



MASTER SERVICE AGREEMENT

THIS AGREEMENT dated and with effect as of [THE DATE CUSTOMER EXECUTES THIS AGREEMENT] (“the Effective Date”)

BETWEEN:

1ComputerServices Inc. d/b/a 1CS, 1694 Albion Rd, Unit 3 Toronto, ON M9V 1B8 | 647.956.6081 | HST # 83144 4385 RT0001
 (“1CS”)

AND

YOU, The Customer

[LEGAL NAME AND INFO AS STATED IN ACCOUNT INFORMATION SUBMITTED BY CUSTOMER]
 (“Client”)

WHEREAS 1CS and Client agree to enter into a pay-as-you-go service agreement (the “Agreement”) such that upon Clients request 1CS shall provide IT services and IT products (the “Services”) to Client on a non-exclusive basis, in the manner described below.

NOW THEREFORE in consideration of the premises and any mutual covenants, terms, warranties and representations set out herein or any schedule and together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** 1CS includes, if applicable, its parent(s), subsidiaries, successors, shareholders, directors, officers, agents, representatives, employees, contractors, sub-contractors, assigns, affiliates and licensees. Client includes, if applicable, its parent(s), subsidiaries, successors, shareholders, directors, officers, agents, representatives, employees, contractors, sub-contractors, assigns, affiliates, licensees, Customer, Clients customer, you, your, franchise partner and any person authorizing 1CS access to a computing device or application pursuant to this Agreement. Each of 1CS and Client are a Party to this Agreement and together are the Parties. Agreement means this Agreement and includes the term herein, hereof, hereto and hereunder. The term “including” means including but not limited to, unless otherwise stated. The term “employee” includes contractor, sub-contractor, agent, peddler, worker, staff, team member or affiliate. Rates, fees, pricing and charges refer to 1CS’s compensation for providing the Services. Business Days are any day other than a Saturday, Sunday or Statutory Holiday in the province of Ontario. Product means any goods of a tangible or intangible nature including: websites, software, programs, applications, services, subscriptions, SaaS and other similar forms of technology products. Website includes domain, network and any connected or related IP. The term “Quote” includes estimate, proposal, statement of work, work order or other similar kind of document. An approved Quote is that which is provided by 1CS and approved by Client.
2. **Services.**
 - 2.1. The Services 1CS provides includes consulting, support, maintenance, repair, procurement, installations, setups, terminations, configurations and other similar forms of service for certain equipment, computers, servers, software, operating systems, switches, routers, drives, firewalls, databases, backup systems, websites, networks, internet connectivity and other similar technology, at Clients request, which are within 1CS’s Service capability and subject to 1CS’s availability between Monday and Friday, 9:00 a.m. to 5:00 p.m. EST, excluding statutory holidays in the province of Ontario. Client acknowledges the complexities of information technology and understands 1CS may not be able to resolve each request, or resolve it to Clients satisfaction, or resolve it in the time frame Client wishes. Charges for Services are for time spent, not results, unless an approved Quote stipulates otherwise.
 - 2.2. Product Orders. Client may request to purchase equipment and/or software through 1CS (“Products”). 1CS requires Client to approve a quote on 1CS’s standard form (“Quote”) using 1CS’s online quote approval system before placing any Product Orders for Client. Client shall pay for Products according to the Quote including amount, payment method and payment schedule. 1CS’s standard payment method for Product Orders is credit card. 1CS’s standard billing term for Products is on or after approval of a Quote. 1CS cannot guarantee a refund for each Product Order or that the return of any Products will be free from restocking fees or Service charges. Notwithstanding the foregoing, a Product Order of less than \$100 before HST may be approved by Client via email or telephone in 1CS’s sole discretion.
 - 2.3. Product Limitations. Client understands and agrees that any Products delivered to Client or procured for Client in any way by 1CS pursuant to this Agreement are Products which are not the manufactured or developed products of 1CS but rather those of the

manufacturer or developer and 1CS shall assume no liability for their defect, delay, unintended consequence or loss of income related to it. 1CS may recommend or suggest Products from time to time, each of these proposed Products is ordered at Clients risk and therefore it is Clients responsibility to research the Products before approving a Quote for Products. Title or ownership to any Products shall not pass to Client until the Product has been paid for. 1CS may be ordering Products from an affiliated distributor who may be compensating 1CS in the form of a commission. Client understands and agrees to 1CS being compensated by a distributor in this respect and agrees that any such payments received by 1CS will not reduce any other compensation to be received by 1CS from Client in connection with the Services described herein.

