TERMS OF USE

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These Terms of Use (the "**Terms**") govern the access to and use of the managed IT services, software, hardware, and related products and services (collectively, the "**Services**") provided by 1792930 Ontario LTD. / DBA Infinity Network Solutions ("**Infinity Network Solutions**") to the customer (the "**Customer**") (each a "**Party**", and collectively, the "**Parties**") identified in the accompanying order form (the "**Order Form**").

The Order Form, any subsequent Order Forms, and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Order Form, these Terms shall prevail, unless the Order Form expressly states that the Order Form shall govern. These Terms shall prevail over any of Customer's general terms and conditions. Provision of the Services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

1. Definitions.

(a) "**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by Infinity Network Solutions in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

(b) "**Approved Software List**" means the list of Software applications that Infinity Network Solutions has agreed to support under the Order Form. Support for Software not on the Approved Software List may be provided at Infinity Network Solutions' sole discretion or may be treated as Out-of-Scope Work.

(c) "**Approved Hardware List**" means the list of Hardware that Infinity Network Solutions has agreed to support under the Order Form. Support for Hardware not on the Approved Hardware List may be provided at Infinity Network Solutions' sole discretion or may be treated as Out-of-Scope Work.

(d) "**Authorized Users**" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement; and (ii) for whom access to the Services has been purchased hereunder.

(e) "**Confidential Information**" has the meaning set forth in Section 9.

(f) "**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

(g) "**Documentation**" means Infinity Network Solutions' user manuals, handbooks, and guides relating to the Services provided by Infinity Network Solutions to Customer either electronically or in hard copy form or end user documentation relating to the Services.

(h) "**Effective Date**" has the meaning assigned in the Order Form.

(i) "**Feedback**" has the meaning set forth in Section 10(c).

(j) "**Fees**" has the meaning set forth in Section 8(a).

(k) "**Hardware**" means computer equipment, networking equipment, servers, or other physical devices sold or leased by Infinity Network Solutions to Customer; or Customer-owned equipment that Infinity Network Solutions supports as part of the Managed IT Services, subject to achieving Minimum Standards.

(l) "**including**" means "including without limitation".

(m) "**Infinity Network Solutions IP**" means the Services, the Documentation, and any and all intellectual property, tools, methodologies, processes, and materials provided to Customer or any Authorized User in connection with the Services. For the avoidance of doubt, Infinity Network Solutions IP includes Aggregated Statistics and any information, data, or other content derived from Infinity Network Solutions' monitoring of Customer's access to or use of the Services but does not include Customer Data or Third-Party Products.

(n) "**Initial Term**" has the meaning set forth in the Order Form.

(o) "**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, provincial, territorial, municipal, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

(p) "**Losses**" has the meaning set forth in Section 12(a)(i).

(q) "**Managed IT Services**" means the ongoing IT support, monitoring, maintenance, management, security services, and related Services to be provided by Infinity Network Solutions as specified in the Order Form.

(r) "**Minimum Standards**" means the Hardware, Software and infrastructure requirements that Customer must have in place for Infinity Network Solutions to meet its service obligations, as communicated by Infinity Network Solutions' account manager and as may be updated from time to time. If Customer's Hardware, Software, or infrastructure does not meet the Minimum Standards, Infinity Network Solutions may, at its sole discretion: (i) work with Customer to bring Customer's systems up to Minimum Standards over time; (ii) decline to provide certain Services until Minimum Standards are met; or (iii) treat support for non-compliant items as Out-of-Scope Work.

(s) "**Notice**" has the meaning set forth in Section 16(c).

(t) "**Out-of-Scope Work**" means Services, support requests, or work not included in Customer's Order Form or subscription plan, which will be billed separately at Infinity Network Solutions' then-current hourly rates.

(u) "**Renewal Term**" has the meaning set forth in the Order Form.

(v) "**Service Suspension**" has the meaning set forth in Section 3(e).

(w) "**Services**" means the Managed IT Services, Software or Hardware solutions, technical support, and other products and services to be provided by Infinity Network Solutions to Customer as specified in the Order Form.

(x) "**Software**" means any software applications, platforms, or tools developed by or proprietary to Infinity Network Solutions, whether as hosted services, installed applications, or embedded in Hardware, as applicable. For greater certainty, Software does not include any software that Infinity Network Solutions resells, distributes, or otherwise licenses to Customer under a licence from a third-party software provider, which shall constitute a Third-Party Product.

(y) "**Term**" has the meaning set forth in the Order Form.

