person who seeks or obtains a Contract from Us, and includes both a person whose name is on the Order or on an email attached to which is an order, a person who places an order, and a person on whose behalf an Order is placed or on whose behalf it appears and order is placed, and in any case each of their heirs, successors and assigns;

“Conditions” or “T&Cs” means these Master Service Agreement - General Terms and Conditions (“MSA-GTC”) or other Terms and Conditions referenced by Related Agreements;

“Device” means a computer system, networked device, server or other hardware component that will be managed, maintained and/or monitored in some way, as part of a SOW or Service Plan;

“GST” has the meaning given to it under Canada’s “Excise Tax Act pertain to Canada’s “Goods and Services Tax”;

“Maser Service Agreement” or “MSA” refers to the umbrella Agreement that all clients sign that references these MSA-GTC and other such Terms and Conditions in Related Documents including Contracts and/or SOW that may become attached to the MSA;



Master Service Agreement – General Terms and Conditions

"Product" or **"Goods"** means any hardware product, software license, and/or other subscription service sourced by Us or provided directly by Us in connection with any SOW;

"Quote" means a quote for goods and/or services provided to You by Us, which may include Products, Projects, or Work Orders;

"Rates" means the hourly rates for labour and other charges for Services (including any call-out fees and any Return/Cancellation Fees) set out in the Contract or other Arrangement entered into by Us and You or in these Conditions, and includes any monies payable to Us on a quantum meruit basis for any work it has done;

"Rate Schedule" means the schedule of rates, charges and conditions for Our services as set, and as may be varied, by Us from time to time in Our discretion with Notice according to provisions in the MSA unless superseded by any Related Document or SOW;

"Related Document" or **"Document"** means any physical or virtual document referenced by another Agreement, SOW and/or Contract document that becomes Attached with the MSA;

"Service Request" means a request for service such as add/move/change requests associated with Users, and/or Devices and requests for technical assistance;

"Service" means the provision of any services by Us including Work, service subscriptions, advice and recommendations of various forms, including fixed price labour services and labour services measured by time duration and charged according to a Rate Schedule;

"Service Plan" means any arrangement between Us and You (whether alone or in conjunction with any other person) for Services (including unlimited support) and/or the provision of Goods provided by Us under an arrangement in connection with Work agreed to be done or progressed for or on behalf of You or any other person at Your request, including as set out in a Quote or other SOW;

"Software" includes software licenses and any installation, update, associated software and any services provided in connection with any of these things;

"Subcontractor" means a third-party to whom TNS contracts to provide specified services to complete the services indicated in the applicable Contract;

"Third-Party Service Providers" means Services provided by an entity or a Party other than the Us in fulfillment of the Contract requirements whose terms and conditions We and You may be legally bound;



Master Service Agreement – General Terms and Conditions

“Third-Party Product Vendors” means software, machinery, equipment and/or products inclusive of component parts purchased from other vendors in fulfillment of any Contract requirements;

“Us”, “Our”, “We”, or “TNS” means Tech North Solutions Inc., GST: 84811 6562 and its heirs, successors and assigns;

“User” means a named individual person that is associated with a Contract and may require Goods and/or Services;

“Work” means anything We may do, provide, customise, produce or acquire, whether or not in connection with, or for the purposes of, You or Your use or benefit, and includes servicing, testing, troubleshooting, installation and configuration of new equipment or software, consulting, helping, scoping, planning, documenting, training and quoting for complex items; and

“Work Order” means any order requested by You to Us for Goods and/or Services in any form.

“Engagement” means that You hereby engage and retain Us to render Services or provide Goods, as specifically set forth and limited in the SOW, or subsequent Contracts, as agreed among The Parties under such SOW, except as otherwise stated therein. Subsequent SOWs or Contracts shall be made a part of and subject to the Terms contained herein. No Work, Product or Service will be provided under these Terms alone but will require the execution of a written or electronic SOW, or other mutually acceptable Work Order documentation, each of which must be executed by both Parties and, upon such execution, is deemed incorporated in these Terms for all purposes. In the event of any conflict between the Contract and these Terms, the terms of the SOW will prevail over these Terms.

