

MASTER CLIENT AGREEMENT

GENERAL TERMS

This Master Client Agreement ("MCA") sets forth the general terms and conditions governing services provided by Coleman Technologies Inc. ("Managed I.T. Department" or "MID"). This MCA is incorporated by reference into each Statement of Work, service order, or quote executed by MID and a client that references this MCA. This MCA becomes binding upon execution of a Statement of Work referencing this MCA.

1. MASTER CLIENT AGREEMENT

1.1 Scope of MCA. This MCA governs all statements of work, service orders, quotes, schedules, and related documents executed by the Parties that reference this MCA (each, a "Statement of Work" or "SOW"). Each SOW shall describe the specific services, goods, subscriptions, licenses, or other deliverables to be provided by MID to Client (collectively, the "Services"). Each SOW that references this MCA shall be deemed incorporated into and form part of this MCA whether or not physically attached hereto. This MCA establishes the general legal terms applicable to all SOWs entered into between MID and Client during the Term. In the event of a conflict between this MCA and an SOW, the terms of this MCA shall prevail except with respect to the description of Services, pricing, term, or other provisions expressly stated in the applicable SOW to supersede this MCA. No affiliate, parent, subsidiary, or related entity of either Party shall be bound by this MCA unless expressly identified in a Statement of Work executed by the Parties.

1.2 Affiliate. For purposes of this MCA, "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where "control" means the ownership of more than fifty percent (50%) of the voting interests of such entity or the power to direct its management and policies. An Affiliate shall only be bound by this MCA if expressly identified in a Statement of Work executed by the Parties.

1.3 Statements of Work. The Parties may enter into one or more Statements of Work from time to time during the Term. Each SOW may be executed in writing or electronically, including through electronic acceptance of a quote or order referencing this MCA. Each SOW shall be deemed incorporated into and form part of this MCA upon execution. The failure to physically attach an SOW to this MCA shall not affect its enforceability. In the event of a conflict between the terms of this MCA and any SOW, the terms of this MCA shall prevail except with respect to the description of Services, pricing, term, or other provisions expressly stated in the applicable SOW to supersede this MCA.

1.4 Backups and Disaster Recovery. The option to purchase MID's backup and disaster recovery service ("BDR Service") shall be set forth in the applicable Statement of Work. If Client declines or fails to purchase the BDR Service, Client acknowledges and agrees that MID shall have no obligation to back up, store, replicate, or restore Client data under any circumstances. Client further acknowledges that the failure to implement a backup and disaster recovery solution materially increases the risk of permanent data loss, business interruption, ransomware impact, regulatory exposure, and financial loss. In consideration of MID providing Services without the BDR Service, Client assumes all risk of loss relating to the absence of backup or disaster recovery protection and releases MID and its directors, officers, employees, contractors, and Affiliates from any claims for direct damages arising solely from the failure to back up or restore Client data where the BDR Service was declined. Client shall indemnify and hold harmless MID from any third-party claims arising from Client's failure to maintain adequate backup and disaster recovery protections.

1.5 Cybersecurity Enhancements. The option to purchase MID's cybersecurity enhancements and related security services ("Cybersecurity Enhancements") shall be set forth in the applicable Statement of Work. If Client declines or fails to purchase Cybersecurity Enhancements recommended by MID, Client acknowledges that MID will not be providing enhanced cybersecurity protections, which materially increases the risk of successful cyberattacks, data breaches, ransomware events, business interruption, regulatory exposure, and financial loss. Client assumes all risks associated with the absence of such Cybersecurity Enhancements and agrees that MID shall not be liable for direct damages arising solely from vulnerabilities or incidents that would reasonably have been mitigated by the declined Cybersecurity Enhancements. Client shall indemnify and hold harmless MID from any third-party claims arising from Client's decision to decline recommended Cybersecurity Enhancements.

2. TERM AND TERMINATION

2.1 Term. This MCA shall commence on the Effective Date and shall continue in full force and effect unless terminated in accordance with this MCA. The term of each Statement of Work, including any renewal periods, shall be governed exclusively by the terms set forth in the applicable Statement of Work. The expiration or termination of any individual Statement of Work shall not automatically terminate this MCA unless expressly stated in writing by the Parties.

2.2 MCA Termination for Cause. Either Party may terminate this MCA and/or any applicable Statement of Work upon written notice if the other Party commits a material breach of this MCA or a Statement of Work and fails to cure such breach within ten (10) calendar days after receiving written notice specifying the breach. A material breach includes, without limitation, Client's failure to make any payment when due. During any cure period, MID may, in its reasonable discretion, suspend Services if non-payment or other material breach materially impairs MID's ability to perform. Termination under this Section shall not limit any other rights or remedies available at law or in equity.

2.3 Client Termination. Client may terminate this MCA or any applicable Statement of Work upon written notice if MID commits a material breach and fails to cure such breach within thirty (30) calendar days after receiving written notice specifying the breach. Except as expressly provided in this Section, Client shall not have the right to terminate any Statement of Work prior to the expiration of its Initial Term. If Client terminates a Statement of Work prior to completion of its Initial Term for any reason other than MID's uncured material breach, Client shall immediately pay all fees that would have become due through the end of the Initial Term as liquidated damages. The Parties agree that such amount represents a genuine pre-estimate of damages and is not a penalty.

