



Consulting Services

General Terms & Conditions

These are the terms and conditions under which IT Weapons, a division of Konica Minolta Business Solutions (Canada) Ltd. (“ITW”), will provide the Information Technology services described in each Statement of Work (“SOW”) executed by you and ITW. Each SOW shall be governed by these General Terms and Conditions unless explicitly stated otherwise in the SOW. In the event of a conflict between these General Terms and Conditions and an SOW or any work order, purchase order or other similar document issued by you (“Client Document”), the order of precedence for the resolution of such conflict shall be (i) the SOW (but only with respect to that particular SOW); (ii) these General Terms and Conditions; and (iii) the Client Document. These General Terms and Conditions, all SOWs, and any Client Documents (collectively “Contract Documents”) shall constitute a binding service contract between you and ITW. You and ITW are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

1. Services

ITW shall perform the services specified in each SOW executed by the Parties (“Services”).

2. Charges and Payment

ITW shall invoice you for, and you shall pay, all charges and applicable taxes as shown in each SOW. Payment in full, without deduction or set off, of the amounts in each invoice is due within 30 days of the date of the invoice. You acknowledge and agree that you shall pay interest on all amounts 90 days past due at the simple interest rate of 1.5% per month (18% per year).



3. Reimbursement of Expenses

Reasonable and documented out-of-pocket expenses approved in advance by you will be invoiced at the end of each month and shall be due and payable in accordance with Section 2 .

4. Ownership of Data

ITW acknowledges that all legal rights in and to all data, content and reports provided to you by or on behalf of ITW or its representatives or generated from the Services (collectively, the "Client Data") is and shall remain your exclusive property, and nothing in the Contract Documents or any course of conduct between the parties shall be deemed to grant ITW any rights in any portion of the Client Data.

5. Representations and Warranties

ITW hereby represents and warrants to you that:

- (a) to the best of its knowledge the Services do not infringe upon any third party's intellectual property rights;
- (b) the Services will conform in all material respects with the requirements and specifications as set forth in the SOW;
- (c) the Services will be performed by it with due care, skill and diligence in accordance with best industry practice and in compliance with applicable law;
- (d) ITW's personnel shall be properly educated, trained and fully qualified for the Services they are to perform; and
- (e) all technical ITW personnel assigned to perform the Services specified in each SOW will have undergone and passed background and criminal checks.

The warranty above is exclusive and is in lieu of all other warranties, express, implied, statutory or otherwise with respect to the services or products provided under the Contract Documents by ITW, the performance of materials or processes developed or provided under the Contract Documents, or as to the results which may be obtained therefrom, and all implied warranties of merchantability, fitness for a particular purpose, or against infringement.



6. Responsibilities

You agree not to: (a) tamper with or change the Services or any Service components except as directed or performed by ITW or its representatives; (b) abuse the Services or use them in a manner that intentionally interferes with ITW's network, or the use of ITW services by other persons, or in a manner that intentionally avoids the payment of any charges; or (c) use the Services in violation of any government law, bylaw, or regulation applicable to Client.

If you fail to comply with any of the foregoing, the warranties set forth in Section 5 shall be null and void.

7. Indemnity and Limitation of Liability

You shall indemnify and save ITW harmless from and against all charges, losses, costs (including reasonable attorneys' fees), liabilities and damages ("Liabilities") of any kind whatsoever sustained or suffered by ITW or any third parties arising out of or related to (i) your breach of the Contract Documents or (ii) the use of the Services by you or any person authorized by you to use the Services, including the manner in which the Services are used and your data, equipment and software (if any) used with the Services, but not including any Liabilities caused or contributed to by ITW and its representatives however arising.

Except for the obligations of indemnity in this Section 7, neither Party (nor its suppliers or clients) shall be liable to the other Party for any damages for loss of profits or business, loss or damage to data or failure to realize expected savings, or for any punitive, consequential, incidental or indirect damages, related to the use of or inability to use the Services, even if the Party could reasonably foresee or has been advised of the possibility of such damages.

The aggregate liability of either Party and its affiliates to the other Party relating to or arising out of the Contract Documents, whether in contract, tort or otherwise, shall not exceed the total charges paid or payable by you for the Services in question in the twelve (12) month period immediately preceding the first occurrence of the event giving rise to such liability.