In these Conditions, the Contract or other arrangement in connection with the supply of Goods and/or Services by Us, unless the contrary intention appears:

Words denoting the **singular** number only **shall include the plural** number and vice versa;

Reference to **any gender shall include every other gender**;

Reference to **any Act of Parliament, Statute or Regulation shall include any amendment** currently in force at the relevant time and any Act of Parliament, Statute or Regulation enacted or passed in substitution therefore;



Master Service Agreement – General Terms and Conditions

Headings and words put in **bold** are for convenience of reference only and **do not affect the interpretation or construction** of these Conditions;

All references to dollars (\$) are to Canadian Dollars;

A reference to time is to Pacific Time Zone, Canadian Time;

A reference to an **individual or person includes**: a corporation, partnership, joint venture, association, authority, trust, or government and vice versa;

A reference to a recital, clause, schedule, annexure or exhibit is to a recital, clause, schedule, annexure or exhibit of or to these Conditions or any other Associated Agreement;

A recital, schedule, annexure or description of the parties forms part of these Conditions;

A reference to any Contract, SOW, Agreement or document is to that agreement or document (and, where applicable, any of its provisions), as amended, novated, supplemented or replaced from time to time;

Where an expression is defined, **another part of speech or grammatical form of that expression has a corresponding meaning**;

A reference to **“includes”** means **includes without limitation**;

A reference to **“will”** imports a condition not a warranty; and

A reference to **bankruptcy or winding up** includes bankruptcy, winding up, liquidation, dissolution, becoming an insolvent under administration, being subject to administration and the occurrence of anything analogous or having a substantially similar effect to any of those conditions or matters under the law of any applicable jurisdiction and to the procedures, circumstances and events which constitute any of those conditions or matters.



Master Service Agreement – General Terms and Conditions

2 APPLICATION OF THESE TERMS AND CONDITIONS

- 2.1** Unless otherwise agreed by Us in writing, these Conditions are deemed incorporated in and are applicable to (and to the extent of any inconsistency will prevail over) the terms of every Contract or other arrangement in connection with the supply of Goods, Services and/or Work by Us to You.
- 2.2** The invalidity or enforceability of any one or more of the provisions of this Agreement will not invalidate, or render unenforceable, the remaining provisions of this Agreement
- 2.3** We may change these Terms at any time providing Notice to You according to the Terms of this agreement. Using the Services after the changes to these Terms become effective means You agree to the new terms. If You don't agree to the new terms, You must stop using the Services, contact Us and terminate any current Contract.
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3 REPRESENTATIONS

You acknowledge that no employee or agent of Ours has any right to make any representation, warranty or promise in relation to the supply of Goods or Services other than subject to and as may be contained in the Conditions.

4 NOTICES

Any notices given under the Conditions shall be in writing and sent by e-mail to the last notified e-mail address of Yours.

5 GOVERNING LAW

The Conditions shall be governed by and construed in accordance with the laws of British Columbia, Canada and the parties submit to the non-exclusive jurisdiction of the Courts of British Columbia.

6 ASSIGNMENT

You may not assign Your rights and obligations under this Agreement without the prior written consent of Us.

7 VARIATION OF THESE TERMS AND CONDITIONS

We may at any time vary these Terms and Conditions by publishing the varied Terms and Conditions on Our website. You accept that by doing this and informing you per Notices, that We have provided You with sufficient notice of the variation. We are under no other obligation to notify You of any variation to these terms and conditions.



Master Service Agreement – General Terms and Conditions



Master Service Agreement – General Terms and Conditions

8 CONFIDENTIALITY

8.1 DEFINITION OF CONFIDENTIAL INFORMATION

8.1.1 As used herein, “Confidential Information” means all confidential and proprietary information that a party (“Disclosing Party”) disclosed to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Without limiting the scope of this definition, Confidential Information includes the terms of this Agreement (including pricing and other terms reflected in the Schedules hereunder), any trade secrets, client files, client lists, business, marketing, financial or sales record, data, plan, or survey; and any other record or information relating to the present or future business, product or service of the Disclosing Party.

8.1.2 Confidential Information (except Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owned to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owned to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owned to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owned to the Disclosing Party.

