



Master Service Agreement (MSA)

Version 1.0



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Master Services Agreement Information Sheet

This Client Information Sheet shall be deemed to form a part of the “**Master Services Agreement**”, “**MSA**” or “**Agreement**” between the Client named below and:

Solveon Solutions Inc., a corporation duly incorporated under the laws of Canada, having its principal place of business at 400- 6500 Trans-Canada Hwy, Pointe-Claire, Quebec, Canada, H9R 0A5, (hereinafter referred to as “**Solveon Solutions**”, “**SSI**”, “**The Contractor**” or “**Contractor**”), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its permitted successors and assigns.

AND

The Client

The Contractor and the Client shall be individually referred to in this document as the “**Party**” and collectively as the “**Parties**”.

The Client states that the particulars contained herein are correct and complete in all respects and that the Client shall notify the Contractor in writing of any changes to the particulars.

This Agreement becomes legally binding as of the Contract signing date (the “**Effective Date**”) with an initial term of twelve (12) months from the Effective Date (the “**Initial Term**”), unless terminated earlier.

Upon expiry of the Initial Term, this Agreement shall automatically renew for successive 12-month Renewal Term (the “**Renewal Term**”), unless either Party gives written notice of non-renewal at least 30 calendar days before the end of the then-current term. Automatic renewal applies only if the Client is not a “**consumer**” under the Québec Consumer Protection Act (P-40.1). If the Client qualifies as a consumer, renewal shall occur only to the extent permitted by law and in the manner required by the Act. During any subsequent Renewal Term, all terms, active annexes and schedules will remain in force.

By signing the contract, the Client acknowledges to have read, had the opportunity to seek guidance and understood all the elements in this document and agrees to all listed requirements.

Any subsequent service order, annex, schedule, or statement of work (each a “**Service Document**”) shall be governed by this Agreement unless expressly stated otherwise in writing. A Service Document overrides this Agreement only where it expressly states that it supersedes specific provisions.

Master Services Agreement

This “**Agreement**”, including the Master Services Agreement Information Sheet and all Annexures or Schedules hereto, shall be effective on the (“**Effective Date**”). Modifications to this Agreement shall not oblige Solveon Solutions unless contained in an addendum duly signed by Solveon Solutions.

As previously mentioned, the Contractor and the Client shall be individually referred to as the “**Party**” and collectively as the “**Parties**”.

Whereas

- A. The Client engages the Contractor to provide managed information technology services and other related services as may be agreed from time to time.
- B. The Client has evaluated the Contractors available services, its ability to execute them and wishes to retain the professional services of the Contractor.
- C. The Contractor is a professional technology services provider with expertise in delivering such services and will provide said services to the Client.
- D. The Parties wish to set out the terms and conditions under which the Contractor will provide Services to the Client.

NOW, THEREFORE, in consideration of the representations, mutual covenants, terms and conditions contained herein, the Parties agree as follows:

1. DEFINITIONS

- 1.1. “**Applicable Law(s)**” means all federal, provincial, territorial, and municipal laws, statutes, regulations, rules, orders, directives, codes, and legally binding requirements in force in **Canada and the Province of Québec**, as amended from time to time, that apply to a Party’s activities, the Services, or the subject matter of this Agreement. This includes, without limitation and where relevant to the Client’s operations: privacy and data-protection laws, cybersecurity and breach-notification requirements, sector-specific regulatory obligations, and any other legal or regulatory standards with which a Party is required to comply.
- 1.2. “**Confidential Information**” means any non-public information of a Party, whether disclosed in written, oral, electronic, or other form, that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of its disclosure.

Confidential Data includes, without limitation:

- business, financial, technical, operational, or strategic information;
- security configurations, credentials, architecture, and system details;
- contracts, pricing, rate cards, and commercial terms;
- trade secrets, know-how, and proprietary methodologies; and
- any Client Data containing personal information or sensitive business information.

Confidential Data does not include information that:

- is or becomes publicly available through no breach of this Agreement by the receiving Party;
- was lawfully in the receiving Party's possession prior to disclosure;
- is lawfully received from a third party without breach of confidentiality; or
- is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Data.

1.3. "**Client Data**" means all information, records, files, content, and data in any form (digital, electronic, or physical) that is:

- provided by or on behalf of the Client to the Contractor;
- accessed, processed, stored, transmitted, or managed by the Contractor in the course of providing the Services; or
- generated from the Client's systems, users, or environment in connection with the Services.

Client Data includes, without limitation: business records, emails, documents, databases, application data, user accounts, system logs, configurations, and any personal information or confidential information relating to the Client, its employees, customers, or suppliers.

For clarity, Client Data always remains the property of the Client, subject only to the Contractor's right to access and use such data solely as necessary to perform the Services in accordance with this Agreement.

1.4. "**Documentation**" means all operating manuals, user manuals, training and marketing materials, guides, product descriptions, product specifications, technical manuals, supporting materials, and other information, whether in written or in electronic form, relating to the Software Services and provided by or on behalf of the Contractor to the Client (or vice versa) from time to time detailing the features, functionalities and operations of Services.

1.5. "**Malicious Software**" means any type of software or program which is designed to: (a) cause unauthorized access to or intrusion upon; or (b) otherwise disrupt and/or damage, computer equipment, software, and/or data (commonly referred to as a virus, worm, Trojan horse, spyware.)

1.6. "**Professional Services**" shall mean and could include, without limitation, implementation services, customization, additional changes or features to be implemented specifically to Client's requirements, integration, data import and export, monitoring, technical support, maintenance, training, backup and recovery, and change management. These services may be provided by the Contractor on the Client's request on such terms and conditions as set forth in a separate Statement of Work, mutually executed for that purpose.

1.7. "**Service Level Agreement**" or "**SLA**" means any written schedule, annex, or document agreed between the Parties that describes measurable performance standards applicable to specific Services, including (where applicable) response times, service availability targets, and the

circumstances under which such standards may be suspended or modified. For clarity, an SLA does not constitute a guarantee of results, uninterrupted service, or the prevention of incidents, and is subject to the limitations, exclusions, and suspension provisions set out in this Agreement, including those relating to Force Majeure, Client non-compliance, and third-party dependencies.