8. Obligations of Insurance

ITW shall maintain, at its expense and throughout the Term, the following insurance:



- (a) comprehensive general liability insurance in an amount of not less than Five Million Canadian dollars (\$5,000,000.00) for any one occurrence, for bodily injury, property damage, death or products and completed operations.
- (b) if applicable, automobile liability insurance in respect of all licensed vehicles with limits of not less than One Million Canadian dollars (\$1,000,000.00) inclusive per occurrence for bodily injury, death and damage to property, covering all licensed vehicles owned or leased by Vendor; and
- (c) errors and omissions insurance to a limit of at least Five Million Canadian dollars (\$5,000,000.00) per claim.

9. Property Rights

The copyright in all documents created for you shall belong to you. All intellectual property rights in all pre-existing works and derivative works of such pre-existing works as well as installation scripts and other deliverables and developments made, conceived, created, discovered, invented or reduced to practice in the performance of work hereunder, shall belong to ITW, subject to a worldwide, non-exclusive license to you for internal use as intended hereunder. No license to software products is granted herein. Software products must be licensed separately.

10. Non-Solicitation of Employees

Each Party acknowledges the importance of the other Party's relationships with its employees and the unique access available to the Parties to interfere with these relationships. Accordingly, the Parties agree that they shall not, directly or indirectly, during the period of any Services, and for a period of twelve (12) months thereafter, encourage, solicit or attempt to induce (or assist any person to encourage, solicit or attempt to induce) any person who was in the employ of or under contract with the other Party to terminate his or her employment or contractual relationship with said Party.

11. Confidentiality

- a. Each Party acknowledges that it may, in the course of the Services, have access to or acquire information that is proprietary to or confidential to the other Party or its Affiliates companies or their clients or to third parties to whom the other Party owes a duty of confidentiality. Any and all such non-public information in any form obtained by either Party or



its employees, agents, or sub-contractors (collectively, the “Receiving Party”) in the performance of this Agreement including the Proprietary Information (as defined in in this section below) (collectively, the "Confidential Information") shall be deemed to be confidential and proprietary information of the Party from which or in respect of which it was obtained (the “Disclosing Party”). The Receiving Party shall hold the Confidential Information in strict confidence and shall not disclose such information to third parties or use such information for any purposes whatsoever other than as reasonably required for the provision of the Services to Client and shall advise each of its employees, agents and sub-contractors who may be exposed to the Confidential Information of their obligations to keep such information confidential.

b. If the Receiving Party is required to disclose all or any part of the Confidential Information under an order or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body, the Receiving Party shall immediately notify the Disclosing Party of the existence, terms and circumstances surrounding such requirement and if disclosure of the Confidential Information is required or deemed advisable, use reasonable efforts to obtain from such court, agency or body an order, stipulation or other reliable assurance acceptable to the Disclosing Party that confidential treatment will be accorded to such portion of the Confidential Information to be disclosed. The Disclosing Party shall indemnify and keep indemnified the Receiving Party in full on demand from and against any and all legal fees, costs and expenses incurred in the Receiving Party's effort to comply with this provision.

c. Client's Confidential Information shall include but is not limited to all of Client's data and metadata, storage, files, production and testing, mapping, infrastructure and network configurations and any and all technical information required to transition to a new supplier or generated by ITW in the course of providing transition assistance to Client. Transition arrangements shall include transfers of licences and contracts owned by Client.

d. Notwithstanding the foregoing provisions of this Section 11, no obligations of confidentiality shall exist in respect of information which: i. is at the date of this Agreement in, or at any time thereafter comes into, the public domain other than through a breach of this Agreement by the Receiving Party; ii. can be shown by the Receiving Party to have been known to the Receiving Party prior to its being obtained or being disclosed to it by the Disclosing Party; iii. subsequently comes into the possession of the Receiving Party from a third party that has a lawful right to disclose such information without restriction; iv. the Receiving Party has written authority from the Disclosing Party to disclose.



12. Term and Termination

Term. These General Terms and Conditions shall be effective upon your execution of an SOW and shall continue throughout the period that any SOW shall remain in effect. In the absence of an SOW, these General Terms and Conditions may be terminated for convenience by either Party upon thirty (30) days written notice.

Termination.

(a) Either Party may terminate a SOW if the other Party materially breaches or is otherwise in material default of any obligation thereunder, which default is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice of such default from the non-defaulting Party, containing sufficient particulars of the default, or within such additional cure period as the non-defaulting Party may authorize in writing.