8.2 CONFIDENTIALITY

The Receiving Party shall not, directly or indirectly, disclose to any party (outside of or within the Disclosing Party) any Confidential Information or use any Confidential Information (as defined herein) other than pursuant to this Agreement, except with the Disclosing Party's prior written permission.

8.3 PROTECTION

Each party agrees to protect the confidentiality of the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information.

8.4 COMPELLED DISCLOSURE

If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior written notice of such



Master Service Agreement – General Terms and Conditions

compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing party wishes to contest the disclosure.

8.5 COPYRIGHT

- 8.5.1 **Warranty and breach:** You warrant that any confidential or copyright information or intellectual property (of any kind and in any form held) or provided by You to Us belongs to You. In the event of any breach of this warranty, You will pay all sums due to Us as if such warranty had not been breached (and regardless of any non-performance of any obligation by Us on account of or in connection with the breach of such warranty). You indemnify and hold Us harmless in respect of any allegations, claims, loss, costs or expenses in connection with such breach of warranty by You.
- 8.5.2 **Retention of title:** All copyright and other intellectual property rights in any Work created, commissioned or acquired by Us in the course of the supply of Services by Us to You will be the exclusive property of Ours unless otherwise agreed in writing by Us and You.
- 8.5.3 You also acknowledge that all information and services, consulting techniques, proposals, and documents disclosed by Us or which comes to Our attention during the course of business and provided under this agreement constitute valuable assets of, and confidential and/or proprietary information to Us.
- 8.5.4 As such, both parties shall take all commercially reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any part or parts of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose except unless permitted in writing by the disclosing party or as required by applicable law.

9 CLIENT DATA OWNERSHIP AND RESPONSIBILITY

You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of any data, information or material proprietary submitted by You to Us.

10 INTELLECTUAL PROPERTY.

We retain all intellectual property rights in any property invented or composed in the course of or incident to the performance of this Agreement, as well as any software,



Master Service Agreement – General Terms and Conditions

materials, or methods created prior to or after conclusion of any work “Intellectual Property”. You acquire no right or interest in any such intellectual property, by virtue of this Agreement or the work performed under this Agreement.

10.1 You may only use and disclose Intellectual Property in accordance with the terms of this Agreement and applicable Contract and/or other SOW documents. We reserve all rights in and to the Intellectual Property not expressly granted in this Agreement. You may not disassemble or reverse engineer any Intellectual Property or decompile or otherwise attempt to derive any software source code within the Intellectual Property from executable code, except to the extent expressly permitted by applicable law despite this limitation or provide a third-party with the results of any functional evaluation, or benchmarking or performance tests on the Intellectual Property, without Our prior written approval. Except as expressly authorized in these Terms or a Contract and/or other SOW documents, You may not (a) distribute the Intellectual Property to any third-party (whether by rental, lease, sublicense or other transfer), or (b) operate the Intellectual Property in an outsourcing or other business to process the data of third parties. Additional usage restrictions may apply to certain third-party files or programs embedded in the Intellectual Property - applicable installation instructions or release notes will contain the relevant details.

10.2 LICENSE AGREEMENTS

10.2.1 **License.** Subject to these Terms, We grant You a perpetual, non-exclusive, non-transferable license to use all programming, documentation, reports, and any other product provided as part of the Services solely for Your own internal use. At all times, all software on the System must be genuine and licensed, and You agree to provide us with proof of such licensing upon our request. If We require You to implement certain minimum hardware or software requirements (“Minimum Requirements”), You agree to do so as an ongoing requirement of Our providing our Services to You.

10.2.2 **Software Installation or Replication.** If We are required to install or replicate Your software as part of the Services, You will independently verify that all such software is properly licensed. Your act of providing any software to Us will be



Master Service Agreement – General Terms and Conditions

deemed Your affirmative acknowledgement to Us that You have a valid license that permits Us to perform the Services related thereto. In addition, You will retain the duty and obligation to monitor Your equipment for the installation of unlicensed software unless We in a written Contract expressly agree to conduct such monitoring.

