

Terms and Conditions

These Terms and Conditions (also referred to as iCare Master Services Agreement, or MSA interchangeably), is agreed upon by Customer by form of signature against a quotation or sales agreement executed voluntarily in order to retain Infinite IT Solutions Inc. ("8IT") to deliver certain Software and/or Services ("Services"). Customer named within the sales agreement agrees to be bound by these Terms and Conditions.

1. Term

iCare services are based on a 36-month term unless quotation indicates otherwise.

2. Renewal of Term

Subject to the Term in clause 1, or the Term specified in the sales agreement, at the end of the Term this Agreement shall automatically renew, on substantially the same terms and conditions for a further renewal term equivalent to the original Term.

3. Pricing Increases

8IT shall endeavour to mitigate price increases to the best of their ability. Pricing increases may occur from time to time however based on several factors such as subscription price increases from suppliers or vendors, market rate fluctuation, exchange rate changes, inflation or a substantial change in the deliverable service. 8IT commits to providing the lowest price increases when possible. An example of a price increase would be if an underlying software subscription vendor that is included in the iCare offering increases their pricing to 8IT, 8IT shall pass on that price increase to Customer. 8IT shall provide as much notice possible to Customer via email of expected price increases. Outside of vendor or partner price increases, 8IT shall not arbitrarily increase prices during the Term of the Agreement greater than 5% annually and retains the right to increase pricing at Renewal of Term with proper notice based on current program pricing.

4. The Software

As a part of the Services, Customer may receive software that is installed on the Customer's equipment. Customer agrees to the following conditions in order to receive the software:

- a. Customer is granted a non-exclusive, non-transferrable subscription-based license to use the software included with iCare. Customer agrees to the various software manufacturer Acceptable Use Policies, Privacy Policies, Software Warranties and their independent Terms and Conditions. Customer understands that 8IT does not issue, manage or have any authority over the independent software manufacturer agreements and cannot amend, change or alter those agreements. 8IT is an authorized reseller of the software included with iCare and is providing the software as-is. No warranty of manufacture is provided by 8IT for the individual applications whatsoever.
- b. 8IT shall install or assist the Customer to install the software on hardware that is owned by Customer. Customer shall be entitled to access and use the software using the license keys provided by 8IT. Customer does not retain ownership of software provided by 8IT but is granted rights to use the software as intended by the software manufacturer in accordance with their policies for so long as Customer is in good standing with Infinite IT, including payment for such Services and any invoices issued by 8IT to Customer.
- c. Customer hereby warrants that:
 - i. Anyone who uses the Software and/or Services shall do so on the Customer's behalf shall comply with all applicable laws, regulations and terms of this Agreement.
 - ii. Use of the Software shall be governed by the terms of this Agreement and shall not exceed the Licensed level subscribed to.
 - iii. Customer will not disassemble, reverse engineer, decompile, pirate nor otherwise create or attempt to create the source code from the object code of the Software in any manner.
 - iv. Software is for Customer use exclusively, and shall not be distributed, resold, sublicense, lease, loan or share the Software with any third parties.
 - v. Software will be used for its intended purpose.
 - vi. 8IT shall be indemnified, including its Affiliates and/or the Licensor, their officers, employees, agents and subcontractors, from and against any and all claims, liabilities, losses, damages and costs arising from or relating to Use of the Software other than in accordance with the terms and conditions of this Agreement.
 - vii. It is understood that 8IT does not warrant that the Software will operate uninterrupted or be free from minor defects or errors.
- d. Except as set forth in writing in this Agreement, and to the maximum extent permitted by applicable law, 8IT and its Licensors make no representations, warranties, conditions or guarantees with respect to the Software and any other materials or services covered by or furnished pursuant to this Agreement, including without limitation any implied warranty or condition of (i) merchantability; (ii) merchantable or satisfactory quality; (iii) fitness for a particular purpose; (iv) performance, dealing, use or trade; or (v) non-infringement of third party rights.