2.4 Effect of Termination.

Upon expiration or termination of this MCA or any applicable Statement of Work for any reason, the following shall apply: (a) Client shall immediately pay all undisputed amounts due and owing through the effective date of termination, together with any amounts payable under Section 2.3; (b) each Party shall return

or securely destroy the other Party's confidential information in accordance with this MCA; and (c) all rights and licenses granted to Client under the terminated Statement of Work shall immediately cease. Termination shall not relieve Client of any obligation to pay amounts that accrued prior to termination or that become payable as a result of early termination. The provisions of this MCA which by their nature are intended to survive termination, including without limitation confidentiality, limitation of liability, indemnification, payment obligations, and dispute resolution, shall survive termination.

2.5 Client Onboarding Compliance. Client acknowledges that upon the commencement of Services under any applicable Statement of Work, a mandatory onboarding period is required in order for MID to fully deliver the Services. The onboarding process includes, but is not limited to, Client providing necessary information, system access, credentials, documentation, and reasonable cooperation as requested by MID. Failure by Client to comply with onboarding requirements shall constitute a material breach of this MCA and the applicable Statement of Work. MID may provide thirty (30) days written notice of such breach, and if such breach remains uncured at the expiration of the notice period, MID may exercise its rights and remedies under this MCA, including termination for cause. Client acknowledges that the fees under each applicable Statement of Work are structured and amortized over the Initial Term of such Statement of Work. If a Statement of Work is terminated prior to completion of its Initial Term as a result of Client's failure to comply with onboarding requirements, Client shall remain liable for the balance of payments due through the expiration of the Initial Term of the applicable Statement of Work as liquidated damages, which the Parties agree represent a genuine pre-estimate of damages and not a penalty.

2.6 Liability Relating to Client Data Post-Termination. Upon expiration or termination of this MCA and/or any applicable Statement of Work, MID shall have no further obligation to store, maintain, host, monitor, back up, secure, or provide access to Client Data unless otherwise expressly agreed in writing. Client is solely responsible for retrieving its data prior to the effective date of termination. Following termination, MID shall not be liable for any loss, destruction, alteration, encryption, corruption, breach, or unauthorized access to Client Data that occurs after Services have ceased, except to the extent caused by MID's willful misconduct. Client hereby releases MID and its directors, officers, employees, contractors, and Affiliates from claims for direct damages arising solely from the absence of post-termination Services. Client shall indemnify and hold harmless MID from third-party claims arising from Client's failure to timely retrieve or secure its data following termination.

3. PAYMENT AND DELIVERY

Client shall be billed by MID on a monthly basis and shall pay all fees and expenses incurred under this MCA and/or any applicable Statement of Work (including any Post-Termination Transition Fee) in accordance with an invoice issued by MID (each, an "Invoice"). Payment shall be made by automatic pre-authorized debit, credit card, electronic funds transfer, or other automatic electronic means designated by MID, unless otherwise agreed in writing. All fees are exclusive of applicable taxes, including Goods and Services Tax (GST), Provincial Sales Tax (PST), Harmonized Sales Tax (HST), or other applicable Canadian transaction taxes, which Client is responsible for paying unless otherwise required by law. Invoices shall be due in accordance with the payment terms specified therein. If payment is not received on or before the due date, interest shall accrue from the due date until paid in full at the rate of the lesser of (i) one and one-half percent (1.5%) per month (18% per annum), calculated monthly and not in advance, or (ii) the maximum rate permitted by applicable law. Client shall reimburse

MID for all reasonable costs incurred in enforcing its rights under this MCA, including legal fees and disbursements on a solicitor-and-own-client basis to the extent permitted by law.

Client's obligation to pay Fees is not subject to set-off, deduction, or counterclaim except as required by applicable law. MID may suspend Services upon written notice if payment remains outstanding beyond the applicable cure period set forth in Section 2. Risk of loss for any Goods supplied shall pass to Client upon delivery to the carrier or upon shipment from MID or its supplier, unless otherwise specified in the applicable Statement of Work.

Resource quantities, including users, endpoints, licenses, or other measurable units, may be added or removed in accordance with the applicable Statement of Work. Per-unit or per-user charges shall be adjusted in the month in which such change occurs, or in the month immediately following removal, subject to any Minimum Monthly Fee specified in the applicable Statement of Work.

"Expense Escalation" means price increases resulting from vendor pricing changes, subscription cost increases, currency fluctuations, supply chain costs, regulatory changes, or market conditions affecting Products or third-party services, including but not limited to Microsoft 365 or similar subscription services. Expense Escalations shall be effective upon notice to Client and shall not be subject to proration. Where Products, licenses, subscriptions, or Services are provided at Client's request prior to issuance of a formal Statement of Work or Invoice, payment shall be due immediately upon activation, delivery, or presentation of the Invoice, whichever occurs first. Absent stated payment terms in an applicable Statement of Work or Invoice, payment shall be due immediately upon presentation.

4. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

4.1 Proprietary Rights. MID, its Affiliates, and its licensors retain all right, title, and interest in and to all intellectual property, proprietary materials, documentation, methodologies, software, configurations, network management systems, monitoring platforms, cybersecurity tools, ticketing systems, reports, runbooks, and related materials developed, owned, or licensed by MID (collectively, the "MID Materials"). Nothing in this MCA transfers ownership of MID Materials to Client. Client retains ownership of its own data, systems, and pre-existing intellectual property. Except as expressly provided in this MCA or an applicable Statement of Work, no rights are granted to Client by implication, estoppel, or otherwise.

4.2 Product. Client may only use and disclose Product in accordance with the terms of this MCA and any applicable SOWs. MID reserves all rights in and to the Product not expressly granted in this MCA. Client may not disassemble or reverse-engineer any software Product or decompile or otherwise attempt to derive any software Product's source code from executable code, except to the extent expressly permitted by applicable law, or provide a third party with the results of any functional evaluation of, benchmarking of, or performance tests on, the Products without MID's prior written approval. Except as expressly authorized pursuant to this Agreement or an applicable SOW, Client shall not (i) license, sublicense, sell, rent, lease, sublease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Product, programming, documentation, reports, or any other Product Services available to any third party, or (ii) operate the Product in an outsourcing or service provider business to process the data of third parties. Additional usage restrictions may apply to certain third party files or programs embedded in the Product - applicable installation instructions or release notes will contain such relevant details.

4.3 Product Licensed Under This Agreement.

(a) **License.** Subject to the terms of this MCA and any applicable SOWs thereunder, MID grants Client a non-exclusive,

non-transferable license to use all programming, documentation, reports, and any other Product provided by MID pursuant to this MCA solely for Client's own internal use.

(b) Pre-Existing License Agreements. Any software Product provided to Client by MID as a wholesaler, channel partner or reseller for a third party, which is licensed to Client under a separate software license agreement with such third party (such agreement, an "SLA"), will continue to be governed by the SLA. The fulfillment of the obligations under the MCA will not relieve or alter the obligations or responsibilities of either party (or of any third party) in regards to the software product licensed under the SLA.

4.4 Data Ownership and Responsibility.

(a) Data Ownership. The Client retains all rights, title, and interest in and to all data provided to the Service Provider or generated in connection with the services performed under this Agreement ("Client Data").

(b) Client Responsibility. Client is solely responsible for the content, accuracy, and legality of the Client Data to which MID is given access. Client warrants that it has all necessary rights, licenses, and consents to use and provide access to the Client Data. MID is not liable for claims or losses arising from the Client's non-compliance.

Client is responsible for ensuring that its collection, use, storage, and disclosure of personal information complies with all applicable privacy and data protection laws, including without limitation the Personal Information Protection and Electronic Documents Act (Canada) and applicable provincial privacy legislation.

4.5 Confidentiality. This Section 4.5 sets out the terms for identification of information which is considered confidential and proprietary by MID, and restrictions against use and disclosure of such Confidential Information (as defined herein) by Client.

(a) Definition. The term "Confidential Information" means all proprietary, confidential or otherwise non-public information that is disclosed by one Party (the "Disclosing Party") to the other Party, its affiliates, suppliers, and licensors (the "Receiving Party"), and includes, among other things (i) any and all non-public information relating to Products provided by MID, any Client-related information and financial information, source and executable code, flow charts, drawings, techniques, specifications, development and marketing plans, strategies, forecasts, and sales and marketing materials; and (ii) the terms of this MCA.

(b) Use and Disclosure Restrictions. The Receiving Party may not use the Confidential Information of the Disclosing Party except in the ordinary course of performance as necessary to provide the services set forth in the MCA and SOWs in connection herewith.

(c) Proprietary Legends. The Receiving Party may not remove, obscure, or alter any proprietary legend relating to the Disclosing Party's rights on or from any form of Confidential Information of MID without the prior written consent of the Disclosing Party, except as expressly authorized in a SOW.

(d) Return of Confidential Information. Upon written request of the Disclosing Party, and upon any expiration or earlier termination of this MCA, the Receiving Party will promptly return to the Disclosing Party any and all of the Disclosing Party's Confidential Information in its care, custody or control, including all copies and records thereof. The Receiving Party will not withhold the return of Confidential Information for any reason, including as a

result of a dispute between the Parties, regardless of the subject of the dispute.

(ea) Injunctive Relief. The Receiving Party acknowledges that unauthorized disclosure of Confidential Information may cause irreparable harm for which monetary damages may be inadequate. In the event of a breach of this Section 4.5, the Disclosing Party may seek injunctive relief or other equitable remedies in addition to any other remedies available at law.

5. ALLOCATION OF RISK

5.1 EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MID SHALL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS MCA, ANY STATEMENT OF WORK, OR THE SERVICES OR PRODUCTS PROVIDED HEREUNDER, REGARDLESS OF THE LEGAL THEORY ASSERTED AND EVEN IF MID HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR GREATER CERTAINTY, CONSEQUENTIAL DAMAGES INCLUDE, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS OPPORTUNITY, BUSINESS INTERRUPTION, LOSS OF GOODWILL, AND LOSS, CORRUPTION, OR UNAVAILABILITY OF DATA.