- 10.2.3 **Pre-Existing License Agreements.** Any software product provided to You by Us as a reseller for a third-party, which is licensed to You under a separate software license agreement with such third-party, will continue to be governed by the third-party license agreement.
- 10.2.4 **EULA.** Portions of the Services may require You to accept the terms of one or more third-party end user license agreements (“EULAs”). If the acceptance of a EULA is required in order to provide the Services to You, then You hereby grant Us permission to accept the EULA on Your behalf. EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in these Terms. You agree to be bound by the terms of such EULAs and will look only to the applicable third-party provider for the enforcement of the terms of such EULAs. If, while providing the Services, We are required to comply with a third-party EULA and the third-party EULA is modified or amended, We reserve the right to modify or amend any applicable Contract with You to ensure our continued compliance with the terms of the third-party EULA.
- 10.2.5 You agree to hold harmless and Indemnify Us against Your violation of any of the terms and conditions included in the subject EULA.

11 WARRANTY

- 11.1 We warrant that TNS or its contracted subcontractors, will perform the services substantially in accordance with the specifications set forth whether under these Terms, any Contract, and/or other SOW documents or otherwise in connection with any of them. For any breach of the foregoing warranty, We or Our contracted subcontractors, will exercise commercially reasonable efforts to re-perform any non-conforming services that were performed within the ten (10) business day period immediately preceding the date of Your written notice to Us specifying in reasonable detail such non-conformance. If We concludes that conformance is impracticable, then We will refund all fees paid by You to MSP hereunder, if any, allocable to such nonconforming Services, during the period



Master Service Agreement – General Terms and Conditions

of the breach.

11.2 Notwithstanding any provision to the contrary in these Terms, any warranty offered and provided directly by Our products shall be deemed null and void if the applicable product is (i) altered, modified or repaired by persons other than Us, including, without limitation, the installation of any attachments, features, or devices not supplied or approved by Us (ii) misused, abused, or not operated in accordance with Our specifications or the applicable manufacturer or creator of the hardware or product, or, (iii) subjected to improper site preparation or maintenance by persons other than Us or persons approved or designated by Us.

11.3 Notwithstanding the above, We do not warrant Our products or services beyond a reasonable standard or skill consistent with industry standards. We do not guarantee or promise any cost savings, profits, or returns on investment.

12 DISCLAIMERS.

12.1 CLIENT CYBER SECURITY

It is understood that within the Services provided it is not the intent, nor do We provide any type of internet security monitoring, cyber security monitoring, cyber terrorism monitoring, or protection for other cyber threats for You unless otherwise specified in any Contract or other SOW documents. As cyber threats are always evolving it is strongly recommended that You engage the services of a cyber protection third-party vendor to monitor the cyber controls and cyber activities in Your System if you do not contract with Us to do so. In no event, including the negligent act or omission on its part, shall We, whether under these Terms, a Contract, other SOW documents or otherwise in connection with any of them, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses, including without limitation loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable, if such loss was the result of or arose from any act of terrorism, strike or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, or any action taken in controlling, preventing or suppressing any of these things, including any such act or series of acts of any person or group(s) or persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including but not limited to the intention to influence any government and/or to put the public in fear for such purposes by using activities



Master Service Agreement – General Terms and Conditions

perpetrated electronically that are directed towards the destruction, disruption or subversion of communication and information systems, infrastructure, computers, telecommunications or electronic networks and/or its content thereof or sabotage and or threat therefrom

12.2 TELEMARKETING AND UNSOLICITED EMAILS

In no event, including the negligent act or omission on Our part, shall We or Our contracted subcontractors, whether under these Terms, a Contract, SOW documents or otherwise in connection with any of them, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses, including without limitation loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable, if Your data is breached because of the distribution of unsolicited email, direct mail, facsimiles, telemarketing or because of the collection of information by means of any form of electronic malware, wiretapping, bugging, video cameras or identification tags.

12.3 EXTRAORDINARY EVENTS

In no event shall We or Our contracted subcontractors, whether under these Terms, a Contract, other SOW or otherwise in connection with any of them, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses, including without limitation loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable, if such loss was the result of or arose from any failure or malfunction of electrical, mechanical or telecommunications infrastructure and equipment or services, any satellite failure, or from any fire, flood, earthquake, volcanic eruption, explosion, lighting, wind, hail, tidal wave, landslide, act of God, national or global pandemic or other physical event.