- 1.8. **“Supported Environment”** means systems, software, and infrastructure that:
- remain vendor-supported,
 - meet Contractor minimum technical standards, and
 - comply with recommended security configurations.

2. CHOICE OF LAW AND BINDING ARBITRATION

2.1. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the **Province of Québec** and the federal laws of Canada applicable therein, **excluding any conflict-of-laws principles that would require the application of the laws of another jurisdiction.**

2.2. Mandatory Arbitration of Disputes

Any **dispute, controversy, or claim arising out of or relating to this Agreement**, including its interpretation, performance, breach, termination, or validity (a **“Dispute”**), **shall be finally resolved by binding arbitration in the Province of Québec, Canada.**

The arbitration shall be conducted:

- in Montréal, Québec, unless the Parties agree in writing to another venue;
- in English, unless the Parties agree otherwise; and
- in accordance with the Code of Civil Procedure of Québec (CQLR c. C-25.01) and the arbitration rules agreed by the Parties (or, failing agreement, the rules designated by the arbitrator).

2.3. Arbitration

Unless the Parties agree on a single arbitrator within **15 days** of notice of arbitration, either Party may request that a qualified arbitrator be appointed by a court of competent jurisdiction in Québec.

The arbitrator shall:

- have experience in commercial or technology services disputes;
- have authority to award monetary damages, declaratory relief, and costs; and
- issue a **reasoned written decision**, which shall be final and binding.

Judgment on the arbitral award may be entered in any court having jurisdiction.

2.4. Exceptions to Arbitration

Notwithstanding Section 2.2 (Mandatory Arbitration of Disputes) and 2.3 (Arbitration), either Party may seek relief from a Québec court without first resorting to arbitration for:

- a. injunctive or urgent equitable relief (e.g., to prevent data misuse, breach of confidentiality, or unauthorized access);
- b. claims relating to unpaid invoices or debt collection;
- c. enforcement of an arbitral award; or
- d. any matter where arbitration is prohibited by mandatory law.

Nothing in this Section prevents a Party from applying to a court for interim or conservatory measures in support of arbitration.

2.5. No class action

To the extent permitted by law, the Parties agree that any Dispute shall be resolved on an individual basis only, and not as part of any class, collective, or representative proceeding.

2.6. Survival

This Section shall survive termination or expiration of this Agreement.

3. OBLIGATION OF MEANS

3.1. Nature of the Contractor's Obligation

The Parties expressly agree that the Contractor's obligations under this Agreement are obligations of means and diligence only, and not obligations of result within the meaning of the Civil Code of Québec.

Accordingly, the Contractor undertakes to:

- act with reasonable skill, care, and professional diligence;
- perform the Services in a competent and commercially reasonable manner; and
- use methods, tools, and practices that are generally accepted in the managed IT services industry.

The Contractor does not warrant or guarantee any specific outcome, performance level, or result unless expressly and unequivocally stated in a written annex signed by both Parties.

3.2. No Guarantee of Perfect Systems or Outcomes

Without limiting Section 3.1 (Nature of the Contractor's Obligation), the Contractor does not guarantee:

- uninterrupted or error-free operation of systems, networks, or services;
- prevention of cyber incidents, malware, phishing, or unauthorized access;
- zero data loss or zero downtime;
- absolute security of Client systems or data; or
- that all risks can be eliminated.

The Client acknowledges that such risks are inherent to information technology and cannot be fully prevented by any service provider.

3.3. Relationship to SLAs

Any Service Level Agreement (SLA) applicable to the Services:

- describes target performance standards, not guaranteed results;
- is subject to suspension under Sections 12 (Client Obligations) and 9 (Force Majeure); and
- does not transform the Contractor's obligation of means into an obligation of result.

3.4. Reliance on Client Cooperation

The Contractor's ability to perform the Services in accordance with this obligation of means depends on the Client's cooperation as defined in Section 12 (Client Obligations), including:

- timely access to systems and personnel;
- accurate information about its environment;
- implementation of recommended security measures; and
- use of supported hardware and software.

If the Client fails to meet these responsibilities, the Contractor shall not be considered to have breached its obligation of means.

3.5. Reliance on Third Parties

The Parties acknowledge that the Services rely in part on third-party providers (e.g., Microsoft, cloud platforms, ISPs, telecom carriers, and software vendors).

The Contractor's obligation of means does not require it to guarantee or assume responsibility for failures caused by such third parties, except where the Contractor acted with gross negligence in selecting or managing them.

3.6. No Expansion of Duties by Silence

The Contractor's duties are limited to those expressly described in this Agreement and its annexes.

Silence, past practice, or informal communications do not expand the Contractor's obligations beyond what is written.

3.7. Liability Limits

This Section operates together with Section 6 (Risk and Shared Responsibility) and Section 7 (Limitation of Liability).

Nothing in this Section increases or expands the Contractor's liability beyond the limits set out in Section 7.

4. CONFIDENTIALITY

4.1. Mutual Confidentiality

Each Party shall protect the other's Confidential Information.

4.2. Contractor Obligations

The Contractor shall use Client information solely for Services and apply reasonable safeguards.

The Contractor shall not **disclose Client information** to third parties without the Client's written consent, except as required by law.

4.3. Client Obligations

The Client shall **not disclose pricing, fees, rate cards, discounts, or commercial terms** to third parties without written consent, except as required by law.

4.4. Survival

The confidentiality obligation of both Parties survives termination indefinitely.

5. DATA PROTECTION AND PRIVACY

5.1. Roles of the Parties

- The Client is and remains the data controller (or equivalent under Applicable Laws) with respect to Client Data and any personal information contained therein.
- The Contractor acts as a service provider / processor solely for the purpose of delivering the Services and only processes Client Data on the Client's documented instructions as reasonably required to perform the Services.
- Nothing in this Agreement transfers ownership of Client Data to the Contractor.