5.2 THIRD PARTY SERVICES. CLIENT ACKNOWLEDGES THAT CERTAIN PRODUCTS AND SERVICES PROVIDED UNDER THIS MCA MAY BE PROVIDED BY THIRD PARTY VENDORS, INCLUDING WITHOUT LIMITATION CLOUD SERVICE PROVIDERS, SOFTWARE LICENSORS, DATA STORAGE PROVIDERS, AND OTHER TECHNOLOGY PARTNERS ("THIRD PARTY SERVICES"). MID DOES NOT WARRANT OR GUARANTEE THE AVAILABILITY, PERFORMANCE, SECURITY, OR CONTINUITY OF THIRD PARTY SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MID SHALL NOT BE LIABLE FOR LOSSES, DAMAGES, OR CLAIMS ARISING FROM OR RELATING TO THE ACTS OR OMISSIONS OF THIRD PARTY VENDORS OR INTERRUPTIONS, FAILURES, SECURITY BREACHES, DATA LOSS, OR SERVICE OUTAGES CAUSED BY THIRD PARTY SERVICES, EXCEPT TO THE EXTENT DIRECTLY CAUSED BY MID'S WILLFUL MISCONDUCT. CLIENT AGREES THAT ANY CLAIMS RELATING TO THIRD PARTY SERVICES SHALL BE MADE DIRECTLY AGAINST THE APPLICABLE THIRD PARTY PROVIDER TO THE EXTENT PERMITTED BY LAW.

5.3 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MID'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS MCA OR ANY APPLICABLE STATEMENT OF WORK, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE GREATER OF (I) THE TOTAL AMOUNT OF FEES PAID BY CLIENT TO MID UNDER THE APPLICABLE STATEMENT OF WORK DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (II) TWENTY-FIVE THOUSAND DOLLARS (\$25,000).

THIS LIMITATION APPLIES TO ALL CLAIMS IN THE AGGREGATE AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. NOTHING IN THIS SECTION SHALL LIMIT LIABILITY FOR FRAUD OR WILLFUL MISCONDUCT.

5.4 Indemnification and Duties.

(a) MID Indemnity. MID shall indemnify and hold harmless Client from and against any third-party claim alleging

that the Services provided by MID directly infringe a Canadian patent, copyright, or trade secret, provided that Client promptly notifies MID in writing of the claim and permits MID to assume control of the defense and settlement of such claim. MID shall have no liability to the extent the claim arises from (i) modifications not made by MID, (ii) combination of the Services with products or services not provided by MID, or (iii) use of the Services in violation of this MCA or applicable law.

(b) **Client Indemnity.** Client shall indemnify and hold harmless MID and its officers, directors, employees, contractors, and Affiliates from and against any third-party claims, damages, fines, penalties, losses, and reasonable legal costs arising out of or relating to (i) Client's breach of this MCA or any applicable Statement of Work, (ii) Client's violation of applicable law, (iii) Client Data, including claims that Client Data infringes the rights of a third party, (iv) Client's failure to implement reasonable security measures, or (v) Client's agreements with its customers, end users, or third parties. Client's indemnity obligations extend to acts or omissions of its employees, contractors, agents, and any person who gains access to the Services through Client's systems.

(c) **Indemnification Procedure.** The indemnified Party shall promptly notify the indemnifying Party of any claim and shall reasonably cooperate in the defense. The indemnifying Party shall have the right to control the defense and settlement of the claim, provided that no settlement imposing non-monetary obligations on the indemnified Party shall be entered into without that Party's prior written consent, not to be unreasonably withheld.

(d) **Liability Cap.** The indemnification obligations set forth in this Section 5.4 are subject to the limitation of liability set forth in Section 5.3.

5.5 Client Reimbursement of Legal Fees for Third Party Discovery. If MID or its Affiliates are required to respond to discovery requests, subpoenas, court orders, regulatory inquiries, document production demands, depositions, or other compulsory legal processes arising from any dispute, claim, or proceeding between Client and a third party to which MID is not a party (a "Third Party Dispute"), Client shall promptly reimburse MID for all reasonable costs and expenses incurred in responding, including reasonable legal fees, disbursements, expert fees, and administrative costs. MID's assistance in responding to such requests shall be subject to a mutually agreed discovery services arrangement consistent with Section 9.10, and Client shall advance all reasonably estimated costs associated with such response unless otherwise agreed in writing.

5.6 Additional Protections.

(a) CLIENT ACKNOWLEDGES THAT CYBERSECURITY RISKS, INCLUDING UNAUTHORIZED ACCESS, DATA BREACHES, RANSOMWARE, ENCRYPTION, LOSS, THEFT, MISAPPROPRIATION, OR UNAUTHORIZED TRANSFER OF FUNDS OR DIGITAL ASSETS, INCLUDING WITHOUT LIMITATION UNAUTHORIZED FUNDS TRANSFERS, PAYMENT FRAUD, BUSINESS EMAIL COMPROMISE, OR SOCIAL ENGINEERING SCHEMES, MAY OCCUR DESPITE THE IMPLEMENTATION OF REASONABLE SECURITY MEASURES. EXCEPT TO THE EXTENT DIRECTLY CAUSED BY MID'S WILLFUL MISCONDUCT, MID SHALL NOT BE LIABLE FOR LOSSES ARISING FROM UNAUTHORIZED ACCESS TO CLIENT DATA OR DATA OF CLIENT'S CUSTOMERS OR THIRD PARTIES, INCLUDING INCIDENTS CAUSED BY THIRD-PARTY VENDORS, INTERNET SERVICE PROVIDERS, OR EXTERNAL ACTORS.