- 2.4. Equipment and Software Guidance. 1CS in its sole discretion may provide general guidance to Client in considering the use of certain proposed equipment or software. Any such 1CS guidance shall not be considered to be an analysis on which Client should rely to purchase such equipment or software or to determine such software's capabilities or effect on the Services or Client, all of which is the sole responsibility of Client. Client may purchase an equipment or software assessment under a separate agreement in 1CS's sole discretion. Equipment and software guidance shall begin when one of Clients users contacts 1CS asking for guidance with respect to the proposed purchase of equipment and/or software including questions, advice and information. 1CS's assistance ends when 1CS provides an answer, suggestion, information or when 1CS determines in its sole discretion that 1CS cannot adequately address Clients request.
- 2.5. After Hours Services. In 1CS's sole discretion, 1CS may provide Services after Business Hours. 1CS's standard for providing After Hours Services is by appointment. Should 1CS elect to provide After Hours Services, Client shall pay the rates for After Hours Services listed in 1CS's below referenced rate card.
- 2.6. Project Services. Projects are not included in any pricing, charge, fee or rate contained in this Agreement. Instead, Projects shall be quoted separately but otherwise be subject to this Agreement. For the purpose of this Agreement, a Project is any task or group of tasks that is estimated to take more than 4 hours (half a day) to complete, often Projects are for the implementation of new Client services, devices and software. Some examples of projects include: (1) Network upgrade/migration, (2) Phone system upgrade/migration, (3) Server upgrade/migration, (4) Email upgrade/migration, (5) Major infrastructure upgrades and (6) Office moves. Ultimately, the decision as to whether a request is deemed a Project shall be the sole discretion of 1CS, in consultation with Client.
- 2.7. Requests. Service requests shall be submitted through 1CS's ticketing system and contain a detailed description of the problem, Client's requested timeline for resolution, the nature of any failure, any error/alert or other messages, tasks that were being performed prior to the problem, the name and version of software being used and the desired end result.
- 2.8. Service Level Targets and Priority Standards. This Agreement does not provide for Service Level Targets or Priority Standards.
- 2.9. Service Downtime. Services will be interrupted by times of scheduled and unscheduled maintenance and repair of 1CS Systems ("Downtime"). 1CS will use commercially reasonable efforts to minimize such downtime.
- 2.10. Security and Privacy. 1CS will provide reasonable physical, technical, and administrative measures to ensure security and controlled access to 1CS systems and Client information.

3. Time and Rates.

- 3.1. As per rate card, time shall be counted and billed to Client in no less than 15-minute increments when Services are provided remotely or in no less than 30-minute increments when Services are provided onsite. Any Services provided remotely shall have a 15-minute minimum charge and any Services provided onsite shall have a 60-minute minimum charge. Onsite Services shall be subject to reasonable parking charges, if applicable.
- 3.2. All charges being billed to Client are subject to the rate card found here:

<https://www.1computerservices.com/marketing/service-ratecard.pdf>

unless Services are being provided subject to an approved Quote, in which case, the terms on the approved Quote shall apply.

4. Purchases, Prices and Payment.

- 4.1. Client shall pay all charges by credit card unless otherwise agreed to by 1CS. Credit card information shall be submitted to 1CS using 1CS's online portal or via telephone if necessary. Client shall pay all charges upon Services being rendered, but certainly no later than seven (7) days following transmission of 1CS's invoice, unless such invoice is subject to an approved Quote which stipulates another form of payment schedule or payment method, in which case, the terms of the Quote would apply. 1CS's standard billing method is through electronic mail ("email"). 1CS reserves the right to charge a processing fee for any billing method that deviates from this standard, such as (but not limited to) portal associated costs and customized invoicing requirements. Client shall pay a late fee of 1.5 percent (or the highest rate permitted by law) per month on any amounts not paid in a timely manner. Client shall pay for all costs and expenses, including but not limited to reasonable attorney and expert fees, incurred by 1CS in enforcing its rights for payment under this Agreement. Client shall pay all sales, use, excise, value added or other taxes; duties, levies or fees assessed by any government or other authority resulting from its relationship with 1CS under this Agreement except for taxes imposed on 1CS's income. Shipping and handling fees may apply. 1CS reserves the right to cancel orders arising from pricing or other errors. Client shall not withhold any 1CS property or payment due under this Agreement, or any other agreement or Quote with/from 1CS, for set off or reduction of any purpose whatsoever.

