CLIENT SERVICE AGREEMENT

Terms for managed services, platforms and digital assets.

Get More Digital Ltd.

Alberta corporation · Sylvan Lake, Alberta

Last updated: July 29, 2026

team@getmore.digital

CONTENTS

ONE — FOUNDATIONS

1. The Agreement
2. Scope & Working Relationship
3. Term & Termination

TWO — COMMERCIAL TERMS

4. Fees & Payment
5. Payment Plans, Default & Settlement
6. Change Requests

THREE — DELIVERY & SERVICE

7. Client Responsibilities
8. Support & Service Levels
9. Communications & Notices

FOUR — OWNERSHIP & CUSTODY

10. Intellectual Property
11. Trust & Asset Protection
12. Continuity & Key-Person Protection

FIVE — RISK & PROTECTIONS

13. Confidentiality
14. Data Protection & Privacy
15. Warranties, Liability & Insurance

SIX — DISPUTES & GENERAL

16. Dispute Resolution
17. General Provisions

SEVEN — SERVICE SCHEDULES

Schedule A — Domain Names
Schedule B — Hosting
Schedule C — Email
Schedule D — Virtual Identities
Schedule E — Virtual Networks
Schedule F — Commissioned Software Development
Schedule G — Software as a Service
Schedule H — Client-Owned Software: Hosting, Operation and Development

ONE — FOUNDATIONS

Get More Digital (Get More Digital Ltd., "Get More Digital", "we", "us", "our") is an Alberta corporation operating in Canada.

These Terms of Service (the "Terms") govern all services we provide to clients. By signing or accepting an Order, paying an invoice, or using any Service, you agree to these Terms. Where a client requires an amendment, exception, or specific process, it must be recorded in writing either in your Product-Specific Agreement (PSA) or in a Clarification Agreement.

1

The Agreement

a. How this Agreement fits together

The agreement between us (the "Agreement") is made up of:

1. these Terms;
2. any Order you sign or accept — a quote, proposal, statement of work, subscription confirmation, or written approval by email;
3. any Product-Specific Agreement (PSA) — the agreement specific to your project or engagement;
4. any Service Schedule that applies to the Services in your Order (Schedules A–H); and
5. our Privacy Policy.

b. Order of precedence

If there is a conflict, the documents apply in this order:

1. a signed PSA, Clarification, Amendment or Order that expressly states it overrides these Terms, identifying the numbered clause it overrides;
2. the applicable Service Schedule in Part Seven;
3. these Terms;
4. any other document.

A purchase order, vendor portal registration, or standard-form procurement document you issue does not vary this Agreement, even if we acknowledge receipt of it.

Where two clauses of these Terms could apply to the same subject, the more specific governs. Schedule F clause F.9 states the order of operations for Commissioned Software, which is where this arises most often.

c. Changes to these Terms

We may update these Terms. We will give you at least sixty (60) days' notice by email and on our website. Changes apply to Services from the next billing period.

Changes do not retroactively alter the fees, Payment Plan, ownership terms, or assignment conditions of a Commissioned Software Order or PSA already in progress. §2(g) states this protection in full.

d. Definitions

- **"Background IP"** — anything we owned, licensed, or developed before an Order, or developed outside it: our frameworks, libraries, boilerplate, components, templates, tooling, scripts, integration patterns, configuration approaches, and know-how, together with any improvements to them.
- **"Client Materials"** — anything you supply: content, data, branding, credentials, specifications, and third-party materials you direct us to use.
- **"Commissioned Software"** — software, code, configuration, and documentation we build for you under **Schedule F**.
- **"Custodial Service"** — a Service where we hold an account, registration, or asset in our name for your benefit, as described in §11.
- **"Deliverables"** — what an Order or PSA says we will deliver.
- **"Fees"** — all amounts payable under an Order or PSA, plus applicable taxes.
- **"Minimum Instalment"** — the portion of a Payment Plan instalment attributable to Commissioned Software, as described in §5(a).
- **"Payment Plan"** — a schedule of instalments set out in a PSA for Commissioned Software, as described in §5(a).
- **"Personal Information"** — as defined in Alberta's *Personal Information Protection Act* and Canada's *Personal Information Protection and Electronic Documents Act*.
- **"Service"** — any service we provide, including those in Schedules A–H.
- **"Service Provider Controlled Access"** — the form of source code access granted during a Payment Plan, as defined in F.3.
- **"Settlement Amount"** — as defined in §5(f).
- **"Total Software Consideration"** — the amount that must be paid in full for the assignment condition in F.4 to be satisfied, as described in §5(a).
- **"you", "Client"** — the person or organization named in the Order or PSA. If you accept on behalf of an organization, you confirm you have authority to bind it.

2

Scope & Working Relationship

a. Scope of Services

This Agreement establishes the general terms and conditions governing the provision of domain, hosting, email, virtual identities, virtual network, commissioned software development, software-as-a-service, and the hosting, operation and development of client-owned software offerings by the Service Provider. The terms specific to each of those services are set out in Schedules A–H.

Detailed service specifications, deliverables, timelines, and pricing for each engagement will be documented in separate Product-Specific Agreements ("PSAs"). All verbal commitments, proposals, or representations made during negotiations must be documented in writing within the applicable PSA or invoice to be considered binding obligations. Services not explicitly documented as included in the final agreement are excluded from the scope of work.

b. Relationship of the Parties

The Service Provider operates in a technical delivery and advisory capacity, providing engineering expertise and professional recommendations. The Client retains full responsibility for strategic direction, business decisions, and operational management. The Service Provider does not assume management authority or decision-making responsibility for the Client's business operations, and this Agreement does not create a partnership, joint venture, employment, or fiduciary relationship between the parties, except for the limited custodial agency expressly created under §11.

c. Client Collaboration Requirements

Timely completion of services depends on active Client participation. The Client agrees to:

- Provide complete and accurate information necessary for service delivery
- Review deliverables and provide feedback within twelve (12) business days of receipt
- Respond to Service Provider inquiries within twelve (12) business days
- Designate at least one representative with authority to approve scope, spend, and sign-off

Section 7 sets out the Client's obligations in full.

d. Impact of Client Delays

Project timelines and delivery dates are contingent upon timely Client input and approvals. Delays in Client responses, feedback, or approvals exceeding the timeframes specified in subsection (c) may result in:

- Proportional extension of project timelines and delivery dates
- Additional costs if extended timelines require resource reallocation
- Suspension of work until required Client input is received

Client delay does not extend or defer the instalment dates of a Payment Plan established under §5(a).

e. Request Processing and Acceptance

Not all Client requests may be accepted for completion. All service requests are subject to the Service Provider's review for:

- Compatibility with the existing PSA's scope and budget
- Technical feasibility and resource availability
- Alignment with agreed service parameters

Requests are considered preliminary until the Service Provider completes this review and confirms acceptance in writing. The Service Provider reserves the right to decline requests that fall outside agreed parameters or require separate agreement amendments.

f. Emergency and Time-Sensitive Actions

Where immediate action is required to protect the Client's systems, data, accounts, or registrations from loss, expiry, compromise, or attack, the Service Provider may take that action without prior approval, provided:

- the Service Provider reasonably believes the risk of not acting exceeds the risk of acting;
- the action is within the Service Provider's area of expertise; and
- prior approval cannot reasonably be obtained in the time available.

This includes examples like renewing an expiring domain, applying a security patch, rotating a compromised credential, and blocking traffic constituting an active attack.

The Service Provider will notify the Client of any action taken under this subsection promptly, and in any event within two (2) business days, describing what was done and why. Where the Client objects to an action and it can be reversed without renewed risk, the Service Provider will reverse it. Disputed costs incurred without approval are not recoverable from the Client and are not included in the Settlement Amount under §5(f).

g. Effect of Changes on Active Engagements

Changes to these Terms, to our Privacy Policy, or to any other policy forming part of this Agreement take effect in accordance with §1(c) and apply prospectively only. They do not affect work already performed, deliverables already accepted, or amounts already invoiced.

No such change will alter the fees, Payment Plan, ownership terms, or assignment conditions of a Commissioned Software Order or PSA already in progress. Notice under §1(c) is not sufficient to effect a change of that kind; it requires a signed amendment under §6(b).

Where a PSA has no recurring billing period — including a PSA under a Payment Plan — changes take effect on expiry of the notice period in §1(c).

3

Term & Termination

a. Agreement Duration

This Agreement becomes effective upon service delivery or upon execution by both parties of any PSA, and continues indefinitely until terminated in accordance with the provisions herein. Either party may terminate this Agreement by providing thirty (30) days' written notice to the other party.

Termination of this Agreement, by either party and for any reason, does not terminate a Commissioned Software PSA under an active Payment Plan. Such a PSA terminates only in accordance with **Schedule F clause F.5** and **§5**, and the licence and vesting path under F.3 and F.4 continue in force until it does.

b. Termination for Cause, and Uncooperative or Abusive Behaviour

Either party may terminate this Agreement immediately upon written notice (including email) if the other party:

- Materially breaches any provision of this Agreement and fails to cure such breach within ten (10) days after receiving written notice
- Becomes insolvent, makes an assignment for the benefit of creditors, or files for bankruptcy
- Ceases to conduct business in the ordinary course

The Service Provider may also terminate any project or PSA immediately if the Client engages in behaviour that impairs the Service Provider's ability to effectively deliver services. This includes, but is not limited to:

- Harassment, use of profanity, or verbal abuse directed at the Service Provider's staff
- Unreasonable or constant demands that fall outside the agreed Scope of Services
- Refusal to collaborate constructively
- Demanding priority-level turnaround times on lower-tier engagements, or exhibiting hostile behaviour over standard queue adjustments
- Use of any service in breach of §7(h) in a manner that exposes the Service Provider to legal, security, or platform-termination risk

Upon termination under this subsection, the Service Provider will cease all work. The Client will be responsible for payment for all services rendered up to the date of termination. Any deposit paid is applied toward Fees for work performed and third-party costs committed, and is non-refundable to that extent. Upon termination for cause, the non-breaching party retains all rights and remedies available at law or equity.

Termination under this subsection does not extinguish the Client's rights under §11 (Trust & Asset Protection) or §5 (Payment Plans, Default & Settlement).

Where the Client is party to a Commissioned Software PSA under an active Payment Plan, termination under this subsection ends the working relationship and any further development, but does not:

- suspend or revoke the licence granted under F.3;
- prevent the Client from engaging a permitted contractor to host, operate, or maintain the Commissioned Software on the Client's behalf, as permitted by F.3;
- accelerate the Payment Plan, or make any unpaid instalment immediately due; or
- defeat or alter the assignment condition in F.4.

The Client may continue paying the remaining Minimum Instalments on the dates already scheduled, and will take title under F.4 when the conditions there are satisfied, notwithstanding that the working relationship has ended. The Client may instead elect to buy out early under §5(i). That election is the Client's alone.

If the Client stops paying, the instalment is treated as an ordinary missed instalment under §5(e). Conduct amounting to a breach of §7(h) that affects the Commissioned Software remains a default under F.5 and is dealt with there.

c. Effect of Termination

Upon termination of this Agreement, and subject always to §3(a):

- All active PSAs will automatically terminate unless both parties agree in writing to continue specific PSAs under a modified client service agreement. **This does not apply to a Commissioned Software PSA under an active Payment Plan, which survives under §3(a) and terminates only under F.5 and §5.**
- Each party will return or destroy confidential information belonging to the other party
- The Client will be brought up to date on all services performed and expenses incurred up to the termination date, which may result in a refund or payment (within sixty (60) days)
- Client-owned assets will be released in accordance with §11, whether or not amounts remain outstanding
- Provisions relating to confidentiality, intellectual property, settlement, continuity, limitation of liability, and dispute resolution will survive termination

d. Dormancy Termination

Where no PSA has been active for twelve (12) consecutive months, no amount is outstanding, and the Service Provider holds no Client asset in custody under §11, this Agreement lapses.

Lapse takes effect without notice, ends this Agreement for the purposes of §13(f), §14(c) and §17(h), and does not engage §3(c).

This subsection does not apply while a Payment Plan under §5(a) remains outstanding. Either party may confirm in writing that the relationship continues, in which case the twelve-month period restarts.

Lapse does not prevent the parties resuming under a new PSA, in which case these Terms as then current apply.

e. Transition Assistance

Upon written request within sixty (60) days of termination, and provided all amounts for the services in question are current, the Service Provider will provide reasonable transition assistance, including export of Client data in commonly used machine-readable formats, transfer of custodial assets under §11(b), and up to five (5) hours of handover support. Additional assistance is available at the rate specified in the applicable PSA or estimate.

Export of Client data and content, and transfer of custodial assets, is not conditional on amounts being current. Those obligations arise under §11(c) and §5(k) regardless of what is owed. This subsection governs only the discretionary handover *assistance* above and beyond them.

TWO — COMMERCIAL TERMS

4

Fees & Payment

a. Payment Terms

Unless otherwise specified in the applicable PSA, services are provided on a prepaid basis.