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5. Services

Subject to clause 5.a, 8IT and/or its Affiliates shall provide the Customer with the Services as set forth in the iCare solution based on the subscription level being invoiced and paid for.

- a. The provision of the Services by 8IT to the Customer shall be subject to (i) the Customer's compliance with the Terms and Conditions contained in this Agreement; and (ii) the limitations, if any, imposed on such Services in the Order Form or specified by 8IT in writing. Any Service Hours not used by the End User during a particular month shall be forfeited and shall not roll over to the succeeding month.
- b. Unless otherwise agreed between the Parties in writing, neither 8IT nor the Licensor will be responsible under this Agreement for: (i) the modification, enhancement or other improvement of the Software to fit the Customer's business requirements; (ii) the correction of any program errors as a result of misuse of the Software by anyone other than the Licensor and/or the 8IT; or (iii) preparation or conversion of data into the form required for use with the Software.
- c. 8IT hereby warrants that the Services will be performed by qualified personnel in a professional manner conforming with generally accepted industry standards and practices.
- d. Any Service Deliverables and all patent, trademark, copyright, trade secret, and other intellectual property rights related thereto, are the property of 8IT or the Licensor on creation and are licensed nonexclusively to Customer, at no additional license fee, pursuant to the applicable Order Form and subject to the terms of this Agreement.
- e. Save for what is set out in clause 5.c, all other warranties, conditions and/or representations in respect of the Services, whether express or implied by statute, common law, custom, trade usage, or otherwise, including without limitation any implied terms, conditions or warranties of satisfaction quality, fitness for a particular purpose or non-infringement are hereby excluded to the fullest extent permitted by law.
- f. Services rendered under the iCare program are to be delivered from remote only. Customer understands that should any onsite services be required, hourly charges shall apply in line with 8IT's standard billing policies. For a copy of 8IT's Standard Billing Policy, please contact your account manager, or send an email to info@8it.ca

6. Billing and Payments

- a. All business shall be conducted in Canadian Dollars.
- b. All invoices must be paid upon receipt. Failure to pay upon receipt may result in service interruption, late fees, and interest on any late payments. Please see 8IT's Standard Billing Policy for more details. For a copy of 8IT's Standard Billing Policy, please contact your account manager, or send an email to info@8it.ca
- c. 8IT accepts payments in convenient ways to make payments easier.
 - i. My.8it.ca: This is the recommended method of sending payments. Using the My.8it portal (located at <https://my.8it.ca>) ensures accuracy of payment application. Payments via the My.8it portal are posted immediately and mitigate any late fees, interest, or collection efforts. Payments may be sent via electronic chequing (no charge) or via credit card (with a 3rd party processing fee).
 - ii. INTERAC: Payments may be sent via Interac (send to Billing@8it.ca). Customer agrees to email Billing@8it.ca with full payment advice and remittance details to mitigate any late fees, interest or collection efforts. Customer understands and agrees that any late fees or interest due to the Customer's failure to send payment advice shall not be reason to reverse such fees and shall be responsible for fees incurred.
 - iii. WIRE: Bank Wires are accepted. Customer WILL be assessed a \$25 wire fee from 8IT once the payment is received for all Bank Wires. Customer agrees to email Billing@8it.ca with full payment advice and remittance details to mitigate any late fees, interest or collection efforts. Customer understands and agrees that any late fees or interest due to the Customer's failure to send payment advice shall not be reason to reverse such fees and shall be responsible for fees incurred.
 - iv. CHEQUE: 8IT strongly encourages all Customers to pay electronically, however 8IT does currently accept company cheques via mail. Please note that if your cheque arrives after the due date of the invoice, you will be assessed a late fee. Posted dates are based on when the cheque clears the bank, not on receipt. 8IT formally discourages payment by cheque and will be discontinuing cheque payments in the near future. Customer shall include payment advice with cheque payment or via email. Customer to provide full payment advice and remittance details to mitigate any late fees, interest or collection efforts. Customer understands and agrees that any late fees or interest due to the Customer's failure to send payment advice shall not be reason to reverse such fees and shall be responsible for fees incurred.
- d. Deliverables: Under the iCare program, 8IT shall deliver a specific set of software applications (known as the Core Stack) and depending on the tier subscribed to by the Customer, different levels of support. Customer acknowledges that 8IT will always support the Customer in any circumstance even if the support request falls outside of the Services scope. Charges may apply for services rendered if outside of the Services scope. Customer will receive full support from 8IT under the program within the service hours subscribed to by the Customer, but should support be required, on a best-effort basis, 8IT will support Customer request as required.