5.2. Contractor's Data Protection Obligations

The Contractor shall:

- implement **commercially reasonable administrative, technical, and organizational safeguards** designed to protect Client Data against unauthorized access, loss, or disclosure;
- limit access to Client Data to personnel and subcontractors who need such access to perform the Services;
- require subcontractors who handle Client Data to maintain confidentiality and security obligations at least equivalent to those in this Agreement; and
- use Client Data solely for the purpose of performing the Services and not for any unrelated purpose.

For clarity, the Contractor is not required to implement measures beyond those expressly agreed in writing in an applicable Annex or Schedule relating to security or Services.

5.3. Client Responsibilities

The Client acknowledges and agrees that it is responsible for:

- determining what data is stored, transmitted, or processed in its systems;
- ensuring that its use of the Services complies with Applicable Laws, including privacy and data-protection requirements;
- obtaining any required consents or authorizations from its employees, customers, or users;
- classifying sensitive data and informing the Contractor of any special handling requirements; and
- maintaining appropriate backups unless backup services are expressly included in an annex.

Failure by the Client to meet these responsibilities may limit or exclude the Contractor's liability for related incidents.

5.4. Data Location and Subcontractors

Unless otherwise expressly stated:

- The Contractor will use **commercially reasonable efforts to store and process Client Data in Canada**, where such option is available and supported by the relevant third-party platform or service provider;
- The Client acknowledges that certain third-party platforms, cloud services, or technical tools used in the ordinary course of delivering the Services may not support Canada as a storage or processing region, or may require materially higher cost, degraded functionality, or reduced service levels to do so;
- If a third-party provider is unable or unwilling to store or process Client Data in Canada, the **Contractor may use another country or region that the Contractor reasonably considers appropriate for the Services**, without prior Client consent, taking into account security, reliability, and service availability;
- The Contractor may rely on reputable third-party platforms (e.g., Microsoft, cloud providers, backup vendors, or security vendors) in the ordinary course of delivering the Services; and
- The Contractor is not responsible for failures, breaches, outages, or data-location decisions caused by such third parties, except where the Contractor acted with gross negligence in selecting or managing them.

5.5. Security Incidents and Breaches

If the Contractor becomes aware of a material security incident affecting Client Data, it shall:

- notify the Client without undue delay; and
- use commercially reasonable efforts to investigate and mitigate the incident.

The Parties agree that the Contractor is not responsible for regulatory notifications, filings, or reporting unless expressly contracted as a separate service in writing.

5.6. Retention and Deletion of Client Data

Upon termination or expiration of this Agreement:

- the Contractor shall, upon written request and to the extent reasonably practicable, assist the Client in retrieving its Client Data; and
- after a reasonable transition period of up to 90 days unless otherwise agreed after which the Contractor may delete or de-identify remaining Client Data in accordance with its standard practices or privacy policy, except where retention is required by law.

The Contractor is not obligated to retain Client Data beyond what is necessary for its own legal or operational purposes.

5.7. No Guarantee of Regulatory Compliance

Unless expressly agreed in a separate written annex (e.g., a compliance or data-protection addendum), the Contractor does not guarantee that the Client's systems, processes, or use of the Services comply with any specific privacy or sectoral regulation.

Compliance remains the Client's responsibility.

5.8. Relationship to Other Sections

This Section operates together with:

- Section 4 (Confidentiality),
- Section 6 (Risk and Shared Responsibility), and
- Section 7 (Limitation of Liability).

Nothing in this Section expands the Contractor's liability beyond the limits set out in Section 7 (Limitation of Liability).

6. RISK ACKNOWLEDGEMENT AND SHARED RESPONSIBILITY

The principles described in this Section operate together with Sections 3 (Obligation of Means) and 7 (Limitation of Liability) and do not expand Contractor liability.

6.1. Inherent Risks of Technology

The Client acknowledges and agrees that information technology systems, networks, software, cloud services, and telecommunications services are inherently subject to risks beyond the reasonable control of the Contractor, including:

- system outages, degradation, or failures;
- cyber incidents, ransomware, phishing, or unauthorized access;
- data corruption, loss, or unavailability;
- third-party vendor failures (including cloud providers, internet service providers, and software vendors);
- power outages or infrastructure failures; and
- hardware defects or incompatibilities.

The Client accepts that these risks cannot be eliminated and that the Contractor does not guarantee prevention of such events.

6.2. Shared Responsibility Model

The Parties agree that the Services are delivered under a **shared responsibility model**, meaning that:

- (a) The Contractor is responsible for performing the Services with reasonable skill, care, and diligence; and
- (b) The Client is responsible for:
 - maintaining accurate information about its environment;
 - implementing security measures recommended by the Contractor;
 - providing the Contractor timely access to systems, facilities and personnel; and
 - ensuring that its users follow reasonable security practices.

Failure by the Client to meet its responsibilities may materially increase risk and relieve the Contractor from liability associated with such failures.

6.3. No Guarantee of Business Continuity (BC)

Unless expressly stated in a specific annex, the Contractor does not provide or guarantee:

- disaster recovery (DR);
- high system and data availability;
- zero downtime;
- guaranteed recovery times; or
- uninterrupted business operations.

Any such commitments must be explicitly set out in a written annex (e.g., Backup & DR or Business Continuity services).

6.4. Third-Party Dependencies

The Client acknowledges that many services depend on third parties (e.g., Microsoft, Google, cloud providers, telecom carriers, hardware vendors, and software publishers).

The Contractor is not responsible for failures, outages, defects, or security incidents caused by such third parties, except to the extent the Contractor failed to act with reasonable diligence in managing or responding to those incidents.

6.5. Client Decisions and Risk Acceptance

Where the Client:

- declines recommended security controls;
- uses unsupported hardware or software;
- refuses system hardware and software upgrades, including security patches;
- fails to follow or implement the requirements or recommendations put forward by the Contractor;
- grant its own administrative access without the knowledge or consent of the Contractor;
or
- grants administrative access to others without the knowledge or consent of the Contractor.