Where a PSA provides for periodic payment of a recurring service over a committed term, the committed term is as stated in the PSA. If the Client terminates mid-term, the Client remains liable for the balance of the committed term, or receives the reduced service level stated in the PSA for the remainder of that term, as the PSA provides.

Payment Plans for Commissioned Software are governed by §5 and Schedule F, and are not affected by this subsection.

b. Deposits, Payment Timing and Service Commencement

When a deposit is required. Where the total value of a PSA exceeds $1,500, excluding GST and third-party costs payable under §4(f), the Client will pay a deposit before work begins. No deposit is required below that threshold, where services are prepaid in full under §4(a), or where the deposit is waived under this subsection.

Amount. The deposit is the amount stated in the PSA. Where the PSA requires a deposit but does not state the amount, it is:

- for a Payment Plan or a recurring service billed periodically, the first two (2) instalments; or
- in any other case, thirty percent (30%) of the total value of the PSA.

How the deposit is treated. A deposit is a payment on account of Fees, not a security deposit, and is not held in trust under §11. It is applied against the earliest amounts falling due under the PSA. Where the PSA is a Commissioned Software PSA, the deposit is applied to the earliest Minimum Instalments and counts toward the Total Software Consideration under §5(a).

Waiver for existing clients. The Service Provider may waive the deposit, in whole or in part, where at the date of the PSA the Client:

- has an existing or completed financial arrangement with the Service Provider;
- is in good standing — meaning no amount is overdue, no notice of default or arrears is outstanding under §3(b) or §5(e), and no amount has been overdue by more than thirty (30) days in the preceding twelve (12) months; and
- has no unresolved dispute under §4(g), §5(d) or §16.

A waiver applies only to the PSA in which it is recorded. It does not create an expectation of waiver on any future PSA, and the Service Provider may require a deposit on a subsequent PSA where the conditions above are no longer met. A waiver already given will not be revoked, and a deposit will not be called for, on a PSA under which work has begun.

Commencement. Services will commence upon receipt of the deposit or, where no deposit is required, of the initial payment specified in the PSA. If that payment is received more than fifteen (15) days after the agreed start date, project timelines will be adjusted accordingly and the Service Provider may reallocate resources to other projects. The Client will be notified in writing of any timeline adjustments. The Service Provider is not obliged to commence or continue work before the deposit is received, and any delay in doing so is not a breach or a default by the Service Provider.

On termination. A deposit is applied to Fees for work performed and to third-party costs committed on the Client's behalf, and the balance is dealt with in the reconciliation under §3(c). Where the Service Provider terminates for convenience under §3(a), or where a PSA is terminated under §17(f), any part of the deposit not so applied is refundable. Where termination is under §3(b) or §7(g), §3(b) applies.

c. Late Payment Consequences

Payments more than twenty (20) days overdue may result in:

- Suspension of services
- Limits on responsibilities under the PSA if payment remains outstanding after thirty (30) days
- Additional administrative costs

Alternative payment arrangements may be made only with written agreement from both parties.

A missed instalment under a **Payment Plan** is not governed by this subsection. It is governed by §5, and does not result in suspension.

d. Late Fees and Interest

For post-paid services, payments more than twenty (20) days overdue may incur:

- A $200 administrative fee
- Interest at the rate of 2% per month (24% annually) on the outstanding balance
- Suspension of services until payment is current

Interest will accrue from the original due date until payment is received in full, before and after judgment.

Interest on Payment Plan instalments is governed by §5(b), and the administrative fee above does not apply to them.

e. Service Suspension

The Service Provider reserves the right to suspend or reduce services if:

- Any payment becomes overdue by more than twenty (20) days
- Prepaid service credits are exhausted
- The Client fails to maintain required insurance coverage
- The Service Provider has issued a notice of default under §3(b) and the cure period has expired

Services will resume within five (5) business days of resolution. Suspension does not relieve the Client of the obligation to pay, and fees continue to accrue during suspension. Suspension is not termination, and a licence suspended under F.5 is dormant rather than ended.

This subsection does not apply to a licence granted under F.3, which may be suspended only as set out in F.5.

f. Taxes and Third-Party Costs

All Fees are exclusive of GST and any other applicable taxes, which will be added. Third-party costs, including domain registrations, platform subscriptions, licence fees, and hardware, are payable in advance and are non-refundable once incurred. The Service Provider may pass through increases in third-party costs on thirty (30) days' notice, or immediately where the third party provides less notice than that.

g. Disputed Invoices

The Client must notify the Service Provider of a genuine, good-faith invoice dispute within twenty (20) days of the invoice date, in writing, with reasons. Undisputed portions remain payable on time. Withholding payment without such notice constitutes a payment default. The Service Provider will not suspend services in respect of an amount properly disputed under this subsection while the dispute is being addressed in good faith.

Disputes concerning a Payment Plan instalment are governed by §5(d).

h. Costs of Collection

The Client will reimburse the Service Provider's reasonable costs of collection, including legal fees on a solicitor-and-client basis and third-party collection fees. Where a Settlement Amount is being calculated, these costs are included subject to the cap in §5(f).

i. No Set-Off

The Client will pay Fees in full without set-off, deduction, or counterclaim, except in respect of an amount properly disputed under §4(g) or §5(d).

j. Price Changes

The Service Provider may change recurring Fees on sixty (60) days' written notice, effective at the next renewal. Increases in third-party costs may be passed through under §4(f).

This subsection does not apply to a Payment Plan. See §5(a).

k. Alternative Payment Methods

Services can be paid with alternative method(s), provided:

- Equity payments are outlined in a separate, executed Equity Agreement that specifies valuation methods, vesting schedules, and conversion terms
- Barter arrangements comply with the rules and regulations of the agreed-upon barter network and include specific exchange rates and terms
- The alternative payment method has a written agreement specifying terms, conversion rates, and default procedures

Where a Commissioned Software PSA is satisfied in whole or part by an alternative payment method, the PSA must state the cash-equivalent value attributed to that method, as the assignment condition in **F.4** is measured against the total consideration stated in the PSA.

5

Payment Plans, Default & Settlement

a. What a Payment Plan Is

Where a PSA establishes a schedule of instalments (a "Payment Plan"):

- Instalments are payable on the dates specified in the PSA, whether or not the Client has deployed, launched, or begun using the deliverables
- Instalments are consideration for development work performed and for the licence granted under F.3. They are not a deposit, an escrow, a purchase-price instalment, or a fund held toward ownership, and they are earned when paid
- A Payment Plan is not credit, financing, or a loan, and the Service Provider is not a lender
- The Client may prepay the outstanding balance at any time without penalty, and prepayment in full satisfies the assignment condition in F.4
- The Service Provider may not vary the amount, timing, or total of a Payment Plan once the PSA is signed, except by a signed amendment under §6(b)

Bundled PSAs. Where a PSA bundles development with support, hosting, or other recurring services in a single instalment, the PSA must state:

- the **Minimum Instalment** — the portion of each instalment attributable to the Commissioned Software, payable for so long as the Payment Plan runs, whether or not any recurring service continues; and
- the **Total Software Consideration** — defaulting to the aggregate of the Minimum Instalments, being the amount that must be paid in full for the assignment condition in F.4 to be satisfied

The balance of each instalment is attributable to the recurring services and is earned as those services are delivered.

Where a recurring service bundled into a Payment Plan is terminated, cancelled, or suspended for any reason, the instalment reduces to the Minimum Instalment for the remainder of the Payment Plan. The instalment dates, the Total Software Consideration, and the assignment condition in F.4 are unaffected.

A payment of less than a full instalment is applied between the Minimum Instalment and the service charge in the same proportions as the instalment itself.

Where a PSA bundles services without stating a Minimum Instalment, the whole of each instalment counts toward the Total Software Consideration, and the Client is not obliged to pay any part of an instalment attributable to a recurring service that has been terminated.

Approved changes. Where a change note approved under §6 adds scope to the Commissioned Software, the amount attributable to that change is added to the Total Software Consideration, and the PSA or change note will state that amount. A change note that does not state an amount attributable to the Commissioned Software does not increase the Total Software Consideration.

b. Interest on Instalments

An unpaid instalment bears interest at 2% per month (24% annually) from its due date until paid, before and after judgment. The administrative fee in §4(d) does not apply.

c. Anti-Avoidance

Cancelling a Payment Plan, reversing a payment, initiating a chargeback or bank dispute without first following §4(g) or §5(d), or terminating for convenience partway through a Payment Plan does not reduce the total amount payable under the applicable PSA.

d. Genuine Disputes

Where the Client raises a genuine, good-faith dispute concerning an instalment, the deliverable it relates to, or the Service Provider's performance, and does so in writing with reasons within ten (10) business days of the instalment due date:

1. The Client must pay any undisputed portion of the instalment on time, and must continue to pay all subsequent instalments as they fall due.
2. The Client must confirm in writing that it holds the disputed amount available to settle the dispute, and that the amount is not withheld as a set-off against or reduction of the Payment Plan. No deposit, escrow account, or evidence of funds is required.
3. Provided (1) and (2) are met, the disputed portion is **not** a default for the purposes of F.5, no notice of default will issue in respect of it, the licence under F.3 continues in force, and the assignment condition in F.4 is treated as unaffected pending resolution.
4. The parties will proceed under §16 (Dispute Resolution). The dispute does not suspend the Client's right to prepay under §5(a) or to buy out under §5(i); where the Client exercises either, the disputed amount is excluded from the amount payable pending resolution.
5. If the dispute is resolved in the Service Provider's favour, the Client will pay the disputed amount within ten (10) business days of resolution, with interest under §5(b) from the original due date. If resolved in the Client's favour, the Payment Plan total is reduced accordingly and no interest is payable.
6. Failure to meet (1) or (2) means this subsection does not apply, and the instalment is treated as an ordinary missed instalment under §5(e).

e. Arrears and Default Ladder

1. **Day 1 — instalment missed.** No consequence beyond interest under §5(b). The Service Provider will send a reminder.
2. **Day 15 — written notice of arrears.** The Service Provider will notify the Client in writing, state the amount and the interest running, and invite the Client to cure, prepay under §5(a), buy out under §5(i), or raise a genuine dispute under §5(d). No suspension. The licence under F.3 continues.
3. **Day 45 — further development paused.** The Service Provider may pause further development and decline to start new milestones, on written notice. The licence under F.3 continues, the Client's existing deployment continues to run, and the Client's data and custodial assets remain available under §11.
4. **Day 90 — notice of default.** The Service Provider may issue a notice of default under F.5. This is the earliest date on which a notice of default may issue. The cure period in F.5 and the Settlement Window in §5(h) then run.
5. **Day 100 at the earliest — suspension.** The licence under F.3 may be suspended only once the ten (10) day payment cure period in F.5 has expired without cure, without a genuine dispute raised under §5(d), and without a dispute of the default itself under §16(d). Where the notice of default issues on Day 90, the earliest date of suspension is accordingly Day 100.
6. Suspension and termination of the licence occur only as set out in F.5 and this §5 — never automatically, and never on the passage of time alone.

f. Settlement Amount

The "Settlement Amount" means, as at the date of calculation, the total of:

- All unpaid instalments and fees then due under the relevant PSA
- The remaining unpaid balance of the Minimum Instalments for that PSA, whether or not yet due, together with any service charges already earned
- Interest accrued under §5(b)
- Unrecovered third-party costs committed on the Client's behalf
- The Service Provider's reasonable documented costs of collection and administration, capped at $1,500 unless a court or arbitrator orders otherwise

The Settlement Amount may not include any amount by way of premium, uplift, penalty, or lost opportunity. It is confined to the components listed above.

g. Settlement Statement

Upon request, or upon issuing a notice of default, the Service Provider will provide a written Settlement Statement itemizing each component above, with supporting invoices and a calculation date. The Settlement Amount is valid for fifteen (15) business days from the calculation date, after which further interest accrues. The Service Provider will not calculate a Settlement Amount punitively and will act in good faith and deal honestly in exercising its rights under this Section.

The Client may request a Settlement Statement at any time, whether or not in default, and no more than once per calendar quarter without charge. The Service Provider will provide it within ten (10) business days.

h. Settlement Window

Upon issuing a notice of default under F.5, the Service Provider will provide a Settlement Statement. The Client then has thirty (30) days from the date of that Statement to either cure the default or pay the Settlement Amount.

Payment of the Settlement Amount within the Settlement Window satisfies the assignment condition in F.4, ends any suspension within three (3) business days, and results in the Client owning the Commissioned Software outright, notwithstanding that the PSA has ended.

i. Early Buyout

The Client may at any time pay the Settlement Amount, or a lower buyout figure if one is stated in the PSA, and assignment occurs under F.4 upon receipt of that payment.

Where the Client exercises this right and is not in default, the Settlement Amount excludes interest, costs of collection, and costs of administration, none of which will have been incurred.