(z) "**Third-Party Claim**" has the meaning set forth in Section 12(a)(i).

(aa) "**Third-Party Products**" means any third-party products described in the Order Form provided with or incorporated into the Services or otherwise agreed between the Parties to be provided by Infinity Network Solutions to Customer, and, whether or not described in the Order Form, any software that Infinity Network Solutions resells, distributes, or otherwise licenses to Customer under a licence from a third-party software provider, including any such software on the Approved Software List.

2. Services.

(a) Infinity Network Solutions shall provide the services to Customer as described in the Order Form (the "**Services**") in accordance with these Terms and any applicable Documentation.

(b) Managed IT Services. Where the Services include Managed IT Services:

(i) Infinity Network Solutions will provide monitoring, maintenance, support, security services, and other ongoing IT management services as specified in the Order Form; and

(ii) Customer agrees to provide Infinity Network Solutions with necessary physical and remote access to Customer's systems, networks, facilities, Hardware, Software, or other infrastructure as reasonably required for Infinity Network Solutions to perform the Managed IT Services.

(c) Software. Where the Services include Software:

(i) Software may be provided as hosted software-as-a-service accessible via the internet; licensed Software installed on Customer's systems or Hardware; or Software embedded in Hardware; and

(ii) Customer's rights to use Software are subject to Section 3.

(d) Hardware. Where the Services include Hardware:

(i) The Order Form will specify whether Hardware is sold to Customer, with title passing to Customer upon full payment; or leased, loaned, or provided as part of Managed IT Services, with Infinity Network Solutions retaining ownership.

(ii) For purchased Hardware, Customer is responsible for maintenance, insurance, and protection of such Hardware.

(iii) For leased or loaned Hardware, Customer receives a limited right to use such Hardware during the Term; Customer shall return such Hardware to Infinity Network Solutions in good working condition (normal wear and tear excepted) upon termination or expiration of these Terms or the applicable Order Form. Customer is responsible for protecting Hardware from damage, theft, and loss, and shall maintain sufficient insurance coverages to cover such losses.

Customer shall provide Infinity Network Solutions with access to Hardware to perform maintenance, upgrades, or other services.

(iv) Customer bears all risk of loss for all Hardware in Customer's possession from delivery until return to Infinity Network Solutions (for leased Hardware) or disposal (for purchased Hardware).

(v) Hardware support coverage may vary depending on whether the Hardware was purchased from Infinity Network Solutions or whether covered by manufacturer warranty. Troubleshooting and support for Hardware not purchased from Infinity Network Solutions shall be billed as Out-of-Scope Work.

3. Access and Use.

(a) Provision of Access. Subject to compliance with all terms and conditions of this Agreement, Infinity Network Solutions hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 16(i)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. Infinity Network Solutions shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services. The total number of Authorized Users will not exceed the number set forth in the Order Form, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.

(b) Documentation Licence. Subject to the terms and conditions contained in this Agreement, Infinity Network Solutions hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 16(i)) licence to use the Documentation, as applicable, during the Term, as defined in the Order Form, solely for Customer's internal business purposes in connection with its use of the Services.

(c) Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, licence, sublicence, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any Software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable Law; (vi) modify, repair, or service any Hardware provided by Infinity Network Solutions without Infinity Network Solutions' prior written consent, except for routine user maintenance expressly authorized in the Documentation; (vii) remove, relocate, or transfer any Hardware that remains Infinity Network Solutions' property without Infinity Network Solutions' prior written consent; (viii) use any Hardware beyond its rated capacity or in a manner inconsistent with manufacturer specifications or the Documentation; (ix) interfere with or disable any monitoring, security, or remote access tools implemented by Infinity Network Solutions to provide the Managed IT Services; (x) deny Infinity Network Solutions reasonable access to Customer's systems, networks, or facilities necessary for Infinity Network Solutions to perform the Managed IT Services; (xi) install or use Software not on the Approved Software List without Infinity Network Solutions' prior written consent; or (xii) install or use Hardware not on the Approved Hardware List without Infinity Network Solutions' prior written consent.

(d) Reservation of Rights. Infinity Network Solutions reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licences expressly

granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third-party, any intellectual property rights or other right, title, or interest in or to the Infinity Network Solutions IP.