- 4.2. In the event Client disputes any portion of an invoice in good faith, Client shall pay the undisputed portion of the invoice by the date the invoice is due if payment has not already been charged to Client's credit card and shall submit to 1CS a written explanation for the disputed amount, setting forth with specificity Client's grounds for such dispute. Client must submit its written dispute to 1CS within seven (7) days of receipt of the invoice or such dispute shall be deemed waived and invoices shall be deemed correct. In the event that the dispute is resolved against Client, Client shall pay all outstanding amounts plus interest at the rate referenced in, and calculated in accordance with subsection 4.1 above.
5. **No Commitment.** Client is under no obligation to request, approve or otherwise purchase any Services from 1CS and 1CS is under no obligation to provide Services to Client. This Agreement shall not in any way be construed as a retainer, monthly package or subscription of any kind. This Agreement specifies the terms and conditions of Services if Client does request, approve or otherwise purchase Services provided by 1CS. Client obligations hereunder shall be only that which is described in this Agreement.
6. **Client Equipment.** In the course of this Agreement, certain parts, materials, equipment, computers, software, operating systems, switches, routers, drives, firewalls, databases, backup systems, networks, internet connectivity, information and other items owned by Client, or provided by a third party to Client, will be used or required for the effective and efficient provision or use of the Services ("Client Equipment").
7. **Client Responsibilities.** Client shall be solely and exclusively responsible for the following:
- notifying 1CS of any changes to designated users, if applicable;
 - establishing and maintaining the security and confidentiality of Client data and of user accounts, ids, passwords, encryption keys, and any other personal identifiers;
 - the procurement, operation, maintenance, and security of Client equipment, networks, software, internet, and other computing resources, infrastructure and services used to connect to and access the Services;
 - retaining a current copy of Client data outside the Services; and
 - all uses of the Services by Client and its users.
8. **Designated Site.** Client's single or multiple addresses [STATED IN ACCOUNT INFORMATION SUBMITTED BY CUSTOMER] is/are designated as the only physical location(s) where 1CS will perform any on-site work under this Agreement ("Designated Site").
9. **Client Content.** Client represents and warrants (i) that it does not provide any personal data of European ("EU") residents to 1CS; and (ii) that, if it does provide any personal data of an EU resident to 1CS, Client has obtained the personal data from the data subject for a lawful purpose and in accordance with the requirements of the GDPR. To the extent any personal data of any EU resident is provided to 1CS, Client shall identify such data for 1CS and understands that such personal data will be stored and processed on servers based in Canada or the United States.
10. **Internet Services Provider.** 1CS is not Client's Internet Services Provider (ISP). At times, actions or inactions of third parties can impair or disrupt Client's connections to the Internet (or portions thereof). 1CS cannot guarantee that such events will not occur. Accordingly, Client is solely responsible for all Losses (as defined below) resulting from or related to such event.
11. **Backup.** Unless Client is purchasing a cloud backup from 1CS, 1CS's provision of the Services does not replace the need for Client to maintain reliable, regular data backups and redundant archives ("Reliable Backup"). Client shall maintain such Reliable Backup during the Term and any Renewal Term of this Agreement.
12. **Software Licenses and Other Agreements.** Client shall enter into, maintain, comply with and be bound by such licenses, subscriptions, agreements or other prerequisites of third-party software publishers/vendors or equipment manufacturers necessary for 1CS to provide the Services (collectively, "Licenses"). Client understands that 1CS does not have or ever take title to any software and that Client has the sole responsibility to manage its use of any software it uses, retaining copies of License related agreements and other ownership or subscriber documentation.
13. **Warranty.** 1CS represents and warrants that it will provide the Services in a good and workmanship-like manner and that the Services will meet any applicable generally accepted industry standards. Client shall also be entitled to any warranty, which is extended to 1CS by an equipment manufacturer, distributor or software publisher/vendor, and assigned by 1CS to Client, in connection with this Agreement. EXCEPT AS EXPRESSLY STATED IN THIS SECTION, 1CS PROVIDES ALL THE SERVICES "AS IS." 1CS DOES NOT PROVIDE AND EXPRESSLY DISCLAIMS ANY WARRANTY OF ANY KIND RELATING TO THE SERVICES, EXPRESS OR IMPLIED, STATUTORY OR OTHER, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT AND ALL WARRANTIES WHICH ARISE FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, CLIENT ACKNOWLEDGES AND AGREES THAT NO TECHNOLOGY IS FOOLPROOF OR IMMUNE FROM ATTACK. 1CS CANNOT MAKE AND EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE SERVICES AND PRODUCTS OR ANY RESULTS OR USE THEREOF WILL OPERATE WITHOUT INTERRUPTION, SECURELY, ERROR FREE, WITHOUT DEFECT, FREE OF HARMFUL CODE, THIRD PARTY DISRUPTION OR THAT 1CS WILL CORRECT ALL DEFECTS. No statement or writing of any 1CS officers, directors,