This right is exercisable by the Client alone, at the Client's election, and is not conditional on the Service Provider's consent, cooperation, or countersignature.

j. Settlement by Agreement

Nothing prevents the parties from agreeing in writing to a reduced amount, a revised Payment Plan, assignment of a defined subset of the Commissioned Software, a perpetual licence in place of assignment at a stated figure, or a data-and-content-only exit. Any such agreement must be in writing and signed by both parties, and does not waive the Service Provider's rights on any future default unless it expressly says so.

k. Effect of the Settlement Window Closing

If the Settlement Window closes without cure or settlement:

- The licence granted under F.3 terminates, and the Client must cease use of the Commissioned Software and delete any copies of the source in its possession, other than archival copies it is required by law to retain
- The assignment condition in F.4 has not been satisfied, and accordingly no assignment occurs and no intellectual property in the Commissioned Software passes to the Client. The Client has not lost a right it held; the right did not vest
- Instalments already paid are not refundable, having been earned as consideration for development work performed and for the licence the Client held, in accordance with §5(a)
- The Settlement Amount remains a debt due to the Service Provider, less any amount the Service Provider actually recovers by relicensing the Commissioned Software to a third party within twelve (12) months, which will be credited against it. Relicensing is subject to F.10
- The Client's own assets are still released. Within thirty (30) days of written request, and whether or not the Settlement Amount is paid, the Service Provider will export the Client's data and content in a commonly used machine-readable format and transfer custodial assets under §11, in accordance with §11(c) and §11(e)

6

Change Requests

a. Minor Change Process

Changes that fall within the general scope and budget parameters of the active PSA may be accommodated without formal amendment. Such changes must be:

- Requested in writing through the designated communication channel in §9(a)
- Acknowledged by the Service Provider
- Documented with any impact on timeline or deliverables

Minor changes will not alter the fundamental scope, budget, or deliverables outlined in the PSA.

b. Major Change Process

Changes that significantly alter scope, budget, timeline, or deliverables require a formal amendment or new PSA. Major changes include:

- Requests that increase project cost by more than twenty-five percent (25%)
- Fundamental changes to project objectives or deliverables
- Addition of services outside the original PSA's scope
- Changes that require additional resources or expertise not originally planned
- Any change that alters the Payment Plan, the assignment condition, or the ownership terms in §5, §10 and Schedule F

A change of the kind described in the final bullet requires the written signature of both parties. It cannot be effected by acknowledgement, invoice memo, Clarification Agreement, or conduct.

c. Scope Dispute Resolution

If either party believes the scope of requested changes exceeds the bounds of fair use or the spirit of the Agreement:

- Either party may request a formal scope review meeting
- Both parties will attempt to reach agreement within fifteen (15) business days
- If agreement cannot be reached or the period extended, either party may initiate termination procedures under §3(b)
- No work on disputed items will be performed during the review period

d. Change Documentation

All approved changes must be documented with:

- Clear description of the change and rationale
- Approval from the Client's designated representative
- Impact on timeline, budget, and deliverables (as necessary)
- Updated project specifications (as necessary)

e. Invoice Amendments

The Service Provider may use an invoice memo note to document an amendment to an existing PSA or to establish a new service. An invoice memo note is an amendment in writing for the purposes of §17(d), and takes effect only where all of the following are met:

- the memo identifies, in plain terms on the face of the invoice, the PSA affected, what is being added, changed, or removed, the price of that change, and the period for which it applies;
- the Client's payment of that invoice is made within ninety (90) days of issuance, that payment being the Client's acceptance of the change described; and
- the memo states a fixed term, either by reference to an existing PSA or within the memo itself.

Where a memo does not meet each of those conditions, payment of the invoice is a payment on account only and effects no amendment. Where the Client pays an invoice and notifies the Service Provider in writing within twenty (20) days that it does not accept the change described in the memo, no amendment takes effect and the payment is applied on account.

An invoice memo note may not create, extend, or vary a Payment Plan, alter the assignment condition in F.4, or transfer intellectual property. Those changes require a signed PSA or amendment under §6(b).

f. Clarification Agreements

In cases where ambiguity or disputes arise regarding scope or deliverables, the Service Provider may issue a Clarification Agreement to formally define or clarify the terms. Provided the Clarification Agreement does not alter the project's cost, delivery schedule, or materially change the scope of work, it becomes binding once signed by the Service Provider. Any objections raised by the Client must be submitted in writing within thirty (30) days of issuance, or the Clarification Agreement shall be deemed accepted in full. A Clarification Agreement is an amendment in writing for the purposes of §17(d).

If a proposed Clarification Agreement alters the fixed-price cost, delivery schedule, or materially changes the scope of work in a way not favorable to the Client, it shall be treated as an amendment and requires the written signatures of both the Service Provider and the Client to become binding.

A Clarification Agreement may not reduce the Client's rights under §5, §11, or Schedule F.

THREE — DELIVERY & SERVICE

7

Client Responsibilities

a. Information and Cooperation

The Client agrees to provide timely, accurate, and complete information reasonably necessary for the Service Provider to perform the agreed services. This includes:

- Technical specifications, requirements, and project objectives
- Access credentials, system information, and relevant documentation
- Feedback, approvals, and decisions within the timeframes specified in §2(c)
- Cooperation with reasonable requests for information or clarification

b. Designated Point of Contact

The Client will designate a primary representative with authority to:

- Communicate requirements, changes, and approvals on behalf of the Client
- Coordinate between the Service Provider and other Client stakeholders
- Make binding decisions within the scope of the applicable PSA
- Receive and respond to Service Provider communications and deliverables

Changes to the designated representative must be communicated in writing.

c. Legal Authorization and Compliance

The Client warrants that all materials, data, content, and assets provided to the Service Provider are:

- Legally owned by the Client or properly licensed for the intended use
- Free from third-party claims, liens, or encumbrances that would prevent their use
- Compliant with applicable laws, regulations, and industry standards
- Authorized for sharing with the Service Provider under this Agreement

d. Scope Adherence

The Client agrees to respect the boundaries, limitations, and parameters established in the applicable PSA to ensure efficient service delivery. Requests outside the agreed scope may:

- Require additional time and resources
- Necessitate amendments or separate agreements
- Result in delays or additional costs

e. Consequences of Non-Cooperation

Where the Client fails to provide access, information, decisions, or cooperation reasonably required for service delivery, the Service Provider will notify the Client in writing identifying what is needed and by when. If it is not provided within twelve (12) business days of that notice, the Service Provider may:

- suspend the affected work until the required cooperation is provided;
- adjust timelines in accordance with §2(d); and
- charge for time reasonably and documentably incurred as a result, at the rate stated in the applicable PSA or estimate.

Where non-cooperation continues after suspension and prevents service delivery, it is a material breach and either party may proceed under §3(b).

Where a reconciliation under §3(c) would result in a refund to the Client, the Service Provider may deduct any amounts properly charged under this subsection. No other deduction applies.

Where the Client is party to a Commissioned Software PSA under an active Payment Plan, this subsection does not suspend or revoke the licence granted under F.3, accelerate the Payment Plan, or affect the assignment condition in F.4. Suspension under this subsection is not a default under F.5.

f. Independent Action Acknowledgment

The Client acknowledges and consents to the independent action procedures outlined in §2(f). The Client may withdraw this consent at any time by providing written notice, after which all actions will require prior approval. Where consent has been withdrawn, the Service Provider is not liable for loss arising from an action it could not take because approval could not be obtained in the time available.

g. Good Faith, Service Tiers, and Scheduling

The Client acknowledges that the Service Provider manages a dynamic queue based on service tiers. Priority Clients hold precedence over Standard, Essential, or anticipatory low-deposit projects. The Service Provider reserves the right to adjust timelines for lower-tier projects to accommodate priority obligations.

Good faith engagement requires the Client to respect these tier-based scheduling adjustments. Demanding priority-level turnaround times on lower-tier engagements, or exhibiting hostile behaviour over standard queue adjustments, is a breach of this Agreement and grounds for termination under §3(b) and forfeiture of any deposits.

Nothing in this subsection affects a licence granted under F.3, the assignment condition in F.4, or the Client's rights under §5. Deposits forfeited under this subsection do not include instalments paid under a Payment Plan, which are dealt with under §5(a) and §5(k).

h. Acceptable Use

The Client will not use any service to send unlawful or unsolicited commercial electronic messages contrary to Canada's Anti-Spam Legislation; to host, transmit, or store unlawful material; to infringe intellectual property; to conduct fraud, phishing, or identity misrepresentation; to attack, scan, or overload systems; to mine cryptocurrency without written consent; to circumvent geographic licensing restrictions, sanctions, or lawful interception; or in a manner that materially degrades service for other clients.

i. Independent Backups

The Client is responsible for maintaining independent copies of business-critical data unless a PSA expressly includes backup as a service.

8

Support & Service Levels

a. Service Tiers — Overview

Support and service levels are determined by the Client's service scope and priority tier as specified in the applicable PSA. All tiers are subject to the fair use principles in §8(j) and the scope boundaries defined in the PSA. There are three tiers — **Essential**, **Standard**, and **Priority** — described below. The specific response times, inclusions, and limitations applicable to the Client are detailed in the PSA, which governs.

b. Essential Tier

The Essential Tier provides foundational access to support resources and is intended for clients with low-frequency or non-urgent support needs. This tier includes:

- Access to self-serve documentation and knowledge base resources
- Support submitted via the primary ticket system under §9(a)
- Response during standard business hours on a best-effort basis
- Periodic check-ins as specified in the PSA

Essential Tier requests are addressed after Standard and Priority Tier requests. Response time commitments, if any, are specified in the applicable PSA.

c. Standard Tier

The Standard Tier provides responsive support for routine operational needs within the agreed service scope. This tier includes:

- Support for routine issues, maintenance, and service requests during standard business hours
- Defined response time commitments as specified in the PSA
- Access to the primary ticket system and secondary communication channels under §9(a)
- Scheduled reviews or check-ins as outlined in the PSA

Standard Tier requests are addressed in order of submission and urgency, subject to Priority Tier escalations. Requests that exceed the Standard Tier scope may require a tier upgrade or separate agreement.

d. Priority Tier

The Priority Tier is designed for Clients whose operations depend on business-critical systems that require rapid, reliable support. This tier is available to Clients who have contracted and paid for priority-level coverage under their applicable PSA. It includes:

- Accelerated response times for critical incidents and service requests, as defined in the PSA
- Prioritized handling of requests ahead of Standard and Essential Tier queues
- Proactive monitoring and communication regarding issues affecting critical systems
- Guaranteed access to after-hours or emergency support subject to §8(f)
- Dedicated points of contact for coordinated incident response

Priority Tier coverage applies only to the systems and services defined in the applicable PSA. Clients receive first consideration for resource allocation across all active requests. This tier reflects a paid commitment to heightened service standards and is not available as an informal upgrade — it must be established in a signed PSA.

e. Business Hours and Availability

Standard support is available Monday through Friday, 9:00 AM to 5:00 PM Mountain Time, excluding statutory holidays. Different hours may be specified in individual PSAs. Response times and availability commitments apply only during designated business hours.

f. Emergency and After-Hours Support

What is an emergency. An incident is an emergency where it affects a production system or service the Service Provider supports under the applicable PSA and:

- the system or service is wholly unavailable, or materially unusable for its intended purpose;
- Client or end-user data is being lost, corrupted, or exposed, or is at imminent risk of it;
- there is an actual or suspected security compromise, including a compromised credential, unauthorized access, or an active attack; or
- the Client faces imminent financial loss or a fixed legal or regulatory deadline that the incident will cause it to miss,

and the incident cannot reasonably wait until the next business day, and no reasonable workaround is available.

What is not an emergency. For clarity, the following are not emergencies, whenever reported:

- cosmetic or presentational defects;
- feature requests, changes, or new work;
- questions, training, or advice;
- issues affecting only development, staging, or test environments;
- issues in systems not covered by the applicable PSA; and
- work required to meet a Client deadline that the Client did not communicate in reasonable time.

Where a reasonable workaround exists, an incident ceases to be an emergency once that workaround is in place, and remaining work proceeds during standard business hours.

How to declare an emergency. The Client's designated representative under §7(b), or a person that representative has nominated in writing, may declare an emergency by email to urgent@getmore.digital or opening a ticket marked emergency. An emergency declared only through the channels in §9(a) is treated as an ordinary request until acknowledged as an emergency.

Availability. For Priority Tier Clients, emergency support is available at the response target stated in the PSA. For Standard and Essential Tier Clients, emergency support is subject to the Service Provider's availability at the time and is provided on a best-efforts basis; it is not a committed service and no response target applies unless the PSA says so. The Service Provider will acknowledge a properly declared emergency and confirm whether it is accepting it as such, or explain why it is not.

Cost control. Where the Service Provider expects the charges for emergency work to exceed five hundred dollars ($500), it will notify the Client and obtain written authorization before continuing beyond that amount, unless stopping would worsen the incident. Where the PSA states a different authorization threshold or an included emergency allowance, the PSA governs. The Service Provider will provide a written summary of the work and the time charged within two (2) business days.