12.4 WARRANTY DISCLAIMER

12.4.1 The express remedies set forth in these Terms will constitute Your exclusive remedies, and Our sole obligation and liability, for any claim (a) that a Product or Service provided hereunder does not conform to specifications or is otherwise defective, or (b) that the Services were performed improperly.

12.4.2 Except for the warranties made by Us in section 13.2, which are limited



Master Service Agreement – General Terms and Conditions

warranties and the only warranties provided to client, the services and deliverables are provided strictly "as-is". MSP does not make any additional warranties, expressed, implied, arising from course of dealing or usage of trade, or statutory, as to the deliverables or services provided hereunder, or any matter whatsoever. The parties disclaim all warranties of merchantability, fitness for a particular purpose, satisfactory quality, title and non-infringement.

- 12.4.3 We do not warrant that the services or any deliverables will meet any of your requirements not set forth herein, that any deliverables will operate in the combinations that you may select for use, that the operation of any deliverables will be uninterrupted, secure or error-free, or that all errors will be corrected. If pre-production (E.G. "Alpha" or "Beta" releases of software are provided to you, such copies are provided "As-Is" without warranty of any kind.
- 12.4.4 No statement by any of Our employees or agents, orally or in writing, will serve to create any warranty or obligation not set forth herein or to otherwise modify these Terms in any way whatsoever.

13 PRIVACY STATEMENTS AND YOUR RIGHTS

- 13.1** We are collecting Your personal information for the fulfilment of Contracts for the provision of Goods, Services and/or Work to You and We may retain and use it for any such purposes ("Authorised Purposes").
- 13.2** You are required to provide your personal information to Us for Authorised Purposes.
- 13.3** We may disclose Your personal information to other persons for the purposes of the fulfilment of Contract requirements for you or in order to provide Goods, Services and/or Work to You, to verify the information You provide, for enquiries about Goods, Services and/or Work that may be suitable for your purposes, or to confirm Your requirements, to anyone proposing to supply Goods, Services and/or Work to You, or to acquire Goods or Services on Your behalf, or in respect of enquiries relating to any of the foregoing.
- 13.4** Otherwise, We will not disclose Your personal information without Your consent unless authorised by law.
- 13.5** Your personal information will be held by Us at Our Principal Place of Business and You can contact Us to request to access or correct it.
- 13.6** We rely on You to submit correct information and details where requested. You



Master Service Agreement – General Terms and Conditions

accept that You may incur additional expenses if you submit incorrect information.

14 OUR WEBSITE

14.1 We make no representations or warranties in relation to information available on Our website, including without limitation:

14.1.1 that the information on Our website is complete or correct;

14.1.2 that Our website will be continuously available or free from any delay in operation or transmission, virus, communications failure, internet access difficulties or malfunction in hardware or software; and that We endorse any internet site linked to Our website or any third party products or services referred to on Our website.



Master Service Agreement – General Terms and Conditions

15 GENERAL PROVISIONS

15.1 CONTRACTOR STATUS

The relationship of Us to You is that of an independent contractor and not that of an agent or employee of Yours. It is expressly understood and agreed by the parties that You shall not have, nor exercise, any control or direction over the manner or methods by which We provides services other than the right to require that the performance of such services be in accordance and consistent with the terms set forth in this Agreement or any attached Contract.

15.2 SERVICE JURISDICTION

The parties agree that the Service Jurisdiction for on-site support is within the municipal boundary of the Village of Burns Lake. If a location is beyond the Service Jurisdiction, additional travel charges may apply, at the sole discretion of Us.

15.3 LOANED OR RENTED EQUIPMENT

You agree that any equipment utilized by Us that is not explicitly purchased by You, in the execution of this or any service, shall remain the property of Us. You further agree to cease the use of any equipment that remains Our property upon the termination of this Agreement.

15.4 GENERAL HEALTH AND SAFETY

We agree to comply with all applicable health and safety regulations, and You agrees to remedy any conditions which exist that have the potential to create a hazard.