The Client accepts the associated risks, and the Contractor shall not be liable for damages that would reasonably have been avoided had the Client followed the Contractor's recommendations.

If any incident occurs due to any actions relatable to this section, all work that the Contractor will conduct will be deemed to be out of scope.

7. LIMITATION OF LIABILITY

7.1. Excluded Damages

To the fullest extent permitted by Québec law, in no event shall the Contractor be liable for any indirect, incidental, special, consequential, or punitive damages, including:

- loss of profits, revenue, or savings;
- loss of business or goodwill;
- loss, corruption, or unavailability of data;
- business interruption;
- reputational harm; or
- costs of procuring substitute services,

even if the Contractor was advised of the possibility of such damages.

7.2. Cap on Direct Liability

The total cumulative liability of the Contractor for all claims arising out of or relating to this Agreement in any 3-month period shall not exceed the total fees actually paid by the Client to the Contractor under this Agreement during the preceding 12 months.

If the Agreement has been in effect for less than 3 months, the cap shall be the total fees paid to date.

7.3. Scope of the Cap

This liability cap applies to all causes of action, whether based in:

- contract;
- civil liability (negligence);
- breach of warranty; or
- any other legal theory,

and applies regardless of whether a claim arises from a single incident or multiple incidents.

7.4. Client Non-Compliance

The liability limitations in this Section apply fully to claims arising from:

- the Client's failure to implement recommended security measures;

- use of unsupported systems;
- lack of timely access or cooperation;
- unauthorized administrative changes; or
- failure to follow the Contractor's reasonable instructions.

In such cases, the Contractor's liability may be further reduced or eliminated depending on the circumstances.

7.5. No Liability for Third-Party Failures

The Contractor is not liable for damages caused by:

- internet service providers;
- cloud platforms;
- software vendors;
- hardware manufacturers; or
- other third-party service providers,

except where the Contractor acted with gross negligence in selecting or managing such vendors.

7.6. Insurance Not a Waiver of Limits

The existence or amount of any insurance coverage maintained by the Contractor shall not be interpreted as increasing or waiving the liability limits set out in this Section.

8. INDEMNIFICATION AND HOLD HARMLESS

8.1. Mutual Indemnity

Each Party (the "**Indemnifying Party**") shall indemnify, defend, and hold harmless the other Party, its officers, directors, employees, agents, and subcontractors from third-party claims arising from:

- a) breach of this Agreement;
- b) negligence, gross negligence, or intentional misconduct; or
- c) violation of applicable laws.

8.2. Client-Specific Indemnity

The Client shall hold harmless and defend the Contractor and its officers and directors against any actual and direct claims, suits, demands or proceedings (“**Claim**”) and indemnify the Contractor for any and all damages finally awarded against and for reasonable fees of attorneys incurred by the Client as a result of a claim, action or legal proceeding by any third party based on, resulting from or arising out of:

- the Client’s failure to implement recommended security measures;
- the Client’s use of unsupported systems or software;
- unauthorized administrative changes made by the Client or its personnel;
- misuse of credentials or improper access granted by the Client;
- claims that the Client’s data, software, or content infringes third-party rights; or
- regulatory penalties arising from the Client’s non-compliance with applicable laws.

This includes legal costs reasonably incurred by the Contractor in defending such claims.

8.3. Procedure for Indemnity Claims

The Party indemnifying the other Party (the “**Indemnifying Party**”) shall promptly give the party being indemnified (the “**Indemnified Party**”) prompt notice of the Claim.

The Indemnifying Party shall have sole control of the defense and settlement of the Claim (provided that the Indemnifying Party shall not settle any Claim without consent being obtained from the Indemnified Party).

The Indemnified Party shall provide all reasonable assistance to the Indemnifying Party.

The above shall constitute the Indemnifying Party’s sole liability for and the Indemnified Party’s sole remedy against the Indemnifying Party for the Claims

8.4. Survival

This Section survives termination.

9. FORCE MAJEURE

9.1. Definition

Neither Party shall be liable for failure or delay in performance caused by events beyond its reasonable control ("**Force Majeure Event**"), including but not limited to:

- natural disasters, fires, floods, earthquakes or severe weather;
- epidemics, pandemics, or public health emergencies;
- war, terrorism, civil unrest, insurrection, riots or government actions;
- requirements or regulations of any civil or military authority;
- widespread power failures or utility outages;
- failures of internet service providers, cloud providers, or data centers;
- Cyber attacks;
- large-scale cyberattacks or global malware outbreaks;
- supply-chain disruptions affecting hardware or software availability; or
- labor disputes or strikes not limited to the affected Party's workforce.

9.2. Effect on Obligations

During a Force Majeure Event:

- a) affected obligations are suspended to the extent impacted;
- b) the affected Party is not in breach of this Agreement; and
- c) all applicable Service Level Agreements ("SLA") and response-time commitments are automatically suspended.

9.3. Enduring Force Majeure

If a default due to an event of Force Majeure shall continue for more than thirty (30) days (extendable at the option of the non-defaulting Party) then the Party not in default shall be entitled to terminate this Agreement in the manner set out under Clause 14.

Neither Party shall have any liability to the other in respect of the termination of this Agreement as a result of an event of Force Majeure, other than any outstanding payments due to the Contractor.

9.4. Notice and Mitigation

The affected Party shall:

- notify the other Party as soon as reasonably practicable; and
- use commercially reasonable efforts to mitigate the impact and resume performance.

9.5. No Expansion of Duties

Nothing in this Section requires the Contractor to provide substitute systems, emergency infrastructure, or disaster-recovery services unless expressly included in a separate agreement.

10. INDEPENDENT CONTRACTOR

10.1. No partnership, employment or Agency

Nothing in this Agreement shall be construed to create any partnership, joint venture, agency, fiduciary, employment, or other similar relationship between the Parties.