(b) CLIENT IS SOLELY RESPONSIBLE FOR DETERMINING AND MAINTAINING COMPLIANCE WITH ANY APPLICABLE

LEGAL OR REGULATORY REQUIREMENTS APPLICABLE TO ITS BUSINESS, INCLUDING DATA SECURITY, PRIVACY, STORAGE, RETENTION, BACKUP, AND RESTORATION OBLIGATIONS.

(c) MID SHALL NOT BE LIABLE FOR SERVICE INTERRUPTIONS, DATA LOSS, OR ACCESS FAILURES RESULTING FROM EVENTS BEYOND MID'S REASONABLE CONTROL, INCLUDING FORCE MAJEURE EVENTS, THIRD-PARTY VENDOR FAILURES, OR CLIENT'S FAILURE TO IMPLEMENT RECOMMENDED SECURITY OR BACKUP MEASURES.

(d) MID MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING CLIENT'S COMPLIANCE WITH APPLICABLE PRIVACY OR DATA PROTECTION LAWS. CLIENT REMAINS RESPONSIBLE FOR ENSURING COMPLIANCE WITH ALL APPLICABLE PRIVACY AND DATA PROTECTION LEGISLATION.

(e) MID SHALL NOT BE RESPONSIBLE FOR THE USE OR MISUSE OF ARTIFICIAL INTELLIGENCE TOOLS, SOFTWARE APPLICATIONS, DEVICES, OR HARDWARE BY CLIENT OR THIRD PARTIES, INCLUDING CLIENT'S CUSTOMERS OR END USERS, THAT RESULTS IN LEGAL, REGULATORY, OR FINANCIAL CONSEQUENCES.

6. INSURANCE.

6.1 MID shall maintain during the provision of the Services:

(a) workers' compensation coverage in accordance with applicable laws of the Province of British Columbia, including registration with WorkSafe BC where required;

(b) Commercial General Liability insurance with limits of not less than two million dollars (\$2,000,000) per occurrence and in the aggregate; and

(c) Technology Errors and Omissions insurance, including network security, privacy liability, media liability, cyber liability, and breach response coverage, with limits of not less than one million dollars (\$1,000,000) per claim and in the aggregate.

Upon reasonable written request, MID shall provide Client with a certificate of insurance evidencing the coverages described above. MID's obligation to maintain insurance shall not be construed to expand or increase MID's liability beyond the limitations set forth in

Section 5.

6.2 Client Insurance Recommendation. Client acknowledges that the Services may involve risks associated with cybersecurity incidents, data loss, business interruption, and third-party claims. MID recommends that Client maintain appropriate insurance coverage commensurate with its business operations and risk profile, including commercial general liability insurance, property insurance including coverage for electronic data and business interruption, and cyber and privacy liability insurance. Client is solely responsible for determining the adequacy of its insurance coverage and for consulting its insurance advisors as necessary.

7. SERVICE-SPECIFIC TERMS.

7.1 All Necessary Rights. If, in the course of providing the Services, MID is required to use, access, copy, modify, or interact with any third-party hardware, software, data, or other technology provided or licensed to Client, Client represents and warrants that it has obtained all rights, licenses, consents, and permissions necessary for MID to perform the Services. Client shall be responsible for any failure to obtain such rights and shall indemnify and hold harmless MID from and against any third-party claims arising from Client's failure to secure such rights, subject to the limitations set forth in Section 5.

7.2 Independent Contractor. The Parties are independent contractors. Nothing in this MCA shall be construed to create any partnership, joint venture, employment, agency, fiduciary, or similar relationship between the Parties. MID shall perform the Services as an independent contractor and shall retain sole discretion and control over the manner, method, means, personnel, and processes used to perform the Services, subject to the requirements of this MCA and any applicable Statement of Work. Neither Party has authority to bind or obligate the other except as expressly set forth in this MCA. MID shall be solely responsible for all compensation, payroll deductions, taxes, Employment Insurance contributions, Canada Pension Plan contributions, workers' compensation obligations, and other statutory remittances applicable to its employees and contractors.

7.3 Non-Solicitation of Personnel. During the term of this MCA and for a period of twelve (12) months following its termination (the "Restricted Period"), neither Party shall directly solicit for employment any employee of the other Party who was materially involved in the performance of Services under this MCA, without the prior written consent of the other Party. This restriction shall not apply to general advertisements or recruitment efforts not specifically directed at such employee.