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7. Limitation of Liability and Exclusions

- a. Under no circumstances shall 8IT or the licensor be liable to Customer or any other entity or person for:
 - i. an amount of damages, in aggregate, in excess of (a) the Fees paid by the Customer to 8IT during the 3 (three) month period immediately preceding the first day on which the claim was based on;
 - ii. loss of goodwill or business profits, work stoppage, data loss, computer failure or malfunction;
 - iii. loss of the use or performance of hardware or products;
 - iv. claims or damages arising from inherently dangerous use of the software or technology;
 - v. claims or damages arising from damage to data;
 - vi. special or incidental, consequential or indirect damages or exemplary or punitive damages;
 - vii. loss of reputation or damages to brand; or
 - viii. loss of revenues, forecasted business or other monetary losses realized or unrealized.
- b. Customer understands that all services are provided on a best-effort basis without any guarantee whatsoever. It is expressly understood and agreed that each and every provision of this Agreement which provides for a limitation of liability, disclaimer, warranties or exclusion of damages is intended by the Parties to be severable and independent of any other provision and shall be enforced as such. Clause 7 shall apply even if an exclusive remedy of the Customer under the Agreement has failed its essential purpose.
- c. The limitations and exclusions set out in clause 7 shall not apply to (i) wilful misconduct, fraud, personal injury or death caused by negligence; (ii) unauthorized use or disclosure of Confidential Information; (iii) any other liability which cannot be excluded or limited by applicable law.

8. Data Masking

The Customer hereby warrants that any and all Data provided by the Customer to 8IT shall be transmitted to 8IT in Masked format. The Customer hereby indemnifies 8IT, its Affiliates and/or the Licensor, including their officers, employees, agents and subcontractors, from and against any and all claims, liabilities, losses, damages and costs arising from or relating to Data that is shared by the Customer with 8IT in a format other than Masked format.

9. Non-Circumvention

It is the intention of the Customer to acquire the Service(s) from 8IT. Accordingly, the Customer hereby warrants that it shall not, during the term of this Agreement and, for a period of 180 (one hundred and eighty) days after termination and/or expiry of this Agreement, (i) Circumvent 8IT in the provision of the Service(s); (ii) take any action which would adversely affect or otherwise hinder or frustrate the ability of 8IT to provide the Service(s); (iii) take any action to Circumvent the terms of this Agreement; or (iv) acquire the Managed Service from another supplier of such services.

10. Non-Solicitation

- a. Each Party warrants, represents and undertakes that it shall not, and it warrants, represents and undertakes that it shall procure that its Representatives shall not, without the prior written approval of a duly authorised director of the other Party, at any time for the duration of this Agreement and for a period of 12 (twelve) months thereafter, whether as proprietor, partner, director, shareholder, member, employee, consultant, contractor, financier, agent, representative, assistant, trustee or beneficiary of a trust, controller of any entity or otherwise and whether for reward or not, directly or indirectly:
 - i. encourage or entice or incite or persuade or induce any employee of the other Party to terminate his employment with such Party; or
 - ii. furnish any information or advice to any employee then employed by the other Party or use any other means which are, in the ordinary course of events, calculated to result in any such employee terminating his employment with such Party and/or becoming employed by, or directly or indirectly in any way interested in or associated with any other company, close corporation, firm, undertaking or concern;
 - iii. or attempt to do so.
- b. To the extent that an employee is successfully recruited by a Party during the period described in clause 10.a, and only if the other Party consents to such recruitment in writing, the recruiting Party shall pay the other Party a fee equal to 300% (three hundred percent) of the gross annual package (including any quantifiable bonuses or incentives and annualized if necessary) paid by the other Party to the employee concerned.