Each Party remains solely responsible for its own employees, subcontractors, taxes, insurance, payroll, business operations and statutory deductions related to its personnel. The Client shall not withhold taxes or make payroll deductions on behalf of the Contractor.

The performance of Services under this Agreement shall not be interpreted as creating any exclusive relationship or granting either Party the right to act as the legal representative of the other

10.2. No Operational Control

The Contractor provides technical services and recommendations as an independent service provider and does not act as the Client's internal information technology department, officer, employee, agent, or fiduciary. The Contractor does not assume operational control over the Client's business, systems, personnel, regulatory compliance, or risk management decisions.

All business, operational, security, compliance, and risk decisions remain the sole responsibility of the Client. The Client retains ultimate authority over acceptance, rejection, or implementation of recommendations provided by the Contractor.

The provision of Managed Services, ongoing technical support, or advisory guidance shall not be interpreted as transferring managerial responsibility or decision-making authority to the Contractor, nor shall it create any duty beyond the obligation of means expressly described in this Agreement.

The Client acknowledges that the Contractor's role is limited to providing technical assistance and commercially reasonable efforts within the defined scope of Services and that the Contractor does not guarantee specific operational, financial, regulatory, or cybersecurity outcomes.

10.3. No Authority to Bind

The Contractor is engaged solely as an independent Contractor, and neither Party has the authority to bind, represent, or incur any obligation on behalf of the other Party unless expressly authorized in writing.

11. SUBCONTRACTING

11.1. Right to Subcontract

The Contractor may subcontract all or part of the Services to qualified third parties, including but not limited to:

- cloud service providers;
- telecommunications carriers;
- cybersecurity vendors;
- backup providers; and
- specialized technical consultants or firms.

11.2. Contractor responsibility

Notwithstanding any subcontracting, the Contractor remains responsible to the Client for the performance of the Services in accordance with this Agreement.

11.3. Confidentiality and Security Obligations

Any subcontractor engaged by the Contractor must be bound by:

- confidentiality obligations at least as protective as those in this Agreement; and
- commercially reasonable security standards appropriate to the Services provided.

11.4. Client Consent

General subcontracting does not require the Client's prior consent, except where required by law or expressly stated in a specific annex.

12. CLIENT OBLIGATIONS

12.1. Cooperation and access

The Client shall:

- Provide timely access to systems, premises (if on-site work is included), information, and personnel as reasonably required for the Contractor to perform the Services;
- Designate a primary point of contact and maintain an Authorized Approvers List for requests that may incur additional fees or modify the Services; and
- Use approved communication methods for support requests to ensure proper ticketing and response measurement under any Service Level Agreement (SLA).

12.2. Authorized Approvers and Change Authority

Only individuals listed in "**Schedule A – Authorized Approvers List**" may approve:

- billable work;
- service changes; or
- scope modifications.

The Contractor may rely conclusively on such approvals from individuals listed in Schedule A.

12.3. Infrastructure and Security Standards

The Client shall:

- Maintain supported hardware and software, including active vendor support for line-of-business (LOB) software;
- Implement mandatory security measures recommended by the Contractor, including updated endpoint protection and multi-factor authentication (MFA) on business email accounts and critical systems;
- The Contractor shall not be responsible for damages resulting from malware, ransomware, or unauthorized access where the Client refuses such measures;
- Notify the Contractor promptly of staffing changes so access may be provisioned or revoked;
- Use administrative access in emergency situations or for Contractor authorized actions that have previously agreed upon in writing;

- Refrain in using administrative access for day-to-day activities or as a “user” account; and
- Refrain from granting administrative access without prior written agreement. Any remediation required due to Client administrative changes shall be billable.

12.4. Technology Standardization

The Contractor may require reasonable standardization of hardware, software, licensing, or security configurations as a condition of delivering Managed Services or maintaining SLA commitments.

Non-standard systems may be excluded from Managed Services or supported only on a best-effort, billable basis.

12.5. Environment Drift and Client Environment Changes

The Client acknowledges that Managed Services are delivered based upon the systems, configurations, security controls, and operational environment existing at the time Services commence or as subsequently documented by the Contractor (the “**Supported Environment**”).

The Client agrees to notify the Contractor in advance of any material changes to the environment, including but not limited to:

- installation of new hardware or software;
- engagement of third-party vendors or service providers;
- modification of network architecture or security controls;
- granting administrative or privileged access to additional persons;
- implementation of new cloud services or integrations; or
- any configuration changes that may affect performance, security, or compatibility.

Unauthorized or undisclosed changes may result in deviations from the Supported Environment (“**Configuration Drift**”).

Where Configuration Drift occurs, the Contractor may, upon written notice:

- a. suspend applicable Service Level commitments for affected systems;
- b. classify affected systems as out-of-scope or unsupported;
- c. require remediation or re-standardization before continuing Managed Services; and/or
- d. provide support on a best-effort or billable basis at the applicable hourly rates.

The Contractor shall not be responsible for service degradation, outages, security incidents, or data loss arising from Configuration Drift or from changes made by the Client or third parties without the Contractor’s coordination or approval.

Nothing in this Section limits the Client’s authority over its systems; however, responsibility for risks introduced by such changes remains with the Client.

12.6. Data compliance and security

The Client shall:

- Comply with all applicable laws and industry-specific regulations.
- Maintain appropriate cyber-liability and data-breach insurance coverage.

12.7. Security Refusal Acknowledgement

Where the Client refuses, delays, or fails to implement recommended security measures, the Client:

- acknowledges the increased cybersecurity risk; and
- agrees that the Contractor shall not be liable for incidents that would reasonably have been prevented by such measures.

12.8. Consequences of Non-Compliance

Failure to comply with this Section may result in service suspension, suspension of Service Level Agreements (SLA), and additional fees may apply.

12.9. Automatic SLA Suspension

Any SLA shall be automatically suspended during periods of Client non-compliance, unsupported systems, refusal of security controls, lack of access, or unauthorized administrative changes.