Relationship to §2(f). This subsection governs emergency work the Client requests. Action the Service Provider takes on its own initiative is governed by §2(f), and nothing here obliges the Service Provider to

monitor for or detect any condition.

g. Scope Limitations

Work requests are subject to the scope and tier limitations defined in the applicable PSA. Requests that fall outside the Client's current tier or agreed scope:

- Will be evaluated for feasibility against the Client's active service tier
- May require a tier upgrade or a separate agreement amendment
- Are not guaranteed for completion within existing service levels
- May be declined if incompatible with the Client's current tier or service arrangements

h. Request Classification and Prioritization

The Service Provider will classify and prioritize work requests based on:

- The Client's active service tier (Essential, Standard, or Priority)
- Complexity and estimated effort required
- Urgency and business impact
- Compatibility with the Client's agreed scope
- Technical requirements and dependencies

Clients may discuss request classifications, and reasonable feedback will be considered. Final prioritization decisions rest with the Service Provider to ensure fair resource allocation across all clients and tiers.

i. Hourly Work

Work that falls outside the scope of the Client's active tier or PSA may be performed on an hourly basis. Hourly work must be:

- Pre-approved in writing by the Client
- Tracked and reported in detail
- Billed at the rate defined in an estimate, PSA, or subsequent addendum

j. Tier-Based Scheduling

Scheduling commitments are governed by the Client's active service tier, the applicable PSA, and the Service Provider's active queue. Priority Tier obligations take precedence over Standard, Essential, hourly, and anticipatory low-deposit work.

Timeline estimates for lower-tier engagements may be adjusted when higher-priority obligations require resource allocation. Such adjustments are a normal part of tier-based service delivery and do not constitute delay, breach, or non-performance by the Service Provider when communicated in good faith.

Where a Commissioned Software PSA is under an active Payment Plan, adjustments under this subsection do not defer the Client's instalment dates, and equally do not constitute a default by the Service Provider. Where an adjustment delays a milestone by more than thirty (30) days, the parties will agree a revised schedule under §6, and the Client may elect to pause the instalment attributable to that milestone until it is delivered.

k. Third-Party Service Dependency

The Client acknowledges that delivery of the services may rely on third-party tools, platforms, or resources. Where a third-party dependency becomes unavailable, restricted, or suspended for any reason, the Service Provider may temporarily restrict or suspend the affected portion of the services.

In such cases the Service Provider will provide at least five (5) business days' written notice where possible, outlining the nature of the impacted services, the expected duration, and the steps being taken to resume normal service. The Service Provider will make commercially reasonable efforts to restore services promptly and will not be liable for delays or interruptions resulting solely from such temporary suspension, provided notice and mitigation steps are followed. A pro-rated service credit equal to the fees for the affected service for the period of suspension will be applied.

9

Communications & Notices

a. Support Channels

To ensure proper tracking and response guarantees:

- **Primary Channel — Ticket System.** Submit all support requests via the support portal at **getmore.digital/support** or **issue@getmore.digital**. Tickets submitted through this channel are tracked, prioritized by tier under §8(h), and covered by the response commitments in the applicable PSA.
- **Secondary Channels.** Email to **help@getmore.digital**, telephone, or similar methods.

Requests submitted through secondary channels will be addressed on a best-effort basis and are not subject to tier-based response guarantees or quality control tracking. Clients are encouraged to use the primary ticket system for all service requests.

This subsection does not apply to formal notices. A notice of default, notice of termination, notice of arrears, dispute notice, or Settlement Statement has no effect if sent through the ticket system or a secondary channel. Formal notices must be given under §9(b).

b. Formal Notices

All formal notices required under this Agreement to the Service Provider must be in writing and delivered by email to **team@getmore.digital** or by registered mail to:

Get More Digital #110 4914 – 50 Ave Sylvan Lake, Alberta

All formal notices required under this Agreement to the Client will be delivered by email to the email address listed on the PSA and/or invoice.

The following must be delivered by email **and** by one of registered mail or courier:

- Notices of default, including under F.5
- Notices of termination under §3
- Notices of arrears under §5(e)
- Settlement Statements under §5(g)

c. SMS Messaging — Enrolment and Message Types

When you provide your phone number and opt in to receive text messages from Get More Digital, you will receive SMS communications related to customer support replies, automated appointment reminders, service updates, and account notifications. These messages are managed through our GoHighLevel platform. **Consent to receive SMS messages is not a condition of purchase**, and declining or withdrawing consent does not affect any Service.

d. SMS Messaging — Opt-Out and Help

You can cancel the SMS service at any time. Text **STOP** to **587.355.8216**. After you send STOP, we will send one SMS message confirming that you have been unsubscribed, after which you will receive no further SMS messages from us. If you want to join again, sign up as you did the first time.

If you are experiencing issues with the messaging program, reply with the keyword **HELP** for assistance, or contact us directly at **team@getmore.digital** or **587.355.8216**.

e. SMS Messaging — Rates and Frequency

Message and data rates may apply to messages sent to you from us and to us from you. Message frequency may vary based on your interaction with our services. For questions about your text or data plan, contact your wireless provider. Carriers are not liable for delayed or undelivered messages.

f. Limits on Electronic Communication

Nothing in subsections (c) to (e) permits service of a formal notice by SMS, and no SMS message constitutes a notice under this Agreement. Withdrawal of SMS consent does not withdraw consent to receive formal notices by email under §9(b).

The Service Provider's handling of phone numbers and messaging records is described in §14 and in the Privacy Policy.

FOUR — OWNERSHIP & CUSTODY

10

Intellectual Property

a. Client Pre-Existing IP

All intellectual property, content, data, and materials provided by the Client remain the exclusive property of the Client. The Client grants the Service Provider a limited, non-exclusive licence to use such materials solely for the purpose of providing services under this Agreement.

b. Work Product Ownership

For custom deliverables created specifically for the Client:

- Upon final payment, the Client receives full ownership rights to all custom work product
- Until final payment, the Client receives a licence to use the work product, with full ownership transferring upon payment completion
- The Client may modify owned work product without restriction after ownership transfer

Where a deliverable is Commissioned Software delivered under a Payment Plan, **Schedule F** governs and prevails over this subsection.

c. Service Provider Retained Rights — Background IP

The Service Provider retains ownership of:

- Pre-existing intellectual property, tools, templates, and methodologies
- General knowledge, techniques, and know-how developed independently
- Reusable code libraries, frameworks, and components not specific to the Client
- Improvements to the Service Provider's existing tools or methodologies developed during the engagement
- The right to adapt or deploy the underlying technologies using alternative branding, subject to the specific limitations made under a PSA

The property described in this subsection is "Background IP." Background IP is retained by the Service Provider permanently, both before and after final payment, buyout, or assignment. Where Background IP is embedded in a deliverable, the Client receives a perpetual, irrevocable, worldwide, non-exclusive, royalty-free licence to use, run, and modify it as part of that deliverable only, granted at the same time and on the same conditions as the deliverable itself. The Client may not extract, relicense, resell, or distribute Background IP on a standalone basis.

d. Joint Development

No intellectual property is jointly owned under this Agreement unless a PSA expressly says so, identifies the intellectual property concerned, and satisfies the requirements below. The fact that an engagement incorporates contributions from both parties does not create joint ownership.

How contributions are characterized instead. In the absence of an express joint development arrangement, everything produced in an engagement is one of the following, and nothing else:

- Background IP, owned by the Service Provider under §10(c);
- Client Materials, owned by the Client under §10(a);
- Commissioned Software, governed by Schedule F; or
- other custom work product, governed by §10(b).

Requirements, specifications, feedback, direction, testing results, and business rules supplied by the Client are contributions of direction, not authorship, and do not confer ownership or co-ownership. F.10 states this in full for Commissioned Software.

Requirements for an express joint development arrangement. A PSA creating jointly owned intellectual property must state:

- the intellectual property concerned, identified specifically and not by category;
- each party's ownership share;
- the scope, territory, and duration of each party's right to use and exploit it;
- whether either party may license, assign, or commercialize it, and on what terms;
- how revenue, if any, is shared and accounted for; and
- what happens to each party's rights on termination of the PSA.

Where a PSA is silent. Where a PSA creates jointly owned intellectual property but does not address a matter listed above, then in respect of that matter: each party may use and exploit the intellectual property for its own business purposes, in any territory, without the other's consent, without accounting, and without any obligation to share revenue; neither party may grant an exclusive licence over it, assign it, or grant security over it without the other's written consent; and each party's rights survive termination of the PSA.

Commissioned Software excluded. This subsection does not apply to Commissioned Software. Schedule F and F.10 govern it exclusively, and no joint development arrangement may be created in respect of Commissioned Software except by a PSA that expressly amends F.4.

e. Third-Party and Open Source IP

Both parties acknowledge that services may incorporate third-party intellectual property subject to separate licensing terms. Each party is responsible for obtaining necessary licences for third-party IP they provide or require for the engagement. Third-party and open-source components are licensed to the Client under their own terms and are not assigned by the Service Provider.

The Service Provider will maintain a list of open-source components incorporated into Commissioned Software and provide it on request, and will not knowingly incorporate a copyleft-licensed component in a manner that would require the Client to disclose the Client's own proprietary source code, without the Client's prior written consent.

f. IP Indemnification

Each party will indemnify the other against claims that their contributed materials or pre-existing IP infringe upon third-party intellectual property rights, provided the other party provides prompt notice of such claims and reasonable cooperation in defence.

Where a claim relates to a deliverable as delivered by the Service Provider and used as permitted, the Service Provider's remedy options are to procure the right for the Client to continue, to modify the deliverable so that it is non-infringing, or to refund the fees paid for the affected deliverable and terminate the affected PSA. This indemnity does not extend to claims arising from Client-provided materials, Client modifications, combination with items the Service Provider did not supply, or continued use after a non-infringing alternative has been provided.

g. Moral Rights and Chain of Title

To the extent permitted by the *Copyright Act*, the Service Provider waives in the Client's favour all moral rights in custom work product, including the rights of attribution and integrity, effective upon ownership transfer. Moral rights cannot be assigned in Canada, only waived.

The Service Provider warrants that it holds, or will hold prior to delivery, written assignments and moral-rights waivers from every employee and subcontractor contributing to custom work product, sufficient to give effect to the ownership transfer contemplated by this Agreement.

h. AI-Assisted Development

The Client acknowledges that the Service Provider may use AI-assisted development tooling in producing deliverables. The Service Provider remains responsible for the deliverables, exercises human skill and judgment in their design, selection, arrangement, and review, and the warranties in §15(a) and the indemnity in §10(f) apply regardless of the tooling used. The Service Provider will disclose the categories of tooling used upon request. Where the Client requires that no AI-assisted tooling be used, or that specific tools be excluded, this must be stated in the PSA and will be priced accordingly.

Because copyright protection in Canada depends on the exercise of human skill and judgment, custom work product is also protected as Confidential Information and trade secret under §13, and the Client's rights under this Agreement are contractual as well as proprietary.

11

Trust & Asset Protection

a. Client Assets Held in Trust

For services under the applicable PSAs, the Client may have assets "held in trust" by the Service Provider, including but not limited to:

- Domains, software licences, and platform accounts
- Hosting accounts, email tenancies, virtual addresses, and network resources
- Website designs and custom graphics created specifically for the Client
- Written content, documentation, and reports prepared for the Client
- Data, databases, and configurations specific to the Client's operations
- Mail and correspondence received on the Client's behalf

Where a service is held or administered in trust (a "Custodial Service"), the Service Provider holds the asset as the Client's agent and bare custodian. The Service Provider holds no beneficial interest in it, will keep it identifiable as held for the Client where the platform permits separation, and will act on the Client's reasonable written instructions in respect of it.

b. Asset Delivery and Access

The Service Provider will ensure that:

- All Client-owned assets are delivered in commonly accessible formats
- The Client receives necessary documentation, credentials, and access rights
- Assets are transferred within thirty (30) days of termination or written request
- Reasonable assistance is provided to facilitate asset transfer

Transfer is subject to the Client holding a compatible registrar, platform, or provider account capable of receiving the asset, and to any registry or platform lock period, transfer rule, or eligibility requirement.

c. Dispute Protection

Client-owned assets will not be:

- Withheld as leverage in any dispute or disagreement
- Used as collateral for unpaid invoices (separate collection procedures apply)
- Obstructed, encumbered, or made inaccessible due to relationship conflicts
- Deleted or destroyed without reasonable notice and opportunity for Client retrieval

This protection applies in every scenario, including where the Client is in default, where a Settlement Amount remains unpaid, and where the Settlement Window under §5(h) has closed.

d. Technical Transfer Issues

If asset transfer is delayed due to technical limitations, platform restrictions, or third-party requirements:

- The Service Provider will provide written notice explaining the delay and expected resolution timeline
- Alternative delivery methods will be explored and implemented when feasible
- The Client will retain access to assets through temporary arrangements when possible
- No additional fees will be charged for resolving transfer issues not caused by the Client

e. What Is Not a Client-Owned Asset

For the avoidance of doubt, the protections in this Section apply to assets the Client owns. They do not apply to, and the Service Provider is not obliged to deliver, transfer, or continue providing access to:

- Commissioned Software in which title has not yet passed to the Client under F.4
- The Service Provider's retained Background IP described in §10(c)
- Third-party licences, subscriptions, or registrations for which the Client has not paid
- The Service Provider's internal working materials, drafts, and tooling

Where the Client's data or content is embedded within Commissioned Software that has not been assigned, the Service Provider will export the Client's data and content in a commonly used machine-readable format under §11(b), separately from the software itself.

f. Scope of the Custodial Role

What the Service Provider does. In respect of a Custodial Service the Service Provider will: hold the asset for the Client and not for its own benefit; not deal with the asset adversely to the Client's interest; not sell, transfer, pledge, or encumber it; act on the Client's reasonable written instructions in respect of it; keep records sufficient to identify it as the Client's; and transfer it in accordance with §11(b) and §11(c). Those obligations are the substance of the custodial role and are not qualified by anything below.