employees, agents or contractors (collectively, "Representatives") will create any warranty or obligation whatsoever not set forth in this Section.

- 14. Intellectual Property.** Each Party is, and shall remain, the exclusive owner of its intellectual property (including patents, trademarks, copyrights, trade secrets, works of authorship, inventions and other proprietary information) (collectively, "Intellectual Property") and Confidential Information (defined below), whether existing prior to or following the Effective Date of this Agreement. 1CS hereby grants Client a non-exclusive, royalty-free license during the Term of this Agreement to use 1CS Intellectual Property disclosed to it solely and only to the extent necessary for using the Services. Except as provided herein, nothing in this Agreement shall be construed as transferring the rights to ownership or use of either Party's Intellectual Property or Confidential Information to the other Party, its representatives or any third party.
- 15. Confidential Information.** Each Party shall maintain the confidentiality of and use Confidential Information disclosed to the other only for carrying out its rights and performing its obligations under this Agreement. The Party receiving the disclosing Party's Confidential Information shall disclose it only to its representatives who need to know the information in order to carry out this Agreement. The Party receiving Confidential Information shall cause its representatives to be bound by and comply with this paragraph and shall be liable to the disclosing Party for such representatives' noncompliance. Confidential Information includes, but is not limited to, trade secrets; technology; financial information; pricing; know how; business plans; customer lists; works of authorship; inventions; research and development; and any information disclosed in any manner which is marked "Confidential" or a like designation, is disclosed in circumstances of confidence, or should be understood by the receiving Party, using commercially reasonable care, to be confidential. As to 1CS, Confidential Information also includes information in any form about 1CS: Services, Products and their applications; policies, practices, and procedures for providing Services; operations; network; systems; facilities; and suppliers ("1CS Sensitive Information"). Notwithstanding anything contained in this paragraph to the contrary, Client shall not have the right to disclose to any third party any 1CS Sensitive Information without a separate specific written consent signed by a member of 1CS's executive management. Confidential Information does not include information that a) was known or possessed by the receiving Party before receipt from the disclosing Party; (b) is or becomes a matter of public knowledge through no breach of this Agreement; (c) is lawfully available or received from a third party without confidentiality obligation; (d) is authorized to be disclosed by a third party with the right to do so; (e) is independently developed by the receiving Party without the use of the disclosing Party's Confidential Information; or (f) is required by law to be disclosed by the receiving Party, provided that the receiving Party shall give the disclosing Party immediate written notice of any efforts to compel disclosure and reasonable assistance in obtaining an order or other relief protecting the Confidential Information.
- 16. Compliance with Laws.** Each Party agrees to comply with all laws, ordinances, regulations and rules applicable to it relating to this Agreement. Client shall not resell, transfer or export any of the Services, or any data derived therefrom, in violation of any Canadian, United States or foreign law, including export laws.
- 17. Communication and Notices.** Notices, requests and consents (not including Quote approvals) under this Agreement including requests for termination of Services shall be provided to the Parties at the email address(es) provided below, or to such other email address(es) as is provided in writing and are effective upon successful transmission. In the case of Client, notices requesting termination of Services shall be sent to info@1computerservices.com. In the case of 1CS, notices requesting termination of Services shall be sent to [EMAIL ADDRESS STATED IN ACCOUNT INFORMATION SUBMITTED BY CUSTOMER].
- 18. Indemnification.** Subject to the limitations set forth herein, each Party shall defend, indemnify and hold harmless the other and its representatives from and against third party (other than an indemnitee affiliate) demands, claims, actions, suits, or similar proceedings ("Claim(s)") for Losses, as defined below, to the extent caused by the indemnifying Party's (a) material breach of this Agreement; or (b) allegations that the Services or the use thereof infringe on any Canadian or U.S. intellectual property right.
- Loss or Losses means any and all costs, expenses, damages, liabilities, fees (including reasonable attorney and expert fees), penalties, fines, or judgments of any kind or nature whatsoever. As soon as practicable, the Party requesting indemnification shall notify the indemnifying Party of its potential right to defense and indemnification in a writing detailing the basis for the request and the third party Claim; provided that the failure to give notice within that time shall relieve the indemnifying Party of its obligations under this paragraph only to the extent that the indemnifying Party is actually prejudiced by such failure. If it accepts the defense, the indemnifying Party shall control the defense and resolution of the Claim, including the selection and retention of counsel. The Party requesting indemnification shall cooperate in the defense and resolution of any Claim. Failure to provide such cooperation shall relieve the indemnifying Party of its obligations under this paragraph. The Party requesting indemnification may participate in and observe the defense and resolution of any Claim with its own counsel at its sole cost and expense. The indemnifying Party shall not settle the Claim in a manner that materially adversely affects the indemnified Party without its consent, which shall not be unreasonably withheld.
- The foregoing obligation shall not apply to the extent that (i) any alleged infringement is based upon any modification of the Services not made by 1CS; (ii) use of the Services in combination of products or services provided by a third-party, if such infringement, misappropriation, or violation would not have happened but for such combination; or (iii) any use of the Services by Client or its representatives that is not expressly authorized by 1CS. In the event that a third party files a claim, suit, action or proceeding alleging that any Services infringes, misappropriates, or violates such third party's intellectual property rights, or in the event 1CS considers