13. PAYMENTS TERMS

All fees payable under this Agreement are set out in Schedule B (Pricing Schedule and Order Form), as amended from time to time in accordance with this Agreement.

13.1. Invoicing cycle

Unless otherwise stated:

- Invoices and recurring monthly fees are billed on or around the 15th day of each month;
- Billing may be issued in advance, in arrears, or partially in advance and partially in arrears;
- The first invoice may be prorated to align with the 15th billing cycle.

13.2. Payment due date

Payments are due 15 calendar days after the invoice is issued (NET15).

13.3. Late fees and interest

Unpaid amounts are subject to a late fee of 1.5% of the outstanding amount per month.

13.4. Currency

All costs, unless otherwise specified, are in Canadian Dollars (CAD\$).

13.5. Disputes

- If the Client disputes any portion of an invoice, it must provide written notice within [15] calendar days of the invoice date, specifying the disputed amount and the reasons for the dispute.
- The Client must pay the undisputed portion of the invoice by the due date.
- The Parties shall act in good faith to resolve any billing dispute promptly.
- For the avoidance of doubt, any invoice which is not disputed within 15 (fifteen) calendar days from the date of its issuance will be deemed accepted and error-free by the Client.

13.6. No Set-Off

The Client shall not withhold, reduce, or offset any payments owed to the Contractor against amounts claimed to be owed by the Contractor, unless agreed in writing.

13.7. Price adjustments

- Recurring fees may be adjusted by the Contractor upon written notice within 30 calendar days before the end of the current contract Term to the to the Client;
- The Contractor may, in the event of a significant cost increase, inform the Client of the affected product(s) or service(s) that are affected within 30 calendar days during the current term of the contract;
- Any change to pricing shall be reflected in the most current invoice;
- Continued use of the Services after notice of a price change constitutes acceptance of the revised pricing; and
- Once price change notification has been issued, an updated Customer Retained Services Confirmation Sheet or Information Sheet shall be issued reflecting the revised pricing.

13.8. Suspension for non-payment

If payment is not received within ten (10) calendar days after the payment due date:

- The Contractor may, upon written notice, suspend all or part of the Services without liability;
- Any applicable SLAs are automatically suspended during the period of non-payment;
- The Client remains liable for all fees during any suspension period; and
- The Contractor may charge reasonable reactivation fees before resuming Services.

Suspension of Services for non-payment does not suspend recurring charges, which remain payable during any suspension period.

13.9. Rights to recover collection costs

If the Contractor refers any overdue account to a third party for collection or legal action, the Client shall be responsible for:

- reasonable legal fees;
- collection agency fees; and
- any court or administrative costs incurred by the Contractor, to the extent permitted by law.

13.10. Effect of Termination on Payment

Upon termination or expiration of this Agreement:

- All outstanding invoices become immediately due and payable;
- Any prepaid fees are non-refundable unless expressly stated otherwise in the Information Sheet; and
- The Contractor may invoice for work performed but not yet billed as of the termination date.

13.11. Taxes

All fees are stated exclusive of applicable taxes, including:

- GST/HST;
- QST;
- Regulatory fees;
- Environmental fees; and
- any other applicable federal, provincial, or municipal taxes.

The Client is responsible for paying all applicable taxes in addition to the fees.

14. TERMINATION AND CLIENT TRANSITION TO A NEW SERVICE PROVIDER

14.1. Termination because of Expiry

Upon expiration or termination of this Agreement for any reason, including non-renewal, the Parties shall cooperate in good faith to facilitate an orderly transition of Services.

Termination does not relieve the Client of any accrued payment obligations or other obligations that survive termination.

14.2. Termination for cause

Either party may terminate the Agreement:

- a. if the other party breaches its material obligations and fails to cure within 30 days of receipt of written notice, or
- b. where permitted by applicable law, if the other party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all its business.

The Contractor may suspend access or terminate immediately if the Client breaches Sections 20 (Compliance with Laws) and 21 (Acceptable use and Messaging Content Policies)

14.3. Termination for convenience

Either Party may terminate this Agreement for convenience upon not less than thirty (30) days' prior written notice.

14.4. Transition Period

Unless otherwise agreed in writing:

- The Contractor shall provide reasonable transition assistance for a period of up to thirty (30) days following the termination date (the "**Transition Period**");
- Any transition assistance beyond the Transition Period shall be subject to availability and billed at the Contractor's standard hourly rates as set out in Schedule B (Pricing Schedule and order form);
- The Contractor is not obligated to continue providing recurring Services beyond the termination date unless otherwise agreed in writing.

14.5. Scope of Transition Assistance

During the Transition Period, the Contractor may provide:

- Export of Client Data in commercially reasonable formats;
- Transfer of administrative credentials;
- Documentation reasonably necessary to transition Services;
- Coordination calls with the Client or incoming service provider;
- Removal of monitoring agents or management tools.

The Contractor is not required to:

- Reconfigure systems for the new provider;
- Train the new provider;
- Provide proprietary documentation or internal methodologies;
- Extend access to systems after transition is complete.

14.6. Appointment of New Service Provider

The Client shall notify the Contractor in writing of the identity of any new service provider (the “**Incoming Provider**”) and the anticipated transition date.

The Contractor shall communicate only with individuals authorized in writing by the Client.

14.7. Risk Acceptance and Separation of Responsibility

Prior to transferring administrative access, credentials, or system control to the Incoming Provider, the Client shall sign a **Risk Acceptance and Transition Acknowledgment Letter**, confirming that:

- The Contractor’s responsibility for system security, maintenance, monitoring, and support ceases as of the transition date;
- The Incoming Provider assumes full responsibility for the Client’s systems, backups, security posture, and operational continuity from that date forward;
- The Contractor shall not be liable for any issues, outages, data loss, or security incidents occurring after the transition date; and
- The Client acknowledges that changes made by the Incoming Provider may impact system performance, security, or stability.
- Failure to execute the Risk Acceptance Letter permits the Contractor to delay credential transfer until properly executed.