What the Service Provider does not do. The custodial role does not extend to, and the Service Provider does not undertake: any duty to invest, insure, or preserve the value of the asset; any duty to account for profits beyond returning what it holds and disclosing amounts it has received on the Client's behalf; any duty to monitor a third-party registry or platform for the Client's benefit except as a Schedule expressly provides; or the role of escrow agent, bailee for reward, custodian of record for regulatory purposes, or investment or financial fiduciary. The Service Provider does not guarantee the continuing availability, renewal, pricing, or performance of any third-party registry or platform.

Liability. The Service Provider's liability arising out of a Custodial Service is limited as set out in §15(e), which states a separate cap for this Section. Nothing in this subsection limits the Client's rights under §11(b) or §11(c), which are performance obligations and are not subject to any monetary cap.

Administration fee. A reasonable administration fee may be charged for asset transfers, disclosed in advance. Payment of it is not a condition of transfer.

12

Continuity & Key-Person Protection

a. Acknowledgment

The Client acknowledges that the Service Provider is a small business and that delivery of services may depend on a small number of individuals.

b. Continuity Trigger

If the Service Provider ceases to carry on business, becomes insolvent, or the principal named in the PSA dies or becomes permanently incapacitated, then notwithstanding any outstanding Payment Plan:

The licence becomes unrestricted. Any licence granted under F.3 immediately becomes a perpetual, irrevocable, worldwide, royalty-free, fully transferable and sublicensable licence in respect of the deliverables as they then exist. The Client may thereafter use, modify, host, deploy, sell, licence, sublicense, distribute, assign, and commercialize those deliverables without restriction, without further payment, and without the consent of the Service Provider, its estate, or any successor. The restrictions in F.3, and the suspension and termination mechanics in F.5 and §5(k), cease to apply and cannot be revived.

No further payment is due. Every instalment not yet due at the date of the continuity trigger is extinguished, and no Settlement Amount, buyout figure, or other amount becomes payable by reason of the trigger. Instalments already due and unpaid at that date remain payable as an ordinary debt, but non-payment of them does not affect the licence granted above.

Release of materials. The Service Provider, its estate, or its representative will release to the Client the then-current source code, build instructions, configuration, and access credentials for the Client's systems, and will transfer custodial assets held under §11 to the Client or the Client's nominee.

Title remains available at the Client's election. The licence above is complete in itself and the Client need do nothing further. If the Client nevertheless wishes to hold title — for registration, resale, or its own assurance — the Client may elect in writing to take an assignment under F.4, and the Service Provider, its estate, or its representative will execute it on payment of any instalments already due and unpaid at the date of the trigger and nothing more. That election is the Client's alone and is never a condition of the rights granted above.

c. Escrow Option

The Client may request source code escrow with an independent third-party agent, at the Client's cost, on terms agreed in writing. Where escrow is in place, this Section operates through the escrow release conditions.

d. Successors and Assigns

Where the Service Provider assigns this Agreement or a PSA under §17(g), or where the Commissioned Software or the intellectual property in it is transferred to any successor, purchaser, affiliate, receiver, or trustee, that transfer is subject to and takes effect only together with the Client's rights under F.3, F.4, §5, and this §12. The Service Provider will procure the transferee's written acknowledgement of those rights as a condition of the transfer.

13

Confidentiality

a. Mutual Confidentiality Obligations

Both parties acknowledge that they may have access to confidential and proprietary information belonging to the other party. "Confidential Information" includes, but is not limited to:

- Business strategies, plans, and financial information
- Technical specifications, source code, and system architectures
- Client lists, pricing information, and marketing strategies
- Access credentials, passwords, and security protocols
- Project details, internal communications, and proprietary methodologies
- Any information marked as confidential or that would reasonably be considered confidential

b. Protection Standards

Each party agrees to:

- Maintain the confidentiality of all Confidential Information received
- Use Confidential Information solely for business purposes contemplated by this Agreement
- Implement reasonable security measures to protect against unauthorized disclosure
- Limit access to Confidential Information to employees and contractors with a legitimate need to know, who are bound by equivalent obligations
- Return or destroy Confidential Information upon termination of this Agreement, subject to F.8

c. Permitted Disclosures

Confidential Information may be disclosed only:

- With prior written consent of the disclosing party
- As required by law, court order, or government regulation (with advance notice to the disclosing party when legally permissible)
- To professional advisors bound by confidentiality obligations
- When the information becomes publicly available through no breach of this Agreement

d. Service Provider Marketing Rights

The Service Provider may, without the Client's consent and both during and after the term:

- describe the engagement in anonymized or generalized terms, including the type of work, the technologies used, the problem solved, and the outcome achieved, where the Client is not identified and cannot reasonably be identified;
- reference the general types of services it provides and the sectors it works in;
- publish aggregate metrics or results that cannot be attributed to any particular client;
- use information that is or becomes publicly available through no breach of this Agreement; and
- display, link to, screenshot, or reproduce any deliverable that the Client has itself made publicly available, including a public website, application, or published material, as delivered.

Identifying the Client. The Service Provider may identify the Client by name and logo as a client of the Service Provider — in a client list, portfolio, capability statement, proposal, or on its website — together with a factual description of the services provided. Such use must be factual and must not state or imply the Client's endorsement, recommendation, or approval of the Service Provider.

This permission does not apply, and no such use will be made, where the PSA states otherwise or where the Client gives written notice under the withdrawal paragraph below. The Client may give that notice at any time, before or during the engagement or after it ends, and need give no reason.

Requires the Client's express consent. Prior written consent is required for: a case study, article, or presentation that identifies the Client together with specific project details, metrics, or results; any testimonial or quotation attributed to the Client or its personnel; and any use that states or implies endorsement. Consent must be express. Silence, non-response, or failure to object is not consent, and no such use is deemed approved by the passage of time. Where the Service Provider submits a proposed case study for approval, the Client is asked but not obliged to respond within fifteen (15) business days; if the Client does not respond, consent has not been given and the material will not be used.

Trademark licence. For the permitted uses above, the Client grants the Service Provider a non-exclusive, royalty-free licence to reproduce and display the Client's name, logo, and trade-marks in their then-current form, in accordance with any brand guidelines the Client supplies. This licence is in addition to §10(a), which does not extend to marketing use.

Never disclosed. Nothing in this subsection permits disclosure of source code, system architecture, security configuration, access credentials, pricing, internal documents, personal information, or anything else within §13(f). Those remain confidential indefinitely regardless of any consent given under this subsection.

Withdrawal. The Client may withdraw a consent given under this subsection, or opt out of identification under it, on written notice. Withdrawal operates prospectively: the Service Provider will make no further use of the material and will remove it within thirty (30) days from properties it controls, but is not required to recall or alter material already printed, distributed, published by a third party, submitted in a live tender, or held in an archive or search index outside its control.

Relationship to §13(a) and §13(b). Use permitted by this subsection is an authorized use and disclosure of Confidential Information and is not a breach of §13(a) or §13(b).

e. Client Reference and Review Guidelines

The Client may speak freely. The Client, and its personnel, may describe its engagement with the Service Provider publicly, including in reviews, testimonials, referrals, tender responses, social media, and discussions with other businesses. No approval from the Service Provider is required, and nothing in this Agreement obliges the Client to obtain it. This applies equally to favourable and unfavourable statements, and to statements made during and after the term.

No non-disparagement obligation. This Agreement contains no non-disparagement clause and imposes no obligation on the Client to refrain from criticism. Nothing in this Agreement limits the Client's ability to complain to a regulator, professional body, or law enforcement, to give evidence, or to seek legal advice.

What remains confidential. The Client's right to speak is subject only to §13(a) and §13(f), which continue to apply. In particular, the Client will not publish source code, system or security architecture, security configuration, access credentials, the Service Provider's pricing or commercial terms, personal information, or information about any other client of the Service Provider. Where the Client wishes to describe technical detail that would otherwise fall within §13(a), the Service Provider will not unreasonably withhold consent and will respond within ten (10) business days.

Referrals. The Client may identify the Service Provider by name and logo when referring or recommending it to a third party. The Service Provider grants the Client a non-exclusive, royalty-free licence for that purpose.

Use of the Client's public statements. Where the Client publishes a review, testimonial, or comment about the Service Provider in a public forum, the Service Provider may reproduce it, in full or in fairly representative part and with attribution as published, in its own marketing materials. The Service Provider will cease doing so on the Client's written request, and will not reproduce a statement the Client has since removed or retracted. Reproduction under this paragraph does not require separate consent under §13(d).

False statements. Nothing in this subsection limits either party's remedies at law in respect of a statement that is false and damaging.

f. Duration

These obligations continue for three (3) years after this Agreement ends, and indefinitely in respect of source code, access credentials, security architecture, and personal information.

14

Data Protection & Privacy

a. Privacy Policy

The Service Provider's handling of personal information is described in its Privacy Policy at **getmore.digital/privacy**, which forms part of this Agreement.

b. Roles

Where the Service Provider processes personal information about the Client's customers, staff, or contacts in systems it builds or administers for the Client, it does so as the Client's service provider, on the Client's instructions. The Client remains the accountable organization for that information, including for having a lawful basis and the necessary consents, for the accuracy and legality of what is collected, for responding to access and correction requests from individuals, and for its own privacy notices.

c. Service Provider Commitments

In that role, the Service Provider will use the personal information only to provide the services, apply reasonable technical and organizational safeguards, bind subcontractors to equivalent obligations, notify the Client without undue delay and in any event within seventy-two (72) hours of becoming aware of a security incident affecting the Client's data, cooperate with the Client's breach assessment and any notification the Client must make, and return or delete the information on termination in accordance with the Privacy Policy.

d. Marketing and Messaging on the Client's Behalf

Where the Service Provider builds or operates email, SMS, or automated messaging on the Client's behalf, the Client is the sender for the purposes of Canada's Anti-Spam Legislation. The Client is responsible for holding valid express or implied consent for every recipient and for maintaining consent records. The Service Provider will implement identification and unsubscribe mechanisms, honour unsubscribes, and may refuse or suspend a campaign where it has reasonable grounds to believe it is non-compliant.

This subsection concerns messaging the Service Provider sends *for* the Client. Messaging the Service Provider sends *to* the Client is governed by §9(c)–(f).

e. Cross-Border Processing

Delivery of the services involves service providers located outside Canada, including in the United States. The Privacy Policy identifies the categories of provider, the purposes, and the contact for questions about this. Where the Client requires that information remain in Canada, this must be stated before the engagement begins; data residency constrains platform choice and may affect cost and functionality, and is not the default.

15

Warranties, Liability & Insurance

a. Service Standards

The Service Provider warrants that all services will be performed in a professional and workmanlike manner, consistent with generally accepted industry standards for similar services. All work will be completed within the scope and specifications outlined in the applicable PSA.

b. Third-Party Systems Disclaimer

The Service Provider makes no warranties or representations regarding the performance, reliability, availability, or security of third-party platforms, software, hosting services, registries, or systems. The Service Provider shall not be liable for any delays, interruptions, data loss, or service failures caused by third-party providers, including but not limited to web hosting services, cloud platforms, domain registries, CRM and messaging platforms, payment processors, or software applications not directly controlled by the Service Provider.

c. Client Implementation Responsibility

The Client acknowledges and agrees that they are solely responsible for the implementation, use, and integration of all services, recommendations, and deliverables within their business operations. The Service Provider shall not be liable for any losses, damages, business interruptions, or adverse outcomes resulting from:

- The Client's misuse or misapplication of services or deliverables
- Internal business decisions made by the Client or their representatives
- Failure to follow recommended procedures or best practices
- Unauthorized modifications to delivered work products
- Communication failures or misunderstandings on the Client's part

d. Insurance Requirements

The Client is required to maintain appropriate insurance coverage when the scope of liability falls outside the Service Provider's responsibilities as outlined in the applicable PSA. This may include cybersecurity insurance if the nature, size, or scope of services reasonably warrants such coverage. Cybersecurity insurance is warranted for Clients who:

- Handle sensitive customer data beyond basic personal information, or
- Operate in regulated industries (e.g., finance, healthcare)

For Clients or engagements with minimal risk exposure, the Service Provider's coverage may apply, provided the Client is not directly negligent. The Client must provide proof of all required insurance coverage upon request. The Service Provider reserves the right to suspend services if adequate coverage is not maintained, other than a licence granted under F.3, which may be suspended only as set out in F.5.

e. Limitation of Liability

General cap. Except in cases of gross negligence, willful misconduct, or claims arising directly from the Service Provider's limited scope of responsibility, the Service Provider's total liability for any claims arising out of or related to this Agreement shall not exceed the total amount paid by the Client under the applicable PSA in the twelve (12) months preceding the claim.