(e) Suspension. Notwithstanding anything to the contrary in this Agreement, Infinity Network Solutions may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Infinity Network Solutions reasonably determines that (A) there is a threat or attack on any of the Infinity Network Solutions IP; (B) Customer's or any Authorized User's use of the Infinity Network Solutions IP disrupts or poses a security risk to Infinity Network Solutions IP or to any other customer or vendor of Infinity Network Solutions; (C) Customer or any Authorized User is using Infinity Network Solutions IP for fraudulent or illegal activities; (D) subject to applicable Law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (E) Infinity Network Solutions' provision of the Services to Customer or any Authorized User is prohibited by applicable Law; or (F) any vendor of Infinity Network Solutions has suspended or terminated Infinity Network Solutions' access to or use of any third-party services or products required to enable Customer to access the Services; (ii) Customer fails to provide Infinity Network Solutions with the access to Customer's systems, networks, facilities, or Hardware necessary for Infinity Network Solutions to perform the Managed IT Services; (iii) Customer fails to maintain adequate internet connectivity, power, environmental conditions (including cooling and physical security), or other prerequisites necessary for the Services or Hardware operations; (iv) Hardware that remains Infinity Network Solutions’ property is damaged, lost, or stolen; (v) Customer breaches any provision of this Agreement; or (vi) Customer fails to pay any amount when due, and such failure continues for ten (10) days or more following written notice from Infinity Network Solutions (any such suspension described in subparagraphs (i) through (vi), a "**Service Suspension**"). Infinity Network Solutions shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Infinity Network Solutions shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Infinity Network Solutions will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Infinity Network Solutions may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Infinity Network Solutions and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Infinity Network Solutions. Customer acknowledges that Infinity Network Solutions may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Infinity Network Solutions may (i) make Aggregated Statistics publicly available, and (ii) use Aggregated Statistics in Infinity Network Solutions' sole discretion; provided that such Aggregated Statistics do not identify Customer or contain Customer's Confidential Information.

4. Customer Responsibilities.

(a) General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this

Agreement by Customer. Customer shall use all reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions.

(b) Customer shall:

(i) Promptly respond to any Infinity Network Solutions request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Infinity Network Solutions to perform Services in accordance with the requirements of this Agreement;

(ii) Provide such Customer materials or information as Infinity Network Solutions may reasonably request to carry out the Services;

(iii) Obtain and maintain all necessary licences and consents and comply with all applicable Laws in relation to the Services;

(iv) Provide Infinity Network Solutions personnel with reasonable access to Customer's premises during normal business hours (or as otherwise agreed in the Order Form) to install, maintain, repair, upgrade, retrieve, or service Hardware, or to perform any on-site Managed IT Services, as applicable;

(v) Grant Infinity Network Solutions remote access to Customer's systems, networks, and Hardware as reasonably necessary for Infinity Network Solutions to provide Managed IT Services;

(vi) Maintain adequate internet connectivity, network infrastructure, electrical power, and environmental conditions (including cooling, ventilation, and physical security) necessary for the Services and Hardware operation; and

(vii) Implement patches, updates, and configuration changes recommended by Infinity Network Solutions in a timely manner or accept that certain Services may not be available or may not perform as expected if such recommendations are not followed.

(c) Customer acknowledges and agrees that:

(i) Infinity Network Solutions' ability to provide certain Services (including Managed IT Services) depends on the performance, configuration, security, and availability of Customer's systems, network, and infrastructure;

(ii) Infinity Network Solutions is not responsible for issues, delays, or failures arising from deficiencies in Customer's systems, network, internet service provider(s), electrical power, third-party software, or other infrastructure not provided or controlled by Infinity Network Solutions;

(iii) Infinity Network Solutions may require Customer to implement specific security measures, patches, updates, or system configurations as a condition of providing certain Services, and Customer shall implement such requirements in a timely manner or accept limitations on service availability and performance;

(iv) With respect to any Hardware provided by Infinity Network Solutions, Customer shall: (i) use Hardware only in accordance with manufacturer specifications, the Documentation, and the Order Form; (ii) protect Hardware from physical damage, theft, unauthorized access, extreme temperatures, moisture, power surges, and other adverse environmental conditions; (iii) maintain insurance

coverage for Hardware; (iv) not move, relocate, reconfigure, or transfer Hardware without Infinity Network Solutions' prior written consent; (v) immediately notify Infinity Network Solutions of any Hardware damage, malfunction, loss, theft, or security incident involving Hardware; and (vi) for purchased Hardware, maintain the Hardware in good working condition and comply with manufacturer maintenance requirements. Failure to return leased or loaned Hardware may result in charges equal to the fair market value or replacement cost of such Hardware; and

(v) Customer is responsible for ensuring compatibility between Customer's existing systems and the Services.