14.8. Cessation of Monitoring and Security Controls

On the termination date (or earlier if requested by the Client):

- Monitoring agents, remote access tools, backup agents, and security controls managed by the Contractor may be removed;
- Security alerts and incident response obligations cease;
- SLA obligations immediately terminate.

The Client acknowledges that removal of such controls may increase operational or security risk.

14.9. Data Retention and Deletion

Following the Transition Period:

- The Contractor may permanently delete Client Data retained in its systems, subject to legal retention requirements;
- The Contractor shall not be responsible for maintaining backups beyond the Transition Period unless separately contracted;
- The Client is responsible for verifying receipt and integrity of exported data prior to deletion.

14.10. Outstanding Amounts

All outstanding invoices become immediately due upon termination.

The Contractor may withhold transition services or credential transfer until undisputed amounts are paid in full.

14.11. Limitation of Liability During Transition

During the Transition Period:

- The Contractor's liability remains subject to the Limitation of Liability section of the Agreement;
- The Contractor is not responsible for actions taken by the Incoming Provider;
- The Contractor is not liable for degraded performance caused by overlapping access or configuration changes made by the Client or Incoming Provider.

14.12. No Implied Ongoing Duty

After the termination date and completion of the Transition Period:

- The Contractor has no continuing duty to monitor, secure, maintain, or support the Client's systems;

- Any assistance provided after that date shall be treated as new Professional Services under separate agreement.

14.13. Survival

This Termination and Transition section survives termination of the Agreement.

15. NOTICES

15.1. Form of Notice

Any notice, request, demand, consent, approval, or other communication required or permitted under this Agreement (“Notice”) must be in writing and shall be deemed properly given only if delivered by one of the following methods:

- a. Email to the designated addresses in the Master Service Agreement Information Sheet; or
- b. Registered mail or courier to the addresses of the Parties set out in this Agreement or in the Information Sheet.

Informal communications (e.g., text messages, instant messaging, or verbal statements) do not constitute formal notice unless expressly agreed in writing by both Parties.

15.2. Designated Notice Contacts

Each Party shall designate, in the Master Service Agreement Information Sheet or in writing:

- a primary contact for contractual notices; and
- an alternate contact.

If no designation is provided, notice may be sent to any senior representative of the Party.

15.3. When Notice Is Deemed Received

Notice shall be deemed received as follows:

- a) Email: on the next business day after transmission, provided no automated delivery failure is received;
- b) Courier: on the date of confirmed delivery;
- c) Registered mail: on the earlier of
 1. actual receipt, or
 2. five (5) business days after mailing within Canada.

If delivery occurs on a non-business day, notice is deemed received on the next business day.

15.4. Change of Address or Contact

Either Party may change its notice address or designated contact by giving written notice to the other Party in accordance with this Section.

Until such change is communicated, the last notified address remains valid.

15.5. Notices Related to Payment and Suspension

For clarity:

- Notices of overdue payment,
- Notices of intent to suspend services, or
- Notices of termination for non-payment

may be sent by email only, provided they are sent to the Client's designated notice contact and the email must originate from a designated domain or address listed in the Information Sheet.

15.6. Notices Related to Legal Disputes

Any Notice related to arbitration, legal claims, or formal disputes must be sent by registered mail or courier (email alone is insufficient for these purposes).

15.7. No Waiver by Informal Communication

The fact that a Party communicates informally (e.g., by phone or chat) does not waive its right to require formal written Notice under this Section.

15.8. Relationship to "No Set-Off" Clause

Nothing in this Notices section permits the Client to withhold, reduce, or offset payments owed to the Contractor.

Even if a Notice of dispute is delivered, the Client must still pay all undisputed amounts by the applicable due date, as set out in the Payment Terms section.

16. SEVERABILITY

16.1. General Rule

If any provision of this Agreement is found by a court or arbitral tribunal of competent jurisdiction to be invalid, illegal, unenforceable, or void, in whole or in part:

- a) that provision shall be severed from this Agreement only to the extent of the invalidity; and
- b) the remainder of this Agreement shall continue in full force and effect as if the invalid provision had never been included.

16.2. Modification Instead of Nullity

Where reasonably possible, the invalid or unenforceable provision shall be interpreted, limited, or modified so that it becomes valid and enforceable while preserving, as closely as possible, the original commercial intent of the Parties.

Only if such interpretation or modification is not reasonably possible shall the provision be severed.

16.3. Survival of Core Commercial Terms

Severance of any provision shall not affect:

- the Parties' agreement to arbitrate disputes;
- the governing law clause;
- the limitation of liability framework;
- the confidentiality obligations; or
- payment obligations that have already accrued.

These provisions are deemed independent and fundamental to the Agreement.

16.4. No Automatic Termination

Invalidity of any provision does not terminate this Agreement, nor does it relieve either Party of its remaining obligations, unless the severed provision is so essential that the Agreement cannot reasonably function without it.

16.5. Replacement of Severed Terms

If a provision is severed, the Parties agree to act in good faith to negotiate a replacement clause that:

- achieves substantially the same economic and legal effect; and
- is consistent with Québec law and the intent of this Agreement.

16.6. Application to Annexes and Schedules

This Severability clause applies equally to this MSA and all Annexes, Schedules, and Service Documents incorporated by reference.

If a term in an Annex is invalid, only that term is severed — not the entire Annex.

17. WAIVER

17.1. No Waiver by Silence or Delay

No failure, delay, or omission by either Party in exercising any right, remedy, power, or privilege under this Agreement shall:

- a) operate as a waiver of that right; or
- b) impair or preclude any future exercise of that right or any other right under this Agreement.

A Party may still enforce its rights even if it previously chose not to do so.

17.2. Waiver Must Be in Writing

Any waiver of a breach or default under this Agreement is effective only if it is in writing and signed by the waiving Party.

Verbal statements, informal emails, or conduct alone do not constitute a valid waiver.

17.3. Limited Scope of Any Waiver

A written waiver:

- a) applies only to the specific breach or default identified; and
- b) does not waive any other breach, whether past, present, or future.