such a filing reasonably likely, 1CS may, at its sole option, (a) modify such Service(s) to make it non-infringing, or replace the Service(s) with non-infringing alternative(s) of equal or greater functionality; (b) procure from the relevant third party the right for Client to continue to use the Service(s) under the terms of this Agreement; or (c) immediately terminate this Agreement upon written notice to Client, in which case Client shall (and shall cause its representatives) to promptly cease all use of the Service(s). THIS SECTION STATES THE ENTIRE LIABILITY OF 1CS, AND THE SOLE AND EXCLUSIVE REMEDY OF CLIENT, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

19. Limitation of Liability. IN NO EVENT SHALL 1CS OR ITS REPRESENTATIVES BE LIABLE TO CLIENT, ITS REPRESENTATIVES OR ANY THIRD PARTY FOR (A) CLAIMS OR LOSSES RESULTING FROM CLIENT'S OR ITS REPRESENTATIVES' VIOLATION OF THIS AGREEMENT OR ANY, DELAY OR FAILURE TO PERFORM ANY OBLIGATIONS THEREUNDER, ACTIONS OR DIRECTIONS WHICH AFFECT 1CS'S ABILITY TO EFFECTIVELY AND EFFICIENTLY PROVIDE OR CLIENT AND ITS REPRESENTATIVES ABILITY TO USE THE SERVICES, ANY SUSPENSION, DOWNTIME, SERVICE LIMITATIONS, REMEDIATION, OR DEFECTS OR (B) ANY LOSS OF PRODUCTION, USE, DATA, BUSINESS, REVENUE, OR PROFIT; OR (C) ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES, WHETHER ARISING OUT OF CONTRACT, TORT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORIES WHATSOEVER, AND REGARDLESS OF HAVING BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER SUCH DAMAGES WERE FORESEEABLE.

IN NO EVENT SHALL 1CS AND ITS REPRESENTATIVES' COLLECTIVE AGGREGATE LIABILITY FOR ANY CLAIMS OR LOSSES (AS DEFINED ABOVE AND WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY) EXCEED THE AMOUNT PAID OR PAYABLE TO 1CS FOR THE SERVICES UNDER THIS AGREEMENT WHICH GAVE RISE TO THE CLAIM(S).