15.5 DATA ACCESS AND STORAGE

Depending on the Service provided, a portion of Your data may occasionally be accessed or stored on secure servers located outside of Canada. You agree to notify Us if Your company requires Us to modify Our standard access or storage procedures

15.6 FORCE MAJEURE

This Agreement is designed to address the Your needs during normal operating conditions. We shall not be liable for damages, delay, or default in performance if such delay or default is caused by conditions beyond Our control, including but not limited to, acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, work stoppages, strikes, and/or any other cause beyond the reasonable control of either party.

Furthermore, damage and/or significant problems that result from anomalies and/or abnormal circumstances such as fire, flood, electrical surges, deliberate malicious acts, theft, acts of God, wars, insurrections, and/or any other cause beyond the reasonable control of either party fall outside the terms of this Agreement, Contract



Master Service Agreement – General Terms and Conditions

and/or any SOW.

15.7 REPRESENTATIONS AND WARRANTIES

We represent and warrant that any work completed under the Terms of this Agreement and any attached SOW will be performed to the best of its ability and in accordance with reasonable and customary practices prevailing at the time for its business, and that no other warranties exist, expressed or implied.

- 15.7.1 Notwithstanding any provision to the contrary in these Terms, any warranty offered and provided directly by Our product shall be deemed null and void if the applicable product is (i) altered, modified or repaired by persons other than Us, including, without limitation, the installation of any attachments, features, or devices not supplied or approved by Us (ii) misused, abused, or not operated in accordance with the specifications of Us or the applicable manufacturer or creator of the hardware or product, or, (iii) subjected to improper site preparation or maintenance by persons other than Us or persons approved or designated by Us.
- 15.7.2 Notwithstanding the above, We do not warrant Our products or services beyond a reasonable standard or skill consistent with industry standards. We do not guarantee or promise any cost savings, profits, or returns on investment.
- 15.7.3 Neither Party shall be liable to the other for any consequential damages arising out of or related to the performance of this Agreement.
- 15.7.4 You represent and warrants that Your employees have the authority necessary to request work from Us within the boundaries of this Agreement, unless otherwise specified in any attached CONTRACT.
- 15.7.5 You will rely on the warranties provided by the manufacturer of Goods supplied by Us (where applicable) and will deal direct with such manufacturer rather than Us for all claims covered by such warranties.
- 15.7.6 You indemnify and hold Us harmless in respect of the performance or otherwise, by any manufacturer of Goods supplied to You by Us, of any of the obligations of such manufacturer in respect of such Goods. This includes any damages or moneys due to You arising under, or in connection with, any breach by the manufacturer of any the manufacturer's warranties in respect of the Goods.



Master Service Agreement – General Terms and Conditions

15.8 LIMITATION OF TECHNOLOGY

You acknowledges that technologies are not universally compatible, and that there may be services or devices that We may be unable to monitor, manage, or patch. We agree to inform You when such a situation exists, and You agrees to correct the situation, if practical, and to hold Us harmless in any case.

Because there are risks associated with applying and failing to apply patches, We constantly review and update Our best practices based on the relative threats to patch delivery timing. Every effort is made to balance the reduction of vulnerabilities with the slight destabilization risk associated with applying new patches to otherwise stable systems.

Patch definitions and anti-virus definitions are distributed by their respective software vendors, and as such, We has no direct control over the effectiveness or lack thereof of the software being applied. We shall not be held responsible for interruptions in service due to patches released by software vendors.

15.9 LIMITATIONS OF LIABILITY

15.9.1 EXCLUSION: Except as specifically set out herein and so far as may be permitted by law, any term, condition or warranty in respect of the quality, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Goods or Services, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded.

15.9.2 NO LIABILITY FOR PROGRAM OR DATA LOSS: You indemnify and hold Us harmless in respect of any allegation, claim, loss or expense of Yours or any third party for any program or data loss or damage suffered by You or that third party arising directly or indirectly from the supply of the Goods or Services by Us to You. You acknowledge You are solely responsible for backing up Your programs and data in order to mitigate Your own potential loss of programs and data.