11. Term and Termination

- a. This Agreement shall have an effective term as per Section 1, commencing on the date that iCare is fully deployed by 8IT in Customer environment. For further clarity, the Term shall commence on either the date of full deployment, or 60 days after the first invoice is issued. The

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Term shall automatically renew as per Section 2 on each anniversary of the Effective Date. The Initial period and each additional period of this Agreement is referred to as an "Effective Period", and collectively all of the Effective Periods of this Agreement are referred to as the "Term".

- b. Either party may terminate this Agreement at any time by ways of written notice of intention to not renew this Agreement ("Termination Notice"). Such Termination notice must be served to 8IT no less than 90 days and not more than 180 days before the end of the Term or any Renewal Term. Termination Notices must be sent via email to Execs@8it.ca
- c. Customer acknowledges and agrees that Customer is responsible to pay monthly Fees for the iCare subscription until the end of the Term, regardless if Customer requests not to receive such Service Offerings, the same monthly amount as the average of the previous twelve (12) month period immediately preceding the Notice of Termination for the remainder of the Term. (For greater clarity, should Customer terminate the Agreement, they must pay the equivalent of the previous 12 months of services for the balance of the term remaining.) The following formula will be used:

$$\text{Average of previous 12 months} \times \text{number of remaining months in Term} = \$ \text{ Termination Fee}$$

8IT may immediately terminate this Agreement upon written notice to Customer if:

- i. Customer fails to make payment to 8IT when due, and such failure continues for a period of five (5) business days following written notice of such failure by 8IT to Customer; or
- ii. Customer breaches any other provisions of this Agreement.

Should 8IT provide Notice of Termination to Customer for any other reason beside Customer failing to pay for services, 8IT will:

- i. Provide notice at least ninety (90) calendar days in advance of Termination; and
- ii. Documentation to Customer to transition to a new provider; or
- iii. Support to Customer to transition to a new provider.

Immediately upon the expiration or termination of this Agreement, or upon the earlier request of 8IT, the Customer shall:

- i. Return to the other any and all equipment provided by 8IT; and
 - ii. Discontinue the use of and permanently delete from the Customer's computer systems any and all of 8IT's software and other computer programs installed or provided by 8IT.
 - iii. Pay any and all outstanding invoices, in full, within the payment terms indicated on the invoices outstanding.
- d. **Property Ownership:** Should Customer have any 8IT owned property, Customer agrees to promptly return said property to 8IT within 5 business days after final termination date. Should 8IT have possession of any Customer equipment, and Customer fails to pay for outstanding invoices due, Customer agrees to authorize 8IT to automatically take possession of Customer equipment and gives authorization to 8IT the right to liquidate Customer assets to pay for outstanding monies owed by Customer to 8IT without notice. Customer waives all rights, title and ownership of property when in default beyond 30 days of invoice due date.