Separate cap for Custodial Services. The Service Provider's total liability for all claims arising out of or related to §11, or to any Custodial Service, shall not exceed the greater of (i) twenty-five thousand dollars ($25,000) and (ii) the total amount paid by the Client under the applicable PSA in the twelve (12) months preceding the claim. This cap applies in place of the general cap above in respect of those claims, and applies in the aggregate across all such claims however many they are. It does not apply to gross negligence, willful misconduct, or a deliberate withholding of a Client-owned asset contrary to §11(c).

Performance obligations are not capped away. Neither cap limits or excuses the Service Provider's obligations to transfer, release, or export a Client-owned asset under §11(b), §11(c), §5(k), A.13, or H.13. Those are obligations to perform, and the Client may enforce them by specific performance or injunction irrespective of any monetary cap.

Excluded losses. Neither party is liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits, lost revenue, lost business, lost goodwill, loss of anticipated savings, or loss or corruption of data, however caused. This limitation does not apply to fraud or fraudulent misrepresentation, death or personal injury caused by negligence, the indemnity in §10(f), breach of §13, the Client's obligation to pay Fees, or any liability that cannot be limited at law.

The Service Provider maintains professional liability insurance and will cooperate with reasonable claims investigations. The Service Provider's role in respect of advisory services is supportive; it does not assume operational control or management responsibility for the Client's business operations.

f. Security and Access Management

The Client is solely responsible for implementing and maintaining appropriate security measures for all systems, accounts, and data within their control. While the Service Provider may provide security assistance and best practices guidance, the Client must:

- Implement and maintain secure password policies and access controls
- Regularly update and monitor all security credentials
- Ensure compliance with applicable data protection regulations
- Notify the Service Provider immediately upon suspecting that a credential or account has been compromised

The Service Provider assumes no responsibility for security breaches, data loss, or unauthorized access resulting from the Client's security practices or failures. Where the Service Provider administers infrastructure, it will apply reasonable security configuration and patching for that infrastructure.

g. Mutual Warranties

Each party warrants that:

- They have the full corporate power and authority to enter into these agreements
- The execution and performance of these agreements will not violate any other agreement to which they are bound
- All information provided to the other party is accurate and complete to the best of their knowledge

h. Disclaimer of Other Warranties

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICE PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE SERVICE PROVIDER DOES NOT WARRANT THAT SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR WILL MEET THE CLIENT'S SPECIFIC BUSINESS OBJECTIVES.

SIX — DISPUTES & GENERAL

16

Dispute Resolution

a. Informal Resolution

Both parties agree to make good faith efforts to resolve any disputes through direct communication and negotiation before pursuing formal procedures. This includes:

- Prompt notification of concerns or disagreements
- Reasonable attempts to understand and accommodate the other party's position
- Documentation of issues and proposed solutions

If a dispute is not resolved under this subsection within thirty (30) days of written notice of it, either party may give an escalation notice and proceed under §16(b).

b. Mediation

Before commencing proceedings, either party may require the dispute to be referred to mediation before a single mediator, and the other party will participate. The parties will jointly appoint a mediator or, failing agreement within ten (10) business days, request an appointment through the ADR Institute of Alberta. Mediation will be conducted by video conference unless the parties agree otherwise, and the mediator's fees and any administrative charges will be shared equally.

Mediation is intended to be quick and proportionate. If the dispute is not resolved within thirty (30) days of the mediator's appointment, either party may proceed under §16(c) without further step. Neither party is obliged to mediate more than once in respect of the same dispute.

Mediation is not required, and this subsection does not delay proceedings, where: the dispute is an expedited dispute under §16(c); a party seeks urgent injunctive relief under §16(f); the claim is for an undisputed unpaid amount; or a limitation period would expire.

Mediation is without prejudice. What is said in mediation is not admissible in any proceeding except to prove the terms of a settlement reached.

c. Forum and Venue

Forum. Subject to the mediation step above:

- A claim for a sum of money within the monetary jurisdiction of the Alberta Court of Justice for civil claims (currently $100,000) may be commenced by either party in that Court. This is intended to be the ordinary route for smaller disputes, and neither party will require arbitration of a claim that can be brought there.
- A claim for a sum of money exceeding that limit may be commenced by either party in the Court of King's Bench of Alberta.
- A dispute that is not a claim for a sum of money — including any dispute about ownership of, title to, or entitlement to Commissioned Software, or any claim for declaratory or injunctive relief — may be commenced in the Court of King's Bench of Alberta.
- The parties may agree in writing, at any time and in respect of any dispute, to resolve it instead by binding arbitration before a single arbitrator under the rules of the ADR Institute of Alberta. Arbitration is available by agreement only and is not imposed on either party.

Expedited disputes. Where a dispute concerns a notice of default under F.5, the calculation of a Settlement Amount, or the ownership of or entitlement to Commissioned Software, either party may commence proceedings immediately without the informal or mediation steps above, and will seek the earliest available hearing or, where the parties have agreed to arbitration, the expedited procedure of the ADR Institute of Alberta.

Venue. Proceedings will be conducted in Red Deer, Calgary, or Edmonton, Alberta, or by video conference, as the parties agree or as the Court directs. Failing agreement within fifteen (15) business days, and subject to the Court's own rules as to where a proceeding must be filed or heard, the parties will proceed in Red Deer, Alberta, with attendance by video conference where the Court permits it.

d. Effect on the Settlement Window

Where the Client disputes in writing and with reasons whether a default identified in a notice of default under F.5 has occurred, and does so within ten (10) business days of receiving that notice:

- the Settlement Window in §5(h) does not begin to run, or if it has begun is suspended, until the dispute is resolved;
- the licence under F.3 continues in force and will not be suspended in respect of the disputed default;
- the Client must continue to pay every instalment not itself in dispute, including each Minimum Instalment, and must comply with §5(d) in respect of any disputed instalment; and
- the Service Provider may continue to withhold further development under §5(e)(3).

This subsection does not apply, and the Service Provider may suspend the licence under F.5 notwithstanding a dispute, where the alleged default is a breach of §7(h), or where the Client's continued use presents a material risk of legal liability, security compromise, or platform termination to the Service Provider or a third party. In that case the Service Provider will pursue interim relief or an expedited determination promptly.

If the Client fails to maintain the payments required above, this subsection ceases to apply and the Settlement Window resumes on five (5) business days' written notice.

e. Costs and Fees

Each party will bear their own legal costs and fees unless otherwise awarded by the court or arbitrator. The prevailing party in disputes involving clear breach of contract may be awarded reasonable legal fees and costs. Mediator's fees under §16(b) are shared equally regardless of outcome, unless a court or arbitrator orders otherwise.

f. Interim Relief and Collection

Nothing in this Section prevents either party from seeking urgent injunctive relief, or the Service Provider from commencing collection proceedings in respect of undisputed unpaid amounts.

17

General Provisions

a. Applicable Law

This Agreement is governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to conflict of law principles.

b. Jurisdiction

The parties submit to the exclusive jurisdiction of the courts of Alberta for any legal proceedings related to this Agreement.

c. Entire Agreement

This Agreement, together with all executed PSAs, Clarification Agreements and other written amendments, constitutes the complete and exclusive agreement between the parties concerning the subject matter hereof. This Agreement supersedes all prior negotiations, representations, or agreements relating to the subject matter. Nothing in this subsection excludes liability for fraudulent misrepresentation.

d. Amendments

This Agreement may be amended only by a written and confirmed instrument. For the purposes of this subsection, an invoice memo note under §6(e) and a Clarification Agreement under §6(f) are written instruments, and are confirmed in the manner those subsections describe. Verbal modifications are not binding, though documented verbal agreements may be considered as evidence of intent in dispute resolution proceedings.

Nothing in this subsection permits an amendment that §6(b) requires to be signed by both parties to be effected in any other way.

e. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions will continue in full force and effect, and the invalid provision will be replaced with a valid provision that most closely reflects the original intent.

f. Force Majeure

Neither party is liable for delay or failure to perform an obligation under this Agreement to the extent caused by an event beyond its reasonable control, including acts of God, wildfire, flood, extreme weather, earthquake, government action or order, war, civil unrest, terrorism, epidemic or pandemic, labour disruption affecting a third party, cyberattack on a third party's infrastructure, and failure of utilities, telecommunications, or internet infrastructure (a "Force Majeure Event"). The affected obligations are suspended for the duration of the event, and only to the extent affected.

What is not a Force Majeure Event. An event is not a Force Majeure Event where it results from the affected party's own breach of this Agreement, its own negligence, or its failure to maintain security, patching, or backups for which it is responsible under this Agreement. A party's lack of funds, inability to pay, loss of financing, loss of a customer, or change in its commercial circumstances is never a Force Majeure Event.

Payment is never excused. The obligation to pay money — including Fees, instalments under a Payment Plan, Minimum Instalments, interest, and a Settlement Amount — is not suspended or excused by a Force Majeure Event, provided a means of payment remains available. Where the Client's usual payment method is unavailable because of a Force Majeure Event, payment is due within five (5) business days of it becoming available again.

Notice and mitigation. A party relying on this subsection will notify the other in writing promptly, and in any event within five (5) business days of becoming aware, describing the event, the obligations affected, and its expected duration, and will update that estimate as it changes. Each party will use reasonable efforts to mitigate the effect and resume performance, and will notify the other when the event ends. A party that does not give notice may not rely on this subsection for the period before notice is given.

Effect on a Payment Plan. Where a Force Majeure Event prevents the Service Provider from delivering a milestone under a Commissioned Software PSA for more than thirty (30) days, §8(j) applies and the Client may elect to pause the instalment attributable to that milestone until it is delivered. Where the event prevents delivery of a recurring service bundled into a Payment Plan, the instalment reduces to the Minimum Instalment for the affected period under §5(a). A Force Majeure Event is not a default by either party and is not a default under F.5.

Termination. Where a Force Majeure Event continues for more than sixty (60) days, either party may terminate the affected PSA on written notice, with Fees payable for work performed to that date.

Commissioned Software. Where the affected PSA is a Commissioned Software PSA under an active Payment Plan:

- termination under this subsection does not suspend or revoke the licence granted under F.3, accelerate the Payment Plan, or defeat the assignment condition in F.4;
- the Client may continue paying the remaining Minimum Instalments on the dates already scheduled and will take title under F.4 when the conditions there are satisfied, or may instead elect to buy out early under §5(i);
- where the Service Provider terminates, the Settlement Amount excludes any amount attributable to development not performed; and

- where the Force Majeure Event permanently prevents the Service Provider from performing, §12(b) applies as though a continuity trigger had occurred.

Relationship to §8(k). Unavailability of a third-party platform or dependency is governed by §8(k). This subsection applies where the event affects a party's own ability to perform.

g. Assignment

Neither party may assign this Agreement without the prior written consent of the other party, except that the Service Provider may assign this Agreement to an affiliated entity or in connection with the sale of substantially all of its assets. Any such assignment is subject to §12(d).

h. Non-Solicitation

During the term of a PSA and for six (6) months after it ends, the Client will not solicit for employment any individual who performed work for the Client under that PSA as an employee or subcontractor of the Service Provider, without the Service Provider's written consent.

This does not restrict: general public advertising and the hiring of a person who responds to it without targeted solicitation; the hiring of a person who approaches the Client on their own initiative; or the engagement of any person as a permitted contractor under F.3.

i. Waiver

A failure or delay in exercising a right is not a waiver of it. A waiver is effective only if made in writing and signed by the waiving party.

j. Notices

Formal notices are given under §9(b).

k. Counterparts and Electronic Signature

This Agreement may be executed electronically and in counterparts, each of which constitutes an original.

SEVEN — SERVICE SCHEDULES

Each Schedule below applies only where the Service in question is engaged under a PSA. A Schedule applies **in addition to** Parts One to Six, and ranks above them where the two conflict (§1(b)).

Schedule A

Domain Names

A.1.

Domains may be registered, renewed, transferred, and managed in the Client's name or, where the PSA so provides, in the Service Provider's name as custodian under §11.

A.2.

Domain registration is subject to the rules of the registry, registrar, and ICANN, including dispute resolution policies, WHOIS and privacy rules, transfer locks, and eligibility requirements, which override this Schedule where they conflict.

A.3.

Registration of a .ca domain requires the Client to meet the Canadian Presence Requirements set by the Canadian Internet Registration Authority. Where a .ca domain is registered in the Service Provider's name as custodian, the Service Provider is the registrant of record for CIRA purposes, and later transfer to the Client depends on the Client meeting those requirements at that time.

A.4.