(b) Either Party may terminate the Contract Documents by written notice if the other Party: (i) becomes insolvent; (ii) makes a general assignment for the benefit of creditors; (iii) suffers or permits the appointment of a receiver for its business or assets; (iv) becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign; (v) ceases doing business in the ordinary course; (vi) winds up, dissolves or liquidates, voluntarily or otherwise, its business.

(c) Notwithstanding any other provision in this Agreement or any Statements of Work, this Agreement and/or any Statements of Work may be terminated in their entirety without cause or reason by you by providing ITW with not less than thirty (30) Business Days' advance written notice and, in such case, you shall not have any further obligations or liabilities under or in respect of this Agreement and/or any Statement of Work unless specifically stated herein.

Obligations Upon Expiration or Termination. In the event of any termination or expiration of the Contract Documents or any SOW:

(a) You shall pay to ITW all fees for Services satisfactorily performed prior to the date of termination or expiration; and

(b) ITW shall use its best efforts to assist you in transitioning all work in progress to you to prevent disruption to your business operations, and you agree to pay ITW for such transition assistance in accordance with the provisions of Section 2.



13. Interpretation

The headings in the Contract Documents shall not affect the interpretation of any provision contained therein. The words “including” and “includes” mean “including without limitation” and “includes without limitation”. An “Affiliate” means an affiliated body corporate as defined in the Canada Business Corporations Act.

14. Assignment

You shall not assign all or any part of the Contract Documents without the prior written consent of ITW, which consent shall not be unreasonably withheld. Notwithstanding the aforesaid, ITW may at its sole and unfettered discretion withhold its consent to a proposed assignment by you to a person, corporation, entity or otherwise who is in the business of providing information technology, telecommunications or IT/Telco-related products or services and/or who is in a business that is competitive or can be considered competitive with ITW. ITW shall not assign or subcontract all or any part of its rights and obligations under the Contract Documents without your written consent .

15. Relationship

The Contract Documents do not create or imply any agency, partnership, master-servant, or other joint venture relationship between the parties, and does not authorize either Party to bind or obligate the other in any way.

16. Force Majeure

Neither Party is responsible for performance of, or in default of, any obligation or provision of the Contract Documents (except for the payment of service fees) where delayed, hindered or prevented by labour disruptions, failure of the networks of other companies, casualties, civil disturbances, legislation, regulation, judicial order, acts of civil or military authorities, accidents, fires, natural disasters or other catastrophes or events beyond its reasonable control.



17. Severability

If any part of the Contract Documents is found by a court of competent jurisdiction to be void, prohibited or unenforceable for any reason, the remainder of the Contract Documents shall continue in full force and effect.

18. No Waiver

The failure of you or ITW to exercise any right under the Contract Documents, or to insist upon strict or full performance of the obligations thereunder, shall not constitute a waiver or relinquishment of any provision of the Contract Documents. In order to be binding upon a Party, any such waiver must be expressed and in writing signed by that Party. The rights of the parties under the Contract Documents are cumulative and not alternative.

19. Survival

Any provisions of the Contract Documents which, expressly or by their nature, extend beyond the termination of the Contract Documents, shall survive any such termination.

20. Applicable Law

The Parties shall comply with all laws applicable to the exercise of their respective rights and the performance of their respective obligations under the Contract Documents. The Contract Documents shall be subject to and interpreted in accordance with the Laws of Ontario and, if applicable, the federal law of Canada and the laws of the province in your billing address, without regard to that province's choice of law rules. Venue and jurisdiction shall be in such province.

21. Notices

All notices necessary under this Agreement shall be given in writing, and either personally delivered, or sent by registered mail or facsimile. Notices, if personally delivered or sent by facsimile, will be deemed to have been received the same day, or, if sent by registered mail, will be deemed to have been received 4 days (excluding Saturdays, Sundays and statutory holidays) after the date of mailing.



to ITW:

Attention: IT Weapons Legal Department
Address: 5875 Explorer Drive
Mississauga, Ontario
L4W 0E1
Tel: 905.494.1040
Fax: 905.494.3000
Email: Legal.notice@itweapons.com

22. Entire Agreement

The Contract Documents constitute the entire agreement between the Parties and supersedes all prior written and oral communications and agreements between the Parties concerning the Services. All changes to the Contract Documents must be agreed to in writing and signed by both Parties. Notwithstanding anything contained herein, ITW reserves the right to update or modify these General Terms and Conditions at anytime and you acknowledge and agree that any updates or modifications shall be deemed to form part of the Contract Documents upon written notice of said updates or modifications.