12. Confidentiality

- a. Pursuant to providing the Services, either party may gain access to the other party's Confidential Information. Each party will adopt commercially reasonable measures to protect the other party's Confidential Information provided pursuant to this Agreement. For purposes of this Agreement, "Confidential Information" means:
 - i. All inventions, processes, designs, trade secrets, formulas and formulations, methods, know-how, samples, test, technology, standard operating procedure and other data, and other information relating to the preclinical, clinical and pharmaceutical development, analysis, regulatory files and correspondence, manufacturing and packaging in whatever form (written, oral, visual, electronic);
 - ii. All sales and marketing plans, future plans, business plans, financial information, results of consultancies, contracts, customer lists and relationships, and other information which may be needed to be disclosed by each party to the other in relation to business negotiations in whatever form (written, oral, visual, electronic); and
 - iii. Any kind of information identified by one of the parties as Confidential Information
- b. Confidential Information does not include information which:
 - i. The recipient can demonstrate in writing to be rightfully known to recipient at the time it receives the information;
 - ii. has become publicly known through no wrongful act of the recipient;

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- iii. the recipient can demonstrate in writing to have been rightfully received by recipient from a third party authorized to make such communication without restriction; or
 - iv. has been approved for release by written authorization of the discloser. A recipient may disclose Confidential Information if required by court or government action to be disclosed; provided, however, the recipient must first provide the discloser with reasonable prior, written notice of such disclosure so that the discloser may attempt to prevent such disclosure, and that the Confidential Information shall continue to be treated as Confidential Information for all other purposes.
- c. Each party undertakes to hold any and all Confidential Information in confidence and to use it exclusively for the purposes set forth in this Agreement. Neither party shall, directly or indirectly, make use of the Confidential Information of the other party without the other party's prior, written consent.
 - d. 8IT and Customer agree, except as otherwise set forth in this Agreement and unless otherwise required by law or compelled by a court of competent jurisdiction, not to disclose to a third party, without the prior written consent of the other party, the Confidential Information, including the terms and/or conditions of this Agreement, including, without limitation, not disclosing or sharing a copy of this Agreement with any third party. 8IT agrees to protect the confidentiality of Customer's Confidential Information provided to 8IT per terms of 8IT standard Confidentiality Policy.

13. FORCE MAJEURE.

Except for payment obligations, the parties shall not be responsible for failure to render any obligation due to causes beyond its reasonable control, including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, floods, war, acts of terrorism, delays in transportation, accident, failure of Customer to provide a suitable operating environment for 8IT, hardware malfunctions caused by defects in software or otherwise, failure of Customer to allow 8IT access to its computer system, acts of God and other similar occurrences. The obligations and rights of the parties shall be extended on a day-to-day basis for the duration of excusable delay.

14. REPRESENTATIONS AND WARRANTIES.

Each party represents and warrants to the other party that (i) it has the full right, power and authority to enter into and to perform this Agreement; (ii) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action; (iii) this Agreement constitutes a valid and binding obligation of such party, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally; and (iv) the execution, delivery and performance of this Agreement does not or will not violate or cause a breach or default under (a) the governing corporate or company documents of such party; (b) any agreement, lease, mortgage, license or other contract to which such party is a party; or (c) any law, rule, regulation, order, decree or consent action by which such party is bound or to which it is subject.

15. DISCLAIMER OF WARRANTIES.

8IT DOES NOT WARRANT THE UNINTERRUPTED OR ERROR-FREE OPERATION OR PROVISION OF THE SERVICES, THAT THE SERVICES WILL BE FREE FROM INTERRUPTION, THE SERVICES WILL BE SECURE FROM UNAUTHORIZED ACCESS, THAT THE SERVICES WILL DETECT EVERY SECURITY OR OTHER VULNERABILITY OF CLIENT'S COMPUTER SYSTEMS, OR THAT RESULTS GENERATED BY THE SERVICES WILL BE ERROR-FREE, ACCURATE OR COMPLETE. ALL INFORMATION, MATERIALS AND SERVICES ARE PROVIDED TO CLIENT "AS IS". EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, 8IT HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

The Services may become unavailable due to any number of factors, including, without limitation, scheduled or unscheduled maintenance, technical failure of the software, telecommunications infrastructure, or the unavailability or interruption of access to the Internet. The disclaimers set forth in this Section shall apply regardless of whether (i) 8IT determines that Customer's computer systems are deemed "secure", (ii) Customer performs such modifications to its computer systems as 8IT reasonably suggests in order for Client's computer systems to be deemed "secure", or (iii) otherwise.