The Service Provider will use reasonable efforts to renew domains before expiry, provided the renewal fee has been paid in advance or automatic renewal authorized. The Service Provider is not liable for a domain that lapses, is redeemed at a premium, or is registered by a third party where the Client did not pay, did not respond to a renewal notice, or provided incorrect contact details.

A.5.

The Client will keep registrant contact information accurate; inaccurate WHOIS data can result in registry suspension.

A.6.

The Service Provider does not guarantee that a particular domain is available, or that the Client's use of a domain does not infringe a third party's trademark. Trademark clearance is the Client's responsibility.

A.7.

On termination of the applicable PSA or this Agreement, or on the Client's written request at any time, the Service Provider will transfer each domain held in custody under §11 to a registrar account the Client controls, in accordance with §11(b), providing the authorization or EPP transfer code, removing any registrar lock it has applied, and approving the transfer promptly on the Client's initiation of it.

A.8.

Transfer is subject to any registry or registrar transfer lock, including a lock applied following recent registration, transfer, or change of registrant, and to the eligibility rules in A.2. Where a lock prevents transfer, §11(d) applies and the domain will be transferred as soon as the lock expires.

A.9.

Until transfer completes, the Service Provider will maintain the domain's existing DNS configuration and will not modify, redirect, or remove records except on the Client's written instruction or under §2(f).

A.10.

Where a renewal falls due before transfer completes, the Service Provider will renew the domain at the Client's cost provided the renewal fee is paid in advance, and will notify the Client at least fifteen (15) days before the renewal date so it can arrange payment. The Service Provider is not obliged to fund a renewal at its own cost.

A.11.

Where a .ca domain is registered in the Service Provider's name as custodian, transfer depends on the intended registrant satisfying CIRA's Canadian Presence Requirements at the time of transfer, as A.3 describes. Where the Client does not satisfy those requirements, the Service Provider will hold the domain as custodian for a further sixty (60) days from the transfer request to allow the Client to nominate a qualifying registrant, which may be the Client itself, a Canadian affiliate, a person qualifying by reason of a registered Canadian trade-mark, or a third-party qualifying service.

A.12.

Where no qualifying registrant is nominated within that period, the parties may agree in writing that the Service Provider continues to hold the domain as custodian at the Client's cost, on terms recorded in a PSA. Absent such agreement, the Service Provider may cease to hold the domain, but only on thirty (30) days' prior written notice given under §9(b) stating the date on which it will cease and the consequence for the domain. The Service Provider will not transfer the domain to a third party, offer it for sale, or use it for its own purposes.

A.13.

A domain held in custody is a Client-owned asset under §11(a). This Schedule operates in accordance with §11(c) whether or not any amount is outstanding: a domain will not be withheld, allowed to lapse, or made inaccessible on account of unpaid Fees, a disputed invoice, or an unpaid Settlement Amount. Transfer will be effected within thirty (30) days of written request, in accordance with §11(b) and subject to A.8. A reasonable administration fee under §11(f) and the renewal cost in A.10 may be charged, disclosed in advance, but payment of neither is a condition of transfer.

A.14.

Once a domain is transferred, the Service Provider has no further obligation in respect of it, including renewal, DNS, WHOIS accuracy, or registry compliance, and A.4 and A.5 cease to apply to it.

Schedule B

Hosting

B.1.

Hosting, deployment, and related infrastructure may be provided on the Service Provider's own accounts or on third-party platforms as described in the PSA.

B.2.

Where hosting is administered in trust, the platform account is held under §11. Some platforms do not permit account transfer; in that case the Service Provider will migrate the Client's resources to an account the Client controls.

B.3.

The Service Provider will use commercially reasonable efforts to maintain availability. Unless the PSA includes a written service level agreement with defined targets and credits, no uptime guarantee applies. Scheduled maintenance will be notified in advance where reasonably practicable.

B.4.

Backups are included only where the PSA so provides, at the frequency and retention stated. Where included, the Service Provider will use reasonable efforts but does not guarantee that a particular backup will be complete or restorable.

B.5.

Where the PSA states resource limits, exceeding them may result in additional charges or throttling, on notice.

Schedule C

Email

C.1.

The Service Provider may provision, configure, migrate, and administer business email, including domain authentication records (SPF, DKIM, DMARC), routing, aliases, and mailbox provisioning.

C.2.

Where email is administered in trust, the tenancy or provider account is held under §11.

C.3.

The Service Provider does not monitor, read, or moderate the content of Client email except as strictly necessary for troubleshooting, security investigation, or where required by law.

C.4.

Deliverability, inbox placement, and sender reputation are not within the Service Provider's control and are not guaranteed. Mail may be delayed, filtered, or rejected by receiving systems.

C.5.

Sending unsolicited commercial electronic messages, purchased lists, or high-complaint campaigns from infrastructure administered by the Service Provider damages shared sending reputation. The Service Provider may suspend sending immediately where complaint rates, bounce rates, or blocklisting create risk to the Service Provider or other clients.

C.6.

Unless the PSA includes an archiving or retention service, the Service Provider does not retain copies of Client mail beyond the provider's default settings, and is not responsible for preserving mail for litigation hold, regulatory retention, or discovery.

Schedule D

Virtual Identities

D.1.

The Client may use the address for the business purposes stated in the PSA. The Client will not use it to misrepresent its location or identity, to evade identity or address verification by a bank, regulator, or counterparty, in connection with fraud, or in breach of §7(h).

D.2.

Use of the address as a corporate registered office, records office, or address for service requires the Client's written notice and the Service Provider's written agreement. Alberta's *Business Corporations Act* imposes requirements on registered and records offices, and legal documents may be validly served at that address. The Service Provider will not accept, and is not liable for, service of legal process where written agreement to act as address for service has not been obtained.

D.3.

The Service Provider may require government-issued identification, proof of business registration, and a signed mail-handling authorization before providing the service, and may refuse or terminate the service where the Client cannot be verified.

D.4.

The Service Provider will use reasonable efforts to receive, log, and forward or scan mail in accordance with the PSA. Receipt, logging, scanning, forwarding, and delivery by any particular time are not guaranteed, and liability for lost, delayed, damaged, or misdirected mail is limited to the fees paid for the affected period. The Service Provider is not a courier or common carrier.

D.5.

The Service Provider may refuse or return parcels beyond the size, weight, or volume stated in the PSA; perishable, hazardous, controlled, restricted, or illegal items; cash, negotiable instruments, or valuables; and items requiring signature or customs handling not agreed in advance.

D.6.

Mail unclaimed or unforwarded for more than thirty (30) days may be returned to sender. Where the service is terminated or suspended, mail received afterward may be returned to sender or, after thirty (30) days, destroyed — other than items appearing to be legal or government correspondence, which will be returned to sender.

D.7.

The address is shared. The Client has no tenancy, lease, licence to occupy, or other interest in the premises, and no right of physical access unless the PSA so provides.

Schedule E

Virtual Networks

E.1.

The Service Provider may design, deploy, and administer private networking services, including virtual private networks, tunnels, zero-trust access, DNS, firewall and routing policy, and network segmentation.

E.2.

Where a network is administered in trust, the controlling platform account or tenancy is held under §11.

E.3.

A virtual network reduces certain risks but does not make the Client's systems secure. The Service Provider does not warrant that the Client's network, endpoints, or data cannot be compromised, and is not a managed security service, security operations centre, or incident-response provider unless the PSA expressly so provides.

E.4.

The Client is responsible for the security and patch state of devices it connects, for user provisioning and de-provisioning decisions, for notifying the Service Provider promptly when a user should lose access, and for lawful use of the network by its users.

E.5.

Network and access logs are retained as described in the Privacy Policy. Where the Client requires a specific retention period for compliance, it must be stated in the PSA.

E.6.

Network changes can cause interruption. Material changes will be scheduled in agreed windows where practicable; urgent changes may be made without notice to address an active security threat. The Service Provider will notify the Client of any urgent change made without notice, in accordance with §2(f).

Schedule F

Commissioned Software Development

F.1. Scope and Specification

The PSA sets out the scope, specification, milestones, deliverables, fees, and Payment Plan. Anything not described in the PSA is out of scope. Estimates of time and effort are estimates; fixed-price PSAs are fixed to the scope stated, and changes are handled under §6. Where the PSA describes an iterative or phased engagement, each phase's scope is confirmed in writing before that phase begins.

F.2. Delivery and Acceptance

- The Service Provider will notify the Client when a deliverable or milestone is ready for review
- The Client has twelve (12) business days to test it against the specification and either accept it in writing or provide a written list of specific, reproducible failures to meet the specification
- The Service Provider will correct notified failures within a reasonable period and resubmit, repeating until acceptance
- A deliverable is deemed accepted if the Client does not respond within the review period, or if the Client uses it in production or makes it available to its own customers or end users, whichever occurs first

Acceptance triggers the related Payment Plan milestone. Acceptance does not waive the warranty in F.6 or the service standard in §15(a).

F.3. Rights During the Payment Plan

Title is retained. Until the conditions in F.4 are satisfied, the Service Provider owns all intellectual property in the Commissioned Software. No assignment, transfer, or equitable or beneficial interest in it passes to the Client before that time, and none is held in trust for the Client.

A licence is granted. From the date of first delivery, and for so long as the Client is not in default, the Service Provider grants the Client a non-exclusive, non-transferable, non-sublicensable licence to install, host, run, use, and modify the Commissioned Software for the Client's own internal business purposes and to serve the Client's own customers, in the territory stated in the PSA or worldwide if none is stated.

Revocation. The licence is revocable **only** in accordance with F.5 and §5(k). It is not revocable at will, on notice, on termination of this Agreement, or for any reason other than an uncured default as defined in F.5.

Restrictions while the Payment Plan is outstanding. Until title assigns under F.4, the licence does not permit the Client to sell, licence, or make source code available to a third party; or to assign or transfer it, including as part of a sale of the Client's business or assets, without the Service Provider's written consent. The Client will preserve copyright, authorship, and licence notices in the source.

Permitted contractors. The restrictions above do not prevent the Client engaging a third party. The Client may permit a third party to host, deploy, operate, maintain, or modify the Commissioned Software on the Client's behalf and for the Client's own internal business purposes, provided that third party:

- acts only on the Client's instructions and for the Client's benefit;
- is bound by confidentiality obligations no less protective than §13; and
- does not use the Commissioned Software for its own purposes or for any other person.

The Client remains responsible for that third party's compliance with this Schedule, and on request will identify any third party engaged under this paragraph. Engaging a contractor under this paragraph is not a sublicence, assignment, or transfer for the purposes of the restrictions above, is not a default under F.5, and is available to the Client whether or not the working relationship with the Service Provider continues — including after termination under §3(b) or §17(f).

Lifting the restrictions. The Client may bring these restrictions to an end at any time by prepaying the outstanding balance under §5(a) or by buying out under §5(i), on which title assigns under F.4. The Service Provider will not withhold consent to an assignment or transfer where the Settlement Amount, or the outstanding balance of the Payment Plan, is paid on or before completion of that transaction.

After assignment. On assignment under F.4 this clause ceases to have effect. The Client may thereafter use, modify, host, sell, licence, sublicense, distribute, assign, and commercialize the Commissioned Software without restriction and without further payment to or consent from the Service Provider, subject only to §10(c) in respect of Background IP on a standalone basis, and to §10(e) in respect of third-party and open-source components. A PSA may vary this paragraph, including by granting the Client exclusivity or by restricting the Service Provider's rights under §10(c).

Source code access — Service Provider Controlled Access. During the Payment Plan the Client receives a running deployment of the Commissioned Software, and "Service Provider Controlled Access" to its source.

Service Provider Controlled Access means:

- read access to the source in a repository, environment, or session that the Service Provider hosts and controls, for the purposes of review, verification, audit, and security assessment;
- access for the Client's named personnel and for any permitted contractor under this F.3, on request and without charge, within five (5) business days of the request;
- no right to clone, fork, download, export, or retain a copy of the source outside the Service Provider's environment, and no right to disclose it to anyone other than a person permitted above;
- the Service Provider will not restrict the scope of what may be read, will not require its own attendance as a condition of access, and will not use this clause to withhold visibility of the work; and
- access continues for so long as the licence continues, and is not suspended except where the licence is suspended under F.5.

The Client may instead or additionally require source code escrow under §12(c), at the Client's cost. On assignment under F.4, or on a continuity trigger under §12(b), the Client receives a full and unrestricted export of the source, build instructions, and configuration, and this clause ceases to apply.

F.4. Assignment — When the Software Becomes the Client's

Title to the Commissioned Software assigns to the Client **automatically, without further action or documentation**, on the date all of the following have occurred:

- The Client has paid the Total Software Consideration in full, together with all accrued interest and all amounts attributable to the Commissioned Software under approved change notes as described in §5(a)
- Where the PSA provides a buyout figure separate from the Payment Plan, that figure has been paid
- The Client is not in uncured monetary default, in an amount exceeding five hundred dollars ($500), under this PSA or under another PSA that relates to the Commissioned Software, following notice under §3(b)

For the purposes of the third condition, a PSA "relates to the Commissioned Software" only where it provides for the hosting, support, maintenance, or continued development of that Commissioned Software. A default under an unrelated PSA, a non-monetary breach, a disputed amount under §4(g) or §5(d), and a monetary default of five hundred dollars ($500) or less do not affect assignment, and where such a default is the only matter outstanding, assignment occurs and the amount remains an ordinary debt.