For example, waiving late fees on one invoice does not waive the right to charge them on future invoices.

17.4. No Implied Waiver from Course of Conduct

No course of dealing, custom, or prior practice between the Parties shall be interpreted as a waiver of any provision of this Agreement unless expressly stated in writing.

17.5. Relationship to Payment Terms

For clarity:

- acceptance of late payment does not waive the Contractor's right to charge interest, suspend services, or terminate for non-payment in the future; and
- continued performance of Services during a payment dispute does not waive the Contractor's rights under the Payment Terms section.

17.6. Relationship to SLAs

The Contractor's decision not to enforce an SLA at a particular time does not waive its right to enforce SLA suspensions or exclusions in future circumstances.

17.7. Survival

This Waiver clause survives termination or expiration of this Agreement.

18. NON-SOLICITATION

18.1. No Solicitation of Personnel

During the term of this Agreement and for a period of twelve (12) months following its termination or expiration, the Client shall not, directly or indirectly:

- a) solicit, recruit, entice, or encourage any employee, Contractor, consultant, or subContractor of the Contractor to leave the Contractor's employment or engagement;
- b) hire, retain, or engage (whether as an employee, Contractor, consultant, or otherwise) any such person who was involved in the provision of Services to the Client; or
- c) assist any third party in doing any of the foregoing.

This restriction applies whether or not the individual was initially introduced to the Client through the Services.

18.2. Placement / Buy-Out Fee

If the Client hires or engages any person in breach of Section 18.1 (No Solicitation of Personnel), the Client shall pay the Contractor, within 15 days of written demand, a placement fee equal to the greater of:

- twelve (12) months of that individual's then-current annual base compensation, or
- CAD \$45 000.00

This amount is agreed to be a genuine pre-estimate of the Contractor's damages and not a penalty.

18.3. Permitted Hiring

The restrictions in Section 18.1 (No Solicitation of Personnel), do not apply where:

- the individual responds to a general public job posting not specifically targeted at the Contractor's personnel;
- the Contractor provides prior written consent to the hire; or
- the individual has not provided Services to the Client for a period of six (6) months or more prior to the date of hire.

18.4. No Obligation to Rehire

Nothing in this Section obligates the Contractor to continue employing or engaging any individual referenced herein.

18.5. Reasonableness and Québec Law

The Parties agree that:

- the duration, geographic scope (Canada), and subject matter of this non-solicitation covenant are reasonable and necessary to protect the Contractor's legitimate business interests; and
- this clause shall be interpreted in a manner consistent with Québec law, including Articles 2089 and 2095 of the Civil Code of Québec.

If a court or arbitrator finds any part of this clause excessive, it shall be reduced rather than nullified to the maximum extent enforceable.

18.6. Survival

This Non-Solicitation clause survives termination or expiration of this Agreement.

19. ASSIGNMENT

Subject to the exceptions below, neither Party may assign, transfer, or delegate this Agreement, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

Any attempted assignment in violation of this Section shall be void and of no effect.

19.1. Contractor Permitted Assignments

Notwithstanding the general rule in the opening paragraph, the Contractor may assign this Agreement without the Client's consent in the following circumstances:

- a) to an affiliate, subsidiary, or parent company of the Contractor;
- b) in connection with a merger, amalgamation, or corporate reorganization of the Contractor; or
- c) in connection with the sale of all or substantially all of the Contractor's business, assets, or shares relating to the Services.

In any such case, the Contractor shall use reasonable efforts to provide notice to the Client of the assignment.

19.2. Conditions of Contractor Assignment

Any permitted assignment by the Contractor is subject to the following:

- the assignee must assume all obligations of the Contractor under this Agreement in writing; and
- the level of services and contractual protections offered to the Client must be substantially equivalent to those provided prior to the assignment.

19.3. Client Assignment

The Client may assign this Agreement only with the Contractor's prior written consent, except that the Client may assign the Agreement without consent in the case of:

- a merger, amalgamation, or corporate reorganization of the Client; or
- the sale of all or substantially all of the Client's business,

provided that the assignee assumes all obligations under this Agreement in writing.

19.4. Delegation vs. Assignment

For clarity:

- The Contractor's rights under the Subcontracting section do not constitute an assignment of this Agreement; and
- Subcontracting does not relieve the Contractor of its obligations to the Client under this Agreement.

19.5. Binding Effect

This Agreement shall be binding upon and endure to the benefit of the Parties and their permitted successors and assigns.

19.6. Notice of Change in Control

If either Party undergoes a change of control (for example, a sale of shares or ownership change), that Party shall provide written notice to the other Party within a reasonable time after the change.

A change of control does not, by itself, terminate this Agreement.

19.7. Relationship to Other Sections

This Assignment section operates together with:

- Subcontracting (to clarify what is not an assignment);
- Notices (for how any assignment notice must be delivered); and
- Survival (so assignment rights and obligations continue after termination where applicable).

20. COMPLIANCE WITH LAWS

In connection with the use, performance, access and use of the Services under the Agreement, each party agrees to comply with all applicable laws, rules and regulations.

If necessary and in accordance with applicable law, we will cooperate with local, provincial, territorial, federal and international government authorities with respect to the Services.

Notwithstanding any other provision in these Terms, we may immediately terminate the Agreement for noncompliance with applicable laws.

21. ACCEPTABLE USE AND MESSAGING CONTENT POLICIES

The Client's use of the Services is subject to the Contractor's Acceptable Use Policy (AUP) and, as applicable, the Contractor's Messaging Content Policy (MCP) as amended from time to time, provided that material changes are communicated to the Client. Copies of the AUP and MCP are available on the Contractor's website.

22. ENTIRE AGREEMENT

This Agreement and all Annexes constitute the entire agreement.

23. LANGUAGE

The Parties acknowledge having expressly requested that this Agreement be drafted in English. Les parties reconnaissent avoir exigé que la présente convention soit rédigée en anglais.