In the event of a breach of this Section, the breaching Party shall pay to the non-breaching Party liquidated damages equal to forty percent (40%) of the employee's gross annual compensation earned in the twelve (12) months immediately preceding the employee's departure. The Parties acknowledge that actual damages would be difficult to determine at the time of entering into this MCA, including recruiting costs, training expenses, loss of productivity, and potential client disruption, and agree that this amount represents a genuine pre-estimate of damages and not a penalty.

The non-breaching Party shall also be entitled to seek injunctive relief to enforce this Section, in addition to any other remedies available at law, subject to the limitations of liability set forth in Section 5.

7.4 User Identification Tools. MID may offer Client identity verification tools or procedures designed to reduce the risk of unauthorized access, social engineering, impersonation, fraud, or disclosure of confidential information. Client acknowledges that such tools are intended to enhance security and mitigate the risk of identity-based attacks, including but not limited to telephone, email, and electronic communications. If Client declines to participate in or implement such identity verification measures, Client acknowledges that MID may not be able to independently verify the identity or authority of individuals requesting actions affecting Client's systems, data, or accounts. Client assumes the risk of loss arising from its decision not to implement offered identity verification measures, subject to the limitations of liability set forth in Section 5.

7.5 Recommended Remediation and Client Decisions. MID may from time to time recommend upgrades, patches, configuration changes, security enhancements, backup solutions, or other remedial measures to address identified risks or improve system performance. Client acknowledges that failure to implement recommended measures may increase the risk of security incidents, data loss, system failure, or business interruption. If Client elects not to implement a recommended measure, Client assumes responsibility for risks reasonably associated with that decision, and MID shall not be liable for losses arising from Client's decision not to implement such recommendations, subject to the limitations of liability set forth in Section 5.

7.6 Network Administrative Credentials. For security purposes, administrative-level access credentials to Client's systems and networks may be maintained by MID as part of the

Services. If Client requests direct access to such administrative credentials, MID may provide such access upon written request from an authorized representative of Client. Upon transfer of administrative credentials, Client acknowledges that it assumes responsibility for any changes, configurations, access grants, or actions taken using such credentials by Client or its representatives. MID shall not be responsible for losses arising from modifications, deletions, security incidents, or system failures resulting from Client's use or disclosure of administrative credentials, subject to the limitations of liability set forth in Section 5.

7.7 Disclaimer of Implied Warranties.

(a) EXCEPT AS EXPRESSLY SET OUT IN THIS MCA OR AN APPLICABLE STATEMENT OF WORK, THE SERVICES AND ANY GOODS ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MID DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

(b) MID MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS, SOFTWARE, HARDWARE, OR SERVICES, AND ANY WARRANTIES RELATING THERETO ARE SOLELY THOSE PROVIDED BY THE APPLICABLE THIRD-PARTY SUPPLIER, DEVELOPER, OR MANUFACTURER.

(c) NOTHING IN THIS SECTION EXCLUDES OR LIMITS ANY WARRANTY OR CONDITION THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

8. ALTERNATIVE DISPUTE RESOLUTION.

8.1 MEDIATION. THE PARTIES SHALL ATTEMPT IN GOOD FAITH TO RESOLVE ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF OR RELATING TO THIS MCA OR ANY STATEMENT OF WORK (A "DISPUTE") BY CONFIDENTIAL MEDIATION PRIOR TO COMMENCING COURT PROCEEDINGS. THE MEDIATION SHALL BE CONDUCTED IN THE PROVINCE OF BRITISH COLUMBIA BY A MUTUALLY AGREED MEDIATOR, OR, IF THE PARTIES CANNOT AGREE, BY A MEDIATOR APPOINTED PURSUANT TO THE BRITISH COLUMBIA MEDIATION RULES OR A RECOGNIZED MEDIATION ORGANIZATION IN BRITISH COLUMBIA. THE MEDIATION MAY BE CONDUCTED BY VIDEO CONFERENCE UNLESS OTHERWISE AGREED IN WRITING. IF THE DISPUTE IS NOT RESOLVED WITHIN THIRTY (30) DAYS FOLLOWING THE APPOINTMENT OF A MEDIATOR, EITHER PARTY MAY COMMENCE PROCEEDINGS IN A COURT OF COMPETENT JURISDICTION IN BRITISH COLUMBIA. NOTHING IN THIS SECTION PREVENTS EITHER PARTY FROM SEEKING URGENT INJUNCTIVE OR EQUITABLE RELIEF FROM A COURT OF COMPETENT JURISDICTION.

8.2 GOVERNING LAW AND JURISDICTION. THIS MCA SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF BRITISH COLUMBIA AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. SUBJECT TO SECTION 8.1 (MEDIATION), THE PARTIES IRREVOCABLY ATTORN TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE PROVINCE OF BRITISH COLUMBIA FOR THE RESOLUTION OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS MCA OR ANY STATEMENT OF WORK.

