

This Master Services Agreement (the "Agreement") is entered into between Infinite IT Solutions Inc. ("8IT"), an Ontario corporation with offices at 7077 Keele Street, Suite 101, Vaughan, ON L4H 0B2, Canada, and the Customer listed in the executed Master Services Agreement (the "Customer"). This Agreement outlines the terms and conditions under which Infinite IT will provide hosted virtual server and desktop services to the Customer.

- 1. Services Provided** Infinite IT will provide hosted virtual server and desktop services based on Microsoft operating systems (Windows Server and Windows Professional). These services will be hosted by Infinite IT in our private data center on our private hardware. The benefits for customers leveraging our iConnect services (i.e., iWAN and iDC) include local hosting with faster access times and guaranteed pricing. The services come with a set amount of storage, with additional storage available for a monthly fee.
- 2. Term and Renewal** The term of this Agreement is specified in the sales agreement and will automatically renew for a further term equivalent to the original term unless terminated by either party with proper notice.
- 3. Pricing and Payment** The pricing structure includes a flat monthly fee per desktop or server, with additional storage costs as needed. Costs for all services are disclosed in the quotation approved by the customer and are subject to change annually based on resource costs, electricity costs, real estate costs, inflation, and other typical cost increases. Infinite IT will provide at least 30 days' notice of pricing increases if costs rise. Pricing increases may occur based on several factors, including subscription price increases from suppliers or vendors, market rate fluctuations, exchange rate changes, inflation, or substantial changes in the deliverable service. Infinite IT commits to providing the lowest price increases possible and will notify the Customer of expected price increases via email. Payments must be made via Preauthorized Payment using Credit Card or ACH, as outlined in the Payment Policy available at <https://8it.ca/PaymentPolicy.pdf>
- 4. Acceptable Use Policy** The services provided under this Agreement are for customary business office use only and cannot be used for entertainment, gaming, personal, graphic design (i.e., Adobe Creative Suite), or engineering purposes (i.e., AutoDesk applications). Use of these graphic-intensive processor requirements cannot be supported at this time. Customers must comply with Infinite IT's Acceptable Use Policy, which includes specific prohibitions such as engaging in illegal activities, accessing unauthorized materials, modifying equipment or services, and interfering with others' use of services. The Acceptable Use Policy can be found at <https://8it.ca/AUP.pdf>

5. Code of Conduct

You are accountable for your conduct and content when using the Services.

By agreeing to these Terms, you're agreeing that, when using the Services, you will follow these rules:

- i. Don't do anything illegal, or try to generate or share content that is illegal.
- ii. Don't engage in any activity that exploits, harms, or threatens to harm children.
- iii. Don't send spam or engage in phishing, or try to generate or distribute malware. Spam is unwanted or unsolicited bulk email, postings, contact requests, SMS (text messages), instant messages, or similar electronic communications. Phishing is sending emails or other electronic communications to fraudulently or unlawfully induce recipients to reveal personal or sensitive information, such as passwords, dates of birth, Social Security numbers, passport numbers, credit card information, financial information, or other sensitive information, or to gain access to accounts or records, exfiltration of documents or other sensitive information, payment and/or financial benefit. Malware includes any activity designed to cause technical harm, such as delivering malicious executables, organizing denial of service attacks or managing command and control servers.

- iv. Don't publicly display or use the Services to generate or share inappropriate content or material (involving, for example, nudity, bestiality, pornography, offensive language, graphic violence, self-harm, or criminal activity) or Your Content or material that does not comply with local laws or regulations.
- v. Don't engage in activity that is fraudulent, false or misleading (e.g., asking for money under false pretenses, impersonating someone else, creating fake accounts, automating inauthentic activity, generating or sharing content that is intentionally deceptive, manipulating the Services to increase play count, or affect rankings, ratings, or comments) or libelous or defamatory.
- vi. Don't circumvent any restrictions on access to, usage, or availability of the Services (e.g., attempting to "jailbreak" a system or impermissible scraping).
- vii. Don't engage in activity that is harmful to you, the Services, or others (e.g., transmitting viruses, stalking, trying to generate or sharing content that harasses, bullies or threatens others, posting terrorist or violent extremist content, communicating hate speech, or advocating violence against others).
- viii. Don't violate or infringe upon the rights of others (e.g., unauthorized sharing of copyrighted music or other copyrighted material, resale or other distribution of the Services, or taking photographs or video/audio recordings of others without their consent for processing of an individual's biometric identifiers/information or any other purpose using any of the Services).
- ix. Don't engage in activity that violates the privacy or data protection rights of others.
- x. Don't help others break these rules.

6. Software Licensing Customers are granted a non-exclusive, non-transferable subscription-based license to use the software included with the services. Customers must comply with the software manufacturer's Acceptable Use Policies, Privacy Policies, Software Warranties, and their independent Terms and Conditions. Infinite IT does not issue, manage, or have any authority over the independent software manufacturer agreements and cannot amend, change, or alter those agreements.