20. Term, Termination and Renewals. Unless terminated earlier as described below, this Agreement shall be in effect for ONE (1) month commencing on the Effective Date ("Term") and shall automatically renew for successive ONE (1) month periods (each a "Renewal Term") unless either party provides the other with at least seven (7) days written notice of its intent not to renew prior to the end of the Term or any Renewal Term. Either Party may terminate this Agreement if: (a) if the other Party materially breaches this Agreement and such breach (other than payment obligations) is not cured within thirty (30) business days following written notice of the breach or such longer period to which the Parties mutually agree; or (b) upon the institution by or against the other Party of insolvency, receivership, bankruptcy, assignment for the benefit of creditors, or similar proceedings. Any such termination shall not relieve Client from its payment obligations.

Notwithstanding the foregoing, in the event that any Service(s) remains in effect following the expiration or termination of this Agreement, this Agreement shall continue to be in effect and govern such remaining Service(s) until their expiration or termination.

21. Suspension of Services or Credit. 1CS may suspend, terminate or otherwise deny Client and any of its representatives access to or use of the Services (collectively, "Suspension") and suspend or terminate Client's credit ("Credit Hold") without liability if: a) it is required by law to do so; or b) if Client materially breaches this Agreement. Client's failure to timely pay shall be a material breach. Upon Suspension, Client shall immediately cease, and cause its representatives to cease, access and use of the Services, until further notice from 1CS. Any Suspension or Credit Hold shall not terminate this Agreement, nor relieve Client from its payment obligations, which shall continue during any Suspension or Credit Hold.

22. Effect of Termination or Expiration. Upon termination or expiration of this Agreement, except as expressly identified under, Term and Termination, above: (a) Client shall no longer have access rights, privileges, and authorizations to the Services; (b) at its sole expense, Client shall: (i) cease using 1CS Property and the Services, (ii) return any 1CS property in Client's possession; and (iii) take all necessary measures to ensure that it will have access to its data and systems independent from 1CS; (c) following the disclosing Party's request, the receiving Party shall return or destroy the disclosing Party's Confidential Information and all copies or embodiments thereof, as directed by the disclosing Party. Notwithstanding the foregoing sentence, 1CS may retain (but not use) copies of Client's Confidential Information that may be embedded in back-up or archival systems or storage media, to the extent that such copies are not readily divisible from other data, provided that such copies are maintained as Confidential Information in accordance with this Agreement. Any off-boarding, data extraction, and/or migration services 1CS provides shall be subject to and governed by the terms of this Agreement.

23. Dispute Resolution, Venue, and Governing Law. If a dispute arises out of or relates to this Agreement, the Parties agree to engage in direct discussions in good faith to attempt to resolve the dispute. If a resolution cannot be reached through such discussions, the parties agree to engage in nonbinding mediation to attempt to resolve the dispute. If mediation fails, the dispute will be resolved by arbitration before a single arbitrator administered by the ADR Institute of Ontario in accordance with its Commercial Arbitration Rules. The arbitration will take place in Toronto, Ontario. The arbitrator's decision will be final and binding. Without limiting the foregoing, the Parties agree that no arbitrator has the authority to award relief in excess of what this Agreement provides. All claims shall be arbitrated individually. Client shall not bring or join any class action of any kind in court or in arbitration. Nothing in this Section shall prohibit either party from seeking injunctive relief from any authority authorized by law to grant it. This paragraph does not prohibit 1CS from enforcing any claim for payment in any court or other forum. THE PARTIES WAIVE ANY RIGHT TO JURY TRIAL ARISING OUT OF THIS AGREEMENT. This Agreement shall be governed by the laws of the province of Ontario without regard to choice or conflicts of law principles.