8.3 COLLECTION OF UNPAID AMOUNTS. NOTWITHSTANDING SECTIONS 8.1 AND 8.2, MID MAY COMMENCE COLLECTION PROCEEDINGS WITHOUT FIRST PROCEEDING TO MEDIATION FOR CLIENT'S FAILURE TO PAY ANY UNDISPUTED FEES, CHARGES, LIQUIDATED DAMAGES, OR OTHER AMOUNTS DUE UNDER THIS MCA OR ANY STATEMENT OF WORK, INCLUDING AMOUNTS ARISING FROM EARLY TERMINATION OR MATERIAL BREACH BY CLIENT. SUCH COLLECTION PROCEEDINGS MAY BE COMMENCED IN A COURT OF COMPETENT JURISDICTION IN THE PROVINCE OF BRITISH COLUMBIA.

9. MISCELLANEOUS/OTHER PROVISIONS.

9.1 Severability. If any provision of this MCA is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed and the remaining provisions shall remain in full force and effect. The invalid, illegal, or unenforceable provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the Parties' original intent to the greatest extent permitted by law.

9.2 Notices. Any notice required or permitted under this MCA shall be in writing and shall be delivered by personal delivery, courier, registered mail, or electronic mail to the addresses set out above or to such other address as a Party may designate in writing. Notice shall be deemed received: (a) if delivered personally or by courier, on the date of delivery; (b) if sent by registered mail, on the fifth (5th) business day following mailing; and (c) if sent by electronic mail, on the date sent provided no delivery failure notice is received.

9.3 Verification and Audit. Upon reasonable written notice, Client shall provide MID with a certification signed by an authorized officer verifying that Products and Services are being used in accordance with this MCA and any applicable Statement of Work, including licensed capacity. MID may, at its expense and not more than once in any twelve (12) month period unless a material breach is suspected, audit Client's use of Products to confirm compliance with this MCA. Any such audit shall be conducted during regular business hours and shall not unreasonably interfere with Client's business operations. If an audit reveals an underpayment of Fees, Client shall promptly pay the underpaid amount. If the underpayment exceeds five percent (5%) of the Fees actually due for the audited period, Client shall also reimburse MID for its reasonable costs of conducting the audit.

9.4 Assignment. Client may not assign this MCA or any rights or obligations hereunder, whether by operation of law, change of control, or otherwise, without MID's prior written consent, which may be withheld in MID's reasonable discretion. MID may assign this MCA to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its business or assets, provided that such assignment does not materially diminish the Services provided to Client.

9.5 No Waivers. No failure or delay by a Party in exercising any right, power, or remedy under this MCA shall operate as a waiver of that right, power, or remedy. No waiver of any breach shall be deemed a waiver of any subsequent breach. Any waiver must be in writing and signed by the Party granting the waiver.

9.6 Force Majeure. Neither Party shall be liable for any delay or failure in the performance of its obligations under this MCA (other than payment obligations) to the extent such delay or failure is caused by events beyond the reasonable control of the affected Party, including without limitation acts of God, natural disasters, fire, flood, storm, earthquake, epidemic, pandemic, quarantine, government orders or restrictions, war, terrorism, civil unrest, labor disputes, power outages, telecommunications failures, internet

service disruptions, cyber-attacks not caused by the affected Party's willful misconduct, or failures of third-party service providers (each, a "Force Majeure Event").

The affected Party shall provide prompt notice of the Force Majeure Event and use commercially reasonable efforts to mitigate its effects. If a Force Majeure Event continues for more than sixty (60) consecutive days and materially affects the provision of Services, either Party may terminate the affected Statement of Work upon written notice without further liability, except for amounts accrued prior to termination.

Neither Party shall be liable for loss of connectivity, internet access, telecommunications services, cloud access, or utility services resulting from a Force Majeure Event or third-party service interruption beyond its reasonable control.

9.7. Entire Agreement. This MCA, together with each applicable Statement of Work, constitutes the entire agreement between Client and MID with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, proposals, representations, negotiations, or understandings, whether oral or written. Each Party acknowledges that it has not relied upon any representation, warranty, or statement not expressly set out in this MCA or an applicable Statement of Work. This MCA and any Statement of Work may be amended or modified only by a written agreement signed by authorized representatives of both Parties.

9.8 Export Controls. Client shall comply with all applicable export, re-export, and import control laws and regulations of Canada and any other applicable jurisdiction relating to the Products and Services ("Export Laws"). Client shall not directly or indirectly export, re-export, transfer, or make available any Products, Services, or related technical data in violation of applicable Export Laws. Client shall obtain any required governmental authorizations, permits, or licenses necessary to comply with Export Laws and shall cooperate with MID as reasonably required to ensure compliance.

9.9 Referencing. Client agrees that MID and its Affiliates may identify Client as a customer of MID and may use Client's name and logo in promotional materials, presentations, website content, and other marketing communications. Client may withdraw such consent upon thirty (30) days' prior written notice to MID. Client further agrees to reasonably consider participating in reference calls or communications with prospective clients of MID, provided that such participation does not unreasonably interfere with Client's business operations and is subject to Client's confidentiality obligations.

9.10 Litigation Holds and Third-Party Discovery. Client acknowledges that MID's obligations under this MCA do not include litigation support, document preservation, e-discovery, forensic analysis, or compliance with third-party subpoenas, court orders, or regulatory demands, except as expressly agreed in writing. If Client determines to voluntarily produce, or is required to produce, documents, electronically stored information, or other materials in connection with any third-party dispute, claim, investigation, or proceeding, Client shall be solely responsible for compliance with such obligations at its own expense.