15.9.3 LIMIT ON CONSEQUENTIAL DAMAGE: You indemnify and hold Us harmless in respect of any allegation or claim as to any indirect or consequential losses or expenses suffered by You or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to You or any third party.

15.9.4 LIMIT ON DAMAGE FROM A FAILURE IN SUPPLY: You indemnify and hold Us harmless for any allegation or claim for loss or damage by You or a third party where We have failed to meet any delivery date or cancels or suspends the supply of



Master Service Agreement – General Terms and Conditions

Goods or Services.

15.9.5 **GENERAL LIMIT ON LIABILITY:** Except as otherwise expressly stated in these terms and conditions, We are not liable for any loss or damage of any kind however caused (including, but not limited to, by the negligence of Us) which is suffered or incurred by You in connection with:

15.9.5.1 Goods or Services provided to You, or any Work;

15.9.5.2 these Terms and Conditions;

15.9.5.3 Your use of Our website (including the use of a credit card or other debit device), or any linked website;

15.9.5.4 the non-availability of Goods, or Our Services for any reason;

15.9.5.5 any act or omission of Ours, or the provision of inaccurate, incomplete or incorrect information by You, or,

15.9.5.6 for any other reason whatsoever.

15.9.6 **LIMITATION OPTIONS:** To the extent that any legislation implies a condition or warranty that cannot be excluded but can be limited, clause 17.5 does not apply to that liability and Our liability for any breach of that condition or warranty is limited to Our doing any one or more of the following (at its election):

15.9.6.1 replacing the Goods or supplying equivalent Goods, Services, or Work;

15.9.6.2 repairing the Goods, or the Work;

15.9.6.3 paying the cost of replacing the Goods, or the Work or acquiring equivalent Goods, Services or Work; or,

15.9.6.4 paying the cost of having the Goods or the Work repaired.

15.9.7 **LAWS STILL APPLY:** Nothing in these Conditions is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any Provincial or Federal legislation applicable to the supply of the Goods or Services which cannot be excluded, restricted or modified.

15.9.8 **SEVERABILITY:** If any provision of these Terms is determined by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable, to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part of these Terms shall not render invalid the remainder of the Terms.



Master Service Agreement – General Terms and Conditions

15.9.9 INDEMNIFICATION: You shall at all times indemnify and save Us harmless against and from all losses, liability, expenses, and other detriments of every nature and description to which You may be subjected by reason of any act or omission by Us, Our subcontractors, consultants, agents, officers, directors, and employees where such loss, liability, expense or other detriment arises out of or in connection with the performance of the work, including, but not limited to, personal injury (including death) and loss of or damage to Your property or others. This indemnity shall not extend to any claims, damages, losses and expenses which are due to the sole negligence of, breach or default by Us.

15.10 ERRORS AND OMISSIONS

We make every effort to ensure that all prices and descriptions quoted are correct and accurate. In the case of an error or omission, We may rescind the affected contract by written notice to You, notwithstanding that We have already accepted Your Order and/or received payment from You. Our liability in that event will be limited to the return of any money You have paid in respect of the Order.

15.11 EXCLUSIVITY

You acknowledge and agrees that We will be the exclusive service provider for the Products and Services outlined herein. No third parties will be engaged by You, to perform said services, during the term of the Agreement without Our expressed, written consent, except under extenuating circumstances, as agreed between both parties.

15.12 NO THIRD PARTY BENEFICIARY

All of the provisions of this Agreement are solely for the benefit of the parties hereto, and third parties shall have no rights hereunder.

15.13 WAIVER

Failure by either Party to insist upon strict performance of any provision herein shall not be deemed a waiver by such Party of its rights or remedies, or a waiver by it of any subsequent default by the other Party.

15.14 ENTIRE AGREEMENT

These Terms, any Contract, and any subsequent Contract's constitute the entire agreement by and between the Parties regarding the subject matter contained therein and supersedes all prior and contemporaneous undertakings and agreements of the Parties, whether written or oral, with respect to such subject matter.

15.15 TYPOGRAPHICAL ERRORS



Master Service Agreement – General Terms and Conditions

We cannot be held bound or responsible for typographical errors or omissions.

Client acknowledges any applicable Terms and Conditions referenced in these MSA-GTCs:	
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