On assignment, the Service Provider assigns to the Client all its right, title, and interest worldwide in the Commissioned Software, including copyright, for the full term of protection, together with the right to sue for past infringement. §10(c) continues to govern Background IP, and §10(e) continues to govern third-party and open-source components.

Upon written request and at the Client's cost, the Service Provider will sign a short-form confirmatory assignment and any documents reasonably required to record the assignment with a registry. Assignment is effective on satisfaction of the conditions above whether or not that document is signed.

Preservation of the assignment path. For so long as a Payment Plan remains outstanding and the Client is not in uncured default, the Service Provider will not:

- assign, sell, transfer, licence exclusively, charge, encumber, or grant any security interest over the Commissioned Software or the intellectual property in it, otherwise than subject to this F.4 and §12(d);
- delete or fail to preserve the then-current source code, build instructions, and configuration; or
- take any step whose purpose or effect is to prevent the assignment condition in this F.4 from being satisfied.

Exhaustive conditions. The conditions in this F.4 are the **only** conditions on assignment. No further consent, act, payment, or countersignature by the Service Provider is required, and the Service Provider may not add to, vary, or reinterpret these conditions except by signed amendment under §6(b).

F.5. Default and Cure

The Client is in default under this Schedule **only** if:

- an instalment or invoice remains unpaid after the arrears process in §5(e) and the cure period below;
- the Client breaches the licence restrictions in F.3, other than by engaging a permitted contractor in accordance with F.3;
- the Client breaches §7(h) in a manner affecting the Commissioned Software; or
- the Client becomes insolvent as described in §3(b).

No other event constitutes a default under this Schedule. In particular, termination of this Agreement under §3(a), termination for behavioural cause under §3(b) or §7(g), suspension under §4(e) or §15(d), suspension under §7(e), a force majeure event under §17(f), scheduling adjustments under §8(j), suspension of Client Software under H.9, and non-payment of fees under any other Schedule are **not** defaults under this Schedule.

The Service Provider will give written notice of default identifying what is deficient and what is required to cure it. A notice of default in respect of a payment default may not issue before the date stated in §5(e)(4). The Client has ten (10) days to cure a payment default and fifteen (15) days to cure any other default, in each case running from receipt of the notice.

Upon an uncured default — meaning the applicable cure period has expired without cure, without a genuine dispute raised under §5(d), and without a dispute of the default itself under §16(d) — the Service Provider may suspend the licence and access to the Commissioned Software and its hosting, withhold further development, and, after the Settlement Window in §5(h) closes without cure or settlement, terminate the licence and the PSA. Suspension is not termination; the licence is dormant rather than ended, and revives upon cure or settlement.

F.6. Warranty Period

For ninety (90) days after acceptance of a deliverable, the Service Provider will correct, at no charge, any reproducible failure of that deliverable to perform materially in accordance with the specification in the PSA. This does not extend to faults caused by Client modifications, third-party platform changes, Client misuse, or environments the Service Provider did not specify.

F.7. Third-Party Accounts and Dependencies

Where the Commissioned Software depends on the Client's third-party accounts, API keys, or subscriptions, the Client is responsible for those accounts, their terms, and their ongoing costs, including after the engagement ends.

F.8. Post-Assignment

Following assignment, the Service Provider has no obligation to maintain, host, support, or update the Commissioned Software unless a separate maintenance or hosting PSA is in effect. The Service Provider may retain one archival copy for the limited purposes of defending a claim, satisfying a legal obligation, and evidencing its warranties, held under §13 and used for no other purpose. The warranty in F.6 and the indemnity in §10(f) survive assignment for the periods stated.

F.9. Order of Operations

Where more than one provision of this Agreement could apply to the Commissioned Software, the following order applies:

1. this Schedule F;
2. §5 (Payment Plans, Default & Settlement);
3. §12 (Continuity & Key-Person Protection), which overrides both of the above where a continuity trigger has occurred;
4. §10 (Intellectual Property), except §10(b), which is displaced entirely;
5. the remainder of Parts One to Six.

Item 3 operates in the Client's favour only. Where a continuity trigger has occurred, §12(b) grants the Client rights at least equal to those it would have held under this Schedule, and nothing in item 3 removes the Client's election to take an assignment under F.4 as §12(b) provides.

§11 (Trust & Asset Protection) applies to the Client's data, content, and custodial assets in every scenario and is not displaced by this Schedule; §11(e) governs the boundary.

F.10. Client Contributions and Client Materials

Feedback and direction. Comments, feedback, requirements, specifications, priorities, testing results, business rules, and direction supplied by the Client are contributions of requirement and direction, not of authorship. They do not make the Client or any of its personnel an author or joint author of the Commissioned Software, give rise to no copyright or other intellectual property interest in it, and are not a joint development for the purposes of §10(d), which does not apply to Commissioned Software.

Client Materials. Where Client Materials are incorporated into the Commissioned Software, §10(a) continues to apply and the Client retains ownership of them. The Client grants the Service Provider a licence to use, reproduce, and modify those Client Materials as incorporated, for so long as the Service Provider owns the Commissioned Software under F.3 and for the purposes of F.6 and F.8.

Client personnel contributing code. Where the Client, or any employee, contractor, or agent of the Client, contributes code, configuration, or other authored material directly to the Commissioned Software, the Client assigns to the Service Provider all intellectual property in that contribution and warrants that it holds the assignments and moral-rights waivers necessary to give effect to that. On assignment under F.4 the contribution passes to the Client with the rest.

Relicensing. Before relicensing the Commissioned Software to a third party following the closing of a Settlement Window under §5(k), the Service Provider will remove or replace all Client Materials. Where a Client Material cannot be separated, relicensing of that portion requires the Client's written consent. The Client's rights in Client Materials on a standalone basis are unaffected.

Schedule G

Software as a Service

Where the Service Provider makes its own software available to the Client on a subscription basis, rather than developing software for the Client, this Schedule applies **instead of Schedule F or H**.

G.1.

The Client receives a non-exclusive, non-transferable, revocable right to access and use the service during the subscription term, for its internal business purposes and the permitted number of users. No intellectual property is assigned and no buyout right arises unless the PSA expressly so provides.

G.2.

The Client will not copy, reverse engineer, decompile, or attempt to derive source code; resell, sublicense, or provide the service to third parties as a service bureau; benchmark or publish performance results without consent; circumvent usage limits; or use the service to build a competing product.

G.3.

The Client owns its data, which is processed under §14 and exported on termination under §3(e).

G.4.

The Service Provider may add, change, or remove features, but will not materially reduce core functionality the Client relies upon without sixty (60) days' notice, in which case the Client may terminate the affected subscription and receive a pro-rated refund of prepaid fees.

G.5.

The Service Provider may compile aggregated, de-identified statistics about service usage to operate and improve the service, provided they cannot reasonably be used to identify the Client, its customers, or any individual.

Schedule H

Client-Owned Software: Hosting, Operation and Development

H.1.

This Schedule applies where the Service Provider hosts, deploys, operates, administers, maintains, or performs development work on software that the Client owns or licenses from a third party and that the Service Provider did not develop as Commissioned Software under Schedule F ("Client Software"). It also applies to Commissioned Software after title has assigned to the Client under F.4. Schedule B applies to the underlying infrastructure in addition to this Schedule; where they conflict, this Schedule prevails.

H.2.

The Client warrants, on entering the PSA and continuously while the Service Provider provides the Services, that: it owns the Client Software or holds a licence permitting the Service Provider to host, run, copy, and modify it as the PSA contemplates; the Client Software does not infringe any third party's intellectual property or other rights; the Client Software, and its operation for the Client's intended purpose, complies with applicable law; and the Client has disclosed every open-source and third-party component known to it, together with the licence terms applicable to each.

H.3.

The Client will notify the Service Provider promptly on becoming aware of any claim, allegation, or credible assertion that the Client Software infringes a third party's rights, of any material unremediated security vulnerability in it, and of any change in the Client's right to use it.

H.4.

The Service Provider gives no warranty in respect of the Client Software. §15(a) applies only to the Service Provider's own work under the PSA. The warranty in F.6 does not apply to Client Software, including Commissioned Software after assignment. The Service Provider does not warrant that the Client Software is secure, fit for purpose, performant, maintainable, free of defect or vulnerability, or compliant with any law, standard, or licence, and is not responsible for any defect, vulnerability, or non-compliance existing before it began work.

H.5.

The Service Provider may, but is not obliged to, review the Client Software before accepting it for hosting or development, and may decline to accept it or to continue with it. Any review is preliminary and for the Service Provider's own purposes. Acceptance of Client Software is not an audit, approval, endorsement, or confirmation of its quality, security, licence compliance, or legality, does not qualify H.4, and creates no obligation to identify or report any matter.

H.6.

The Client is responsible for licence compliance in respect of the Client Software, including open-source obligations of attribution, notice, source disclosure, and copyleft. The Service Provider may require evidence of compliance and may decline to host or modify a component where compliance has not been demonstrated. Where the Service Provider selects or introduces a component in the course of its own work, §10(e) applies to that component.

H.7.

Responsibility for security is allocated as follows: the Service Provider will apply reasonable security configuration and patching to infrastructure it administers, in accordance with §15(f); the Client is responsible for the Client Software itself, its dependencies, its application-layer configuration, and its code. Where the PSA includes patching or dependency maintenance of the Client Software as a service, it applies at the frequency and scope stated.

Absent that, the Service Provider has no obligation to monitor for, detect, disclose, or remediate any vulnerability in the Client Software. Hosting or administering the Client Software reduces certain risks but does not make it secure. The Service Provider does not warrant that the Client Software, its dependencies, its data, or the Client's endpoints cannot be compromised, and H.14 applies.

H.8.

The Client will indemnify the Service Provider against all claims, demands, proceedings, losses, damages, fines, penalties, and reasonable costs, including legal fees on a solicitor-and-client basis, arising from or relating to: infringement by the Client Software of a third party's rights; breach of a licence applicable to any component of it; its unlawful operation, content, or use; a security incident, data loss, or unauthorized access originating in it or in its dependencies; a claim by the Client's own customers, end users, or data subjects arising from its operation; and regulatory action concerning data it processes. This indemnity does not extend to a claim to the extent caused by the Service Provider's own negligence, wilful misconduct, or breach of this Agreement, and is not limited by §15(e).

H.9.

The Service Provider may suspend the hosting or operation of Client Software immediately, without a cure period, where it reasonably believes the Client Software is unlawful, is being actively exploited or used to attack or abuse any system, is generating abuse complaints or blocklisting, is breaching §7(h), or presents a material risk of legal liability, security compromise, or platform termination to the Service Provider or a third party. The Service Provider will notify the Client of the reason within one (1) business day and will restore the service once the risk is resolved. Suspension under this clause is limited to the affected Client Software and is not a suspension of a licence under F.3 or a default under F.5.

H.10.

Where Client Software is hosted on infrastructure shared with other clients, the Client Software must not materially degrade service for others. The Service Provider may isolate, throttle, or migrate the Client Software to separate infrastructure on notice, at the Client's cost where the PSA so provides.

H.11.

Where the Service Provider performs development work on Client Software: its work is warranted under §15(a) as to that work only; it is not responsible for pre-existing defects, or for the interaction of its work with a pre-existing defect it was not engaged to identify; and it may decline to warrant work in a codebase whose quality or provenance it cannot reasonably assess, in which case the PSA will say so. Intellectual property in the Service Provider's modifications is governed by §10(b), or by Schedule F where the PSA establishes a Payment Plan in respect of them. §10(c) continues to govern Background IP embedded in those modifications.

H.12.

Where the Client Software processes personal information, §14 applies. Where it processes payment card data, health information, or information subject to sector-specific regulation, the Client will state that in the PSA before the engagement begins. Absent that statement, the Service Provider is entitled to assume it does not, and is not responsible for any control, safeguard, certification, or audit requirement arising from it. Cybersecurity insurance under §15(d) is warranted for engagements under this Schedule.

H.13.

On termination, the Service Provider will export the Client Software, its data, and its configuration in a commonly used format, and will provide reasonable migration assistance under §3(e). Client Software, and the data and configuration associated with it, are Client-owned assets under §11(a). This Schedule operates in accordance with §11(c) whether or not any amount is outstanding, and Client Software will not be withheld, deleted, or made inaccessible on account of unpaid Fees, a disputed invoice, or an unpaid Settlement Amount. Export will be effected within thirty (30) days of written request, in accordance with §11(b). A reasonable administration fee under §11(f) may be charged, disclosed in advance, but payment of it is not a condition of export.

H.14.

The Service Provider is not a managed security service, security operations centre, incident-response provider, compliance auditor, or licence-compliance auditor in respect of Client Software, and nothing in this Schedule or in the Service Provider's conduct makes it one.