

This Master Services Agreement ("Agreement") is made and entered into as of the date Customer has approved a proposal or quotation with Infinite IT ("Effective Date"), by and between Infinite IT Solutions Inc, an Ontario corporation with its principal place of business at 6-6150 Highway 7, Suite 451, Vaughan ON, L4H 0R6 Canada ("8IT"), and Customer. 8IT and Customer may be referred to individually as a "Party" and collectively as the "Parties."

1. Services

1.1 Scope of Services: 8IT agrees to provide compliance consulting services as described in the Statement of Work ("SOW"), which may include but is not limited to, SOC2Type2, PCI-DSS, ISO 20000-1, ISO 27001 and ISO 27701 gap analysis, SMS, ISMS and PIMS implementation, training, and support.

1.2 Best Effort Basis: 8IT shall perform the services in a professional manner consistent with industry standards. 8IT makes no guarantees, representations, or warranties regarding the outcome of the services provided. The quality and success of the services heavily depend on the accuracy and completeness of the information and cooperation provided by the Customer.

2. Term and Termination

2.1 Term: This Agreement shall commence on the Effective Date and continue for a period of 3 years, unless earlier terminated as provided herein.

2.2 Termination for Convenience: Either Party may terminate this Agreement for any reason upon 30 days' prior written notice to the other Party.

2.3 Termination for Cause: Either Party may terminate this Agreement immediately upon

written notice if the other Party breaches any material provision of this Agreement and fails to cure such breach within 10 days after receiving written notice of the breach.

2.4 Effect of Termination: Upon termination of this Agreement, Customer shall pay 8IT for all services rendered and expenses incurred up to the effective date of termination.

3. Fees and Payment

3.1 Fees: Customer agrees to pay 8IT for the services at the rates specified in the Signed Agreement.

3.2 Invoicing: 8IT shall invoice Customer weekly or monthly for services performed and expenses incurred. Payment is due within 10 days of the invoice date.

3.3 Late Payments: Any payment not received by the due date shall accrue interest at the rate of 2% per month until paid in full.

4. Customer Responsibilities

4.1 Information and Access: Customer shall provide 8IT with all necessary information, access, and cooperation required for 8IT to perform the services. Customer warrants that all information provided is accurate and complete to the best of its knowledge.

4.2 Resources and Assistance: Customer shall make available all necessary resources and assistance as reasonably requested by 8IT to facilitate the performance of the services.

5. Confidentiality

5.1 Confidential Information: Each Party agrees to keep confidential all information, whether written or oral, disclosed by the other Party 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 ("Confidential Information").

5.2 Non-Disclosure: Each Party agrees not to use any Confidential Information of the other Party for any purpose outside the scope of this Agreement and not to disclose such Confidential Information to any third party, except as required by law or with the prior written consent of the disclosing Party.

5.3 Return of Materials: Upon termination of this Agreement, each Party shall return or destroy all Confidential Information of the other Party in its possession.

5.4 Signed NDA: Should a separate Non-Disclosure Agreement be signed by both parties regarding the business relationship and there is anything that conflicts with the two Agreements, the other NDA Agreement shall take precedence over this Agreement.

6. Intellectual Property

6.1 Ownership: All intellectual property rights in and to any deliverables, methodologies, processes, or materials developed or provided by 8IT in connection with the services shall be owned exclusively by 8IT except for the final delivered documents to the Customer upon successful payment of all services in full.

6.2 License: 8IT grants Customer a non-exclusive, non-transferable, royalty-free license to use the deliverables for Customer's internal business purposes.

7. Limitation of Liability

7.1 No Liability for Indirect Damages: In no event shall 8IT be liable for any indirect, incidental, consequential, special, or punitive damages, including without limitation, loss of profits, data,

or use, incurred by Customer or any third party, whether in an action in contract, tort, or otherwise, even if 8IT has been advised of the possibility of such damages.

7.2 Limitation of Liability: 8IT's total liability for any and all claims arising out of or in connection with this Agreement shall not exceed the total amount of fees paid by Customer to 8IT under this Agreement in the 3 months preceding the date the claim arose.

8. Indemnification

8.1 8IT Indemnification: 8IT shall indemnify, defend, and hold harmless Customer from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any third-party claim alleging that the services or deliverables provided by 8IT infringe any intellectual property rights of such third party.

8.2 Customer Indemnification: Customer shall indemnify, defend, and hold harmless 8IT from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with (a) Customer's use of the deliverables, (b) Customer's breach of any provision of this Agreement, or (c) any information provided by Customer to 8IT.

9. Miscellaneous

9.1 Force Majeure: Neither Party shall be liable for any failure or delay in performance under this Agreement due to causes beyond its reasonable control, including but not limited to, acts of God, war, terrorism, labor disputes, natural disasters, government orders, or any other force majeure event.

9.2 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, without regard to its conflict of laws principles.

9.3 **Dispute Resolution:** Any disputes arising out of or in connection with this Agreement shall be resolved through good faith negotiation between the Parties. If the Parties are unable to resolve the dispute through negotiation, either Party may bring an action in the provincial or federal courts located in Ontario, Canada.

9.4 **Amendments:** This Agreement may be amended or modified only by a written agreement signed by both Parties.

9.5 **Entire Agreement:** This Agreement, along with any other MSA, Terms and Conditions or other Agreement documents contained within the originally signed Proposal constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations, whether oral or written.

9.6 **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

9.7 **Waiver:** No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or any other provision hereof.

9.8 **Assignment:** Customer may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of 8IT. 8IT may assign its rights and obligations

under this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets.

9.9 **Notices:** All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified or registered mail, return receipt requested, or by email (with confirmation of receipt) to the addresses of the Parties set forth above or to such other address as a Party may designate by written notice to the other Party.

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