7. Billing and Payments All business transactions will be conducted in Canadian Dollars. Invoices must be paid upon receipt, and failure to pay may result in service interruption, late fees, and interest on late payments. Infinite IT accepts payments via Pre-Authorized Payment using Credit Card or ACH.

8. Limitation of Liability Under no circumstances shall Infinite IT or the licensor be liable to the Customer or any other entity or person for an amount of damages in excess of the fees paid by the Customer to Infinite IT during the three-month period immediately preceding the first day on which the claim was based. Infinite IT will not be liable for loss of goodwill or business profits, work stoppage, data loss, computer failure or malfunction, loss of use or performance of hardware or products, claims or damages arising from inherently dangerous use of the software or technology, claims or damages arising from damage to data, special or incidental, consequential or indirect damages, exemplary or punitive damages, loss of reputation or damages to brand, or loss of revenues, forecasted business, or other monetary losses realized or unrealized. The Customer waives all rights to sue Infinite IT for any damages or losses arising from the use of the services.

9. 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.

- 10. REPRESENTATIONS** 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.
- 11. Confidentiality** Each party will adopt commercially reasonable measures to protect the other party's Confidential Information. Confidential Information includes all inventions, processes, designs, trade secrets, formulas, methods, know-how, samples, tests, technology, standard operating procedures, sales and marketing plans, business plans, financial information, customer lists, and other information disclosed in relation to business negotiations.
- 12. Termination** Either party may terminate this Agreement at any time by providing written notice of intention to not renew the Agreement. Termination notices must be served no less than 90 days and not more than 180 days before the end of the term or any renewal term. Upon termination, the Customer must return any equipment provided by Infinite IT, discontinue the use of and permanently delete any software provided by Infinite IT, and pay any outstanding invoices in full.
- 13. Warranties**
- i. INFINITE IT SOLUTIONS INC., AND OUR AFFILIATES, RESELLERS, DISTRIBUTORS, AND VENDORS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF THE SERVICES. YOU UNDERSTAND THAT USE OF THE SERVICES IS AT YOUR OWN RISK AND THAT WE PROVIDE THE SERVICES ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." INFINITE IT DOESN'T GUARANTEE THE ACCURACY OR TIMELINESS OF THE SERVICES. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE. YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. WE DO NOT GUARANTEE THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT CONTENT LOSS WON'T OCCUR, NOR DO WE GUARANTEE ANY CONNECTION TO OR TRANSMISSION FROM COMPUTER NETWORKS.
 - ii. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAW, WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT.
 - iii. At Infinite IT, we are dedicated to providing the highest quality service to our customers. While we strive to ensure the best possible service, it is important to note that THIS SERVICE IS OFFERED ON A BEST-EFFORT BASIS, AND WE DO NOT PROVIDE ANY WARRANTIES, EITHER EXPRESS OR IMPLIED. We will do everything reasonably within our power to ensure that our services are available and reliable, using best business practices to the extent available to Infinite IT. We strive to keep the Services up and running; however, all online services suffer occasional disruptions and outages, and Infinite IT is not liable for any disruption or loss you may suffer as a result. In the event of an outage, you may not be able to retrieve Your Content or Data that you've stored. We

recommend that you regularly backup Your Content and Data that you store on the Services or store using Third-Party Apps and Services.

14. Miscellaneous Provisions This Agreement constitutes the entire agreement for the contracted services between Infinite IT and the Customer and supersedes any prior agreements or understandings. The Agreement may be updated at any time without notice, and the latest revision will be posted on Infinite IT's website. The Agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

15. Service Delivery To the best of their ability, Infinite IT will deliver the Services outlined in the Quotation that Customer must approve via signature (digital or physical), which may be accompanied by a Customer supplied Purchase Order. Infinite IT will use all reasonable and customary technology strategies to deliver the contracted Services to Customer using what Infinite IT believes to be the best delivery method. The underlying technology will be maintained and upgraded by Infinite IT as a part of the Service delivery, which may be changed, modified, transitioned, moved or outsourced at Infinite IT's sole discretion. If data governance is a concern, it is the Customer's responsibility to inform Infinite IT of data governance requirements at the commencement of this Agreement, and/or with at least 30 days notice if Customer data governance requirements change at any time during the Term of this Agreement. Infinite IT cannot guarantee compliance with data governance changes, but will always strive to accommodate Customer requirements if at all possible. Data Governance Changes must be submitted in writing via a support ticket within the <https://my.8it.ca> support portal to be considered official notification. Under no circumstances will Verbal, Email or any other form of communication will not be considered official notification.

16. Privacy Policy. Infinite IT respects your privacy. For details on how we store and handle your personally identifiable information, please visit <https://8it.ca/privacy-policy>

17. 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 <https://8it.ca>. 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

18. 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 ---]