24. General.

- 24.1. Assignment, Successors, Beneficiaries. Client may not transfer, sell, or assign, this Agreement, or any right or obligation arising thereunder, in whole or in part, without the expressed written consent of 1CS, including, without limitation, by operation of law, upon plan of merger, or upon Client being acquired or selling substantially all of its assets. 1CS may transfer or assign this Agreement, in whole or in part, without notice or Client's consent. The Parties agree that there shall be no third-party beneficiaries to this Agreement. This Agreement shall be binding on and inure to the benefit of the Parties successors and permitted assigns.
- 24.2. Independent Contractors. The relationship between the Parties is that of independent contractors. Nothing in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Parties. Unless expressly provided herein, neither Party shall have the authority to act on behalf of or to bind the other.
- 24.3. Non-solicitation. Client agrees not to solicit, hire, or otherwise engage in any like activity in any manner whatsoever, directly or indirectly, with any of 1CS's employees during the Term or any Renewal Term of this Agreement and for a period of one (1) year after its expiration or termination. For each breach by Client of the forgoing restrictions, Client will pay 1CS an amount equal to any recruitment or referral fees paid by 1CS relating to such employee and the compensation earned by such employee during the twelve (12) months preceding Client's breach of the forgoing restrictions.
- 24.4. Force Majeure. 1CS shall not be liable for or be in breach of this Agreement, for failure or delay in performance caused by circumstances beyond its reasonable control, including, but not limited to, acts of God, flood, fire, earthquake, war, terrorism, pandemic or epidemic, strikes or other labor or industrial disturbances, governmental action, or interruption of, delay in, or inability to obtain on reasonable terms and prices adequate power, telecommunications, transportation, raw materials, supplies, goods, equipment, internet or other services.
- 24.5. Severability. If any provision of the Agreement is held invalid by any law, order or regulation of any government or other authority, or by the final determination of any court, such invalidity will not affect the enforceability of any other provisions not held to be invalid.
- 24.6. Remedies. Unless and to the extent provided otherwise and subject to the limitations of liability herein, all remedies set forth in this Agreement will be cumulative, in addition to, and not in lieu of any other remedies available to either Party at law, in equity or otherwise, and may be enforced concurrently or from time to time.
- 24.7. Privacy Policy. 1CS provides the Services subject to its Privacy Policy found here: <https://www.1computerservices.com/privacy-policy/>
- 24.8. Currency. All references to money herein are in Canadian Dollars.
- 24.9. Any reference, whether the singular or the masculine is used herein, same shall be deemed to include reference to the plural, feminine, body corporate or any entity as necessary.
- 24.10. Headings, Survival, and No Waiver. Headings are for convenience only and are not part of this Agreement. Any term in this Agreement by its nature is designed to survive completion, expiration, or termination of the Agreement and shall not merge but instead, survive expiration, or termination of the Agreement. The failure of 1CS at any time to require performance by Client of any provisions of this Agreement will in no way affect 1CS's right to require performance of that provision nor be construed as a waiver of any 1CS right under this Agreement.
- 24.11. Attachments. The attached: (1) Schedule(s), if any (2) any approved Quote, (3) the information submitted to 1CS as part of the account opening process using a form on 1CS's website and (4) credit card information submitted to 1CS as part of the account opening process, if applicable (the "Attachments"), form an integral part of this Agreement. Any Services provided to Client from the date of this Agreement until termination shall be governed by this Agreement including the Attachments.
- 24.12. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. The execution and delivery of counterparts may be accomplished by email, tele facsimile or other means. The Parties agree that the electronic signature of a party to this Agreement, including by portable document format (pdf) or Gravity form or Zoho form or other similar website form, shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement.
- 24.13. Entire Agreement and Amendment. This Agreement constitutes the entire understanding between the Parties relating to the subject matter thereof and shall supersede and replace any and all prior discussions, agreements, understandings, promises, and representations whatsoever, whether oral or written, express or implied, between the Parties, without exception. Notwithstanding the foregoing, in such an event where Client approves a Quote for one or more subscriptions pursuant to a subscription agreement during the Term or any Renewal Term of this Agreement, the subscription agreement being entered into shall not affect this Agreement. Purchase or work orders or other similar writings (regardless of date) of Client or a third party on Client's behalf shall not change this Agreement and shall not be binding on 1CS or its Representatives whatsoever. Except as expressly stated herein, no modification of or amendment to this Agreement will be effective unless in writing and signed by a duly authorized representative of both Parties.
25. WHEN YOU, THE CLIENT, PLACE YOUR SIGNATURE, OR IN THE CASE OF A CORPORATION PLACE THE SIGNATURE OF AN AUTHORIZED SIGNING OFFICER, ONTO THE ACCOUNT OPENING INFORMATION AND SUBMIT IT TO 1CS, YOU, THE CLIENT ARE AGREEING TO ENTER INTO THIS AGREEMENT WITH 1CS AND 1CS IS AGREEING TO ENTER INTO THIS AGREEMENT WITH CLIENT.

SCHEDULE A – QUOTES(S)

(To Be Delivered)