16. LIMITATION OF LIABILITY.

8IT WILL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY OF THE FOLLOWING ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES: ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT 8IT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR ANY LOSS OF PROFITS, LOSS OF DATA, EQUIPMENT DOWNTIME, OR LOSS OF GOODWILL. CUSTOMER ACKNOWLEDGES AND AGREES THAT 8IT'S AGGREGATE LIABILITY TO CLIENT FOR ANY DAMAGES, LOSSES, FEES, CHARGES, EXPENSES AND/OR LIABILITIES ARISING OUT OF WITH THIS AGREEMENT AND/OR THE SERVICES SHALL NOT EXCEED THE FEES PAID BY CLIENT PURSUANT TO THIS AGREEMENT FOR THE THREE (3) MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST OCCURRENCE OF THE APPLICABLE DAMAGES, LOSSES, FEES, CHARGES, EXPENSES AND/OR LIABILITIES.

Customer acknowledges that the limitations on liability were specifically bargained for and are acceptable to Customer. Customer's willingness to agree to the limitations of liability set forth in this Section was material to 8IT's decision to enter into this Agreement. The limitations on liability set forth in this Section shall be enforceable to the maximum extent permitted by applicable law.

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17. Miscellaneous

- a. 8IT reserves the right to assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction or notification. Customer may not assign, transfer or sublicense any or all of Customer obligations under this Agreement without express prior written consent from 8IT.
- b. No waiver by either party of any breach or default under this Agreement will be deemed to be a waiver of any preceding or subsequent breach or default.
- c. This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between 8IT and Customer.
- d. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision.
- e. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision.
- f. All terms defined in the singular shall have the same meanings when used in the plural, where appropriate and unless otherwise specified.
- g. This Agreement, including any terms and conditions incorporated herein, is the entire agreement between 8IT and Customer relating to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between 8IT and Customer relating to such subject matter.
- n. This Agreement can be updated at any time without notice. The latest revision of this Agreement shall be posted on 8IT's website and can be found by visiting <https://www.8it.ca/iCareMSA.pdf>. Customer accepts responsibility to periodically check the website for the latest revision of the Terms and Conditions.
- i. Governing Law and Attornment: This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the Guarantor hereby irrevocably attorns to the jurisdiction of the courts of Ontario.
- j. Customer understands that there are acceptable use limits to all "unlimited" features of the iCare solution. Abusive behaviour such as incorrectly escalating tickets (i.e. Fast Track), unnecessary ticket creation or other actions initiated by Customer may be billable in accordance with the particular action and 8IT's standard non-discounted billing rates.

18. Adjoining Agreements

This Terms and Conditions document does form a part of several other documents that may be required to create the total Agreement. The Adjoining Agreements in whole shall be the basis of how 8IT delivers services to Customer. One such Agreement is "Infinite IT Blanket Statement of Work Terms and Conditions". The current version of that Agreement can be found on 8IT's website at the following address:

Some of the Agreements that Adjoin this document to form the entire Agreement are:

Description	Location
Blanket Statement of Work	https://www.8it.ca/BlanketSoW.pdf
Standard Billing Policy	https://www.8it.ca/PaymentPolicy.pdf
Acceptable Use Policy	https://www.8it.ca/AUP.pdf
Privacy Policy	https://8it.ca/privacy-policy

Other documents may be required to form the full Agreement between 8IT and Customer. Please refer to the quotation provided by your account manager for a full list of documents adjoining this Agreement.

19. Acknowledgement

Customer acknowledges having read these Terms and Conditions and by signing the Quotation provided by 8IT, Customer understands and agrees to be bound to the provisions within this Agreement. The individual that executes the quotation to activate these Agreements is a duly authorized individual to bind the corporation to these Agreements.

[--- End of Agreement---]