Any assistance provided by MID in connection with litigation holds, document preservation, data extraction, forensic collection, or other discovery-related services shall be subject to a separate written services agreement (a "Discovery Services Agreement") mutually agreed by the Parties. MID shall not be required to advance any costs, fees, or expenses in connection with such services, and Client shall prepay or reimburse all amounts associated with such services unless otherwise agreed in writing.

9.11 Non-disparagement. During the term of this MCA and for a period of twelve (12) months following its termination,

neither Party shall knowingly make or authorize the making of any false statement that materially disparages the other Party, its officers, directors, employees, products, or services. Nothing in this Section shall prohibit a Party from making truthful statements required by law, regulatory authority, or court order, or from providing factual information in response to legal process.

9.12 Change of Control. In the event of a Change of Control of Client, this MCA and all applicable Statements of Work shall remain in full force and effect unless otherwise agreed in writing by the Parties.

For purposes of this Section, "Change of Control" means any transaction or series of related transactions resulting in (a) the transfer of a majority of the ownership interests or voting securities of Client, (b) a merger, amalgamation, reorganization, or sale of substantially all of Client's assets, or (c) any other event resulting in a change in the person or persons who directly or indirectly control Client. Client shall provide MID with at least sixty (60) days' prior written notice of any proposed Change of Control. Failure to provide such notice shall constitute a material breach of this MCA.

If, following a Change of Control, Client or its successor elects to terminate any Statement of Work prior to the expiration of its applicable term, or materially alters the scope of Services without MID's written consent, then all remaining fees due through the end of the applicable term shall become immediately due and payable as liquidated damages in accordance with Section 2. In addition, Client shall reimburse MID for reasonable transition costs, including data migration, documentation transfer, and recovery of MID-owned equipment, at MID's then-current standard rates.

9.13 Litigation Support Excluded. The Services provided under this MCA do not include litigation support, document preservation, e-discovery services, forensic analysis, expert testimony, or assistance with court-ordered production of documents or electronically stored information ("ESI"), except as expressly agreed in writing. In the event of litigation or threatened litigation involving Client and a third party, any assistance requested from MID relating to document retention, litigation holds, data collection, or production shall be governed by Section 9.10 and shall be subject to a separate written services agreement and applicable fees.

9.14 Limitation of Liability for Device and Desktop Misuse and Unidentified Devices. MID shall not be liable for losses arising from the unauthorized, improper, or unlawful use of devices, desktops, software, systems, or network access credentials by Client's employees, contractors, agents, or third parties where such use is outside the scope of authorized business purposes or contrary to the terms of this MCA or any applicable Statement of Work. MID shall not be responsible for devices, systems, software, or network-connected equipment that have not been disclosed in

writing to MID and identified in an applicable Statement of Work ("Unidentified Devices"), even if such devices access or interact with systems managed by MID. Client is solely responsible for identifying all devices accessing its network and for ensuring that only authorized and disclosed systems are connected. This Section is subject to the limitations of liability set forth in Section 5 and shall not exclude liability arising from MID's willful misconduct.

9.15 Third-Party End User License Agreements. Certain Services or Products may require Client or its users to accept the terms of third-party end user license agreements ("EULAs"). Client authorizes MID to accept such EULAs on Client's behalf where necessary to provision or maintain the Services. Client acknowledges that such EULAs may contain terms, warranties, service levels, and liability limitations that differ from this MCA and agrees to comply with the applicable EULAs. Client shall be responsible for its compliance with all applicable EULAs and shall indemnify MID from third-party claims arising from Client's breach of such EULAs, subject to the limitations of liability set forth in Section 5. If a third-party EULA is amended in a manner that materially affects MID's ability to provide the Services, MID may propose reasonable amendments to the applicable Statement of Work to ensure continued compliance.

9.16 Use of Artificial Intelligence. The Services may involve the use of artificial intelligence or machine learning technologies provided by MID or third parties ("AI Technology"). Client acknowledges that AI Technology may generate outputs based on probabilistic models and that such outputs may contain inaccuracies, omissions, or unintended results. Client is solely responsible for reviewing and validating any AI-generated output prior to reliance or implementation. MID shall not be liable for decisions made or actions taken by Client or third parties based on AI-generated content, except to the extent directly caused by MID's willful misconduct. All AI-related liability remains subject to the limitations set forth in Section 5.

9.17 Legal Costs. Except as otherwise expressly provided in this MCA, each Party shall bear its own legal fees, expert fees, and other litigation-related costs in connection with any dispute arising under this MCA, subject to any cost award made by a court of competent jurisdiction.

9.18 Survival. The provisions of this MCA which by their nature are intended to survive termination or expiration, including without limitation Sections 2, 4, 5, 6, 7, 8, and 9, shall survive the termination or expiration of this MCA.

This MCA shall become effective upon execution by authorized representatives of both Parties. Each Party represents and warrants that the individual executing this MCA on its behalf has been duly authorized to do so and, where such Party is a corporation or other legal entity, that such authorization has been validly granted in accordance with its constating documents and the laws of its jurisdiction of incorporation or organization.