(d) Customer acknowledges that Infinity Network Solutions maintains an Approved Software List for supported applications under each service tier. If Customer installs or uses Software not on the Approved Software List, Infinity Network Solutions may, at its sole discretion, provide support for such Software under the Order Form as Out-of-Scope Work or decline to support such Software.

(e) Customer acknowledges that Infinity Network Solutions maintains an Approved Hardware List for supported Hardware under each service tier. If Customer uses Hardware not on the Approved Hardware List, Infinity Network Solutions may, at its sole discretion, provide support for such Hardware under the Order Form as Out-of-Scope Work or decline to support such Hardware.

(f) Customer is responsible for maintaining adequate backups of Customer Data. Infinity Network Solutions is not responsible for any loss, corruption, or unavailability of Customer Data.

(g) If Infinity Network Solutions' performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Infinity Network Solutions shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

5. Change Orders.

(a) If either Party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other Party in writing. Infinity Network Solutions shall, within a reasonable time after such request, provide a written estimate (“Order Form”) to Customer of:

(i) the likely time required to implement the change;

(ii) any necessary variations to the Fees and other charges for the Services arising from the change;

(iii) the likely effect of the change on the Services; and

(iv) any other impact the change might have on the performance of this Agreement;

provided however that if the change is requested by Customer, Infinity Network Solutions may elect in its sole discretion not to proceed with providing an estimate(“Order Form”) for the change in which case the change will not be proceeded with.

(b) After receipt of the written estimate(“Order Form”), the Parties shall negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither Party shall be bound by any Change Order unless mutually agreed upon in writing.

(c) Notwithstanding Section 5(a) or Section 5(b), Infinity Network Solutions may, from time to time, change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services or the Fees in the Order Form.

(d) Out-of-Scope Work will be billed separately at Infinity Network Solutions’ then-current hourly rates as set forth in the Order Form or as otherwise communicated to Customer in writing. Infinity Network Solutions will provide a written estimate("Order Form") or Change Order for Customer's written approval prior to performing Out-of-Scope Work, except in emergency situations where Customer authorizes Infinity Network Solutions to proceed immediately to prevent service disruption, data loss, security incidents, or system failures. Out-of-Scope Work is billed monthly and is subject to the same payment terms as other Fees under this Agreement.

6. Third-Party Products. Infinity Network Solutions may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer must not install or use such Third-Party Products.

7. Service Levels and Support.

(a) Service Levels. Subject to the terms and conditions of this Agreement, Infinity Network Solutions shall use commercially reasonable efforts to make the Services available in accordance with the service levels set forth on Infinity Network Solutions' website available at www.infinityns.ca/sla.

(b) Support. The access rights granted hereunder entitle Customer to the support services available at www.infinityns.ca/support for the Term of this Agreement following the Effective Date under this Agreement.

8. Fees and Payment.

(a) Fees. Customer shall pay Infinity Network Solutions the fees ("**Fees**") as set forth in the Order Form without off-set or deduction. Customer shall make all payments hereunder on or before the due date set forth in the Order Form. If Customer fails to make any payment when due, without limiting Infinity Network Solutions' other rights and remedies: (i) Infinity Network Solutions may charge interest on the past due amount at the rate of two percent (2%) per month, compounded monthly, or, if lower, the maximum amount permitted under applicable Law; (ii) Customer shall reimburse Infinity Network Solutions for all costs incurred by Infinity Network Solutions in collecting any late payments or interest, including legal fees, court costs, and collection agency fees; (iii) if such failure continues for ten (10) days or more, Infinity Network Solutions may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full; and (iv) if such failure continues for thirty (30) days or more, Infinity Network Solutions may terminate this Agreement or the applicable Order Form in accordance with Section 14.

(b) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all harmonized sales tax (HST), provincial sales tax (PST), goods and services tax (GST), Quebec Sales Tax (QST), value added tax, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, provincial, territorial, or local

governmental entity on any amounts payable by Customer hereunder, other than any taxes imposed on Infinity Network Solutions' income.

(c) Auditing Rights and Required Records. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term, as defined in the Order Form, and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Infinity Network Solutions may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records with respect to matters covered by this Agreement. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of two (2) years after the termination or expiration of this Agreement.

9. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third-party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees and subcontractors who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder ("**Disclosees**"); provided that any subcontractor granted access to Confidential Information shall be bound by written confidentiality obligations no less protective than those set forth in this section prior to receiving such Confidential Information. Each Party shall cause its Disclosees to comply with the provisions of this Section 9 and shall be liable for any breach by its Disclosees, including any breach by a subcontractor. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required; (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable Law, provided that the Party making such disclosure shall first have given written notice to the other Party, unless legally prohibited from doing so; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of this Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed and shall ensure that any subcontractor in possession of such Confidential Information does the same. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will continue indefinitely; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable Law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable Law.

10. Intellectual Property Ownership; Feedback.

(a) Infinity Network Solutions IP. Customer acknowledges that, as between Customer and Infinity Network Solutions, Infinity Network Solutions owns all right, title, and interest, including all intellectual property rights, in and to the Infinity Network Solutions IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

(b) Customer Data. Infinity Network Solutions acknowledges that, as between Infinity Network Solutions and Customer, Customer owns all rights, title, and interest, including

all intellectual property rights, in and to the Customer Data. Customer hereby grants to Infinity Network Solutions a non-exclusive, royalty-free, worldwide licence to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Infinity Network Solutions to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

(c) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Infinity Network Solutions by mail, email, telephone, or otherwise, suggesting or recommending changes to the Infinity Network Solutions IP, including, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Infinity Network Solutions is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Infinity Network Solutions on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Infinity Network Solutions is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Infinity Network Solutions is not required to use any Feedback.

11. Warranty Disclaimer.

(a) The Services are provided "as is" and Infinity Network Solutions hereby disclaims all warranties and conditions, whether express, implied, statutory, or otherwise. Infinity Network Solutions specifically disclaims all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and non-infringement, and all warranties arising from course of dealing, usage, or trade practice. Infinity Network Solutions makes no warranty of any kind that the Services, or any products or results of the use thereof, will meet Customer's or any other person's requirements, operate without interruption, achieve any intended result, be compatible or work with any software, system, or other services, or be secure, accurate, complete, free of harmful code, or error free.

12. Indemnification.

(a) Infinity Network Solutions Indemnification.

(i) Infinity Network Solutions shall indemnify, defend, and hold Customer harmless from and against any and all losses, damages, liabilities, costs (including legal fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services infringe or misappropriate such third-party's Canadian intellectual property rights, provided that Customer promptly notifies Infinity Network Solutions in writing of the claim, cooperates with Infinity Network Solutions, and allows Infinity Network Solutions sole authority to control the defense and settlement of such claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit Infinity Network Solutions, at Infinity Network Solutions' sole discretion, to (A) modify or replace the Services, or component or part thereof, to make them non-infringing, or (B) obtain the right for Customer to continue use. If Infinity Network Solutions determines that neither alternative is reasonably available, Infinity Network Solutions may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment,

or technology not provided by Infinity Network Solutions or authorized by Infinity Network Solutions in writing; (B) modifications to the Services not made by Infinity Network Solutions; (C) Customer Data; or (D) Third-Party Products.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Infinity Network Solutions' option, defend Infinity Network Solutions from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third-party's Canadian intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or wilful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Infinity Network Solutions or authorized by Infinity Network Solutions in writing; or (iv) modifications to the Services not made by Infinity Network Solutions, provided that Customer may not settle any Third-Party Claim against Infinity Network Solutions unless Infinity Network Solutions consents to such settlement, and further provided that Infinity Network Solutions will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defence thereof by counsel of its own choice.

(c) Sole Remedy. This Section sets forth Customer's sole remedies and Infinity Network Solutions' sole liability and obligation for any actual, threatened, or alleged claims that the Services infringe, misappropriate, or otherwise violate any intellectual property rights of any third-party.

13. Limitations of Liability. In no event will Infinity Network Solutions be liable under or in connection with this Agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise, for any: (a) consequential, incidental, indirect, exemplary, special, aggravated, or punitive damages; (b) increased costs, diminution in value, or lost business, production, revenues, or profits; (c) loss of goodwill or reputation; (d) use, inability to use, loss, interruption, delay, or recovery of any data, or breach of data or system security; or (e) cost of replacement goods or Services, in each case regardless of whether Infinity Network Solutions was advised of the possibility of such Losses or damages or such Losses or damages were otherwise foreseeable. In no event will Infinity Network Solutions' aggregate liability arising out of or related to this Agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise exceed the total amounts paid by Customer to Infinity Network Solutions under the applicable Order Form in the twelve (12) month period immediately preceding the event giving rise to the claim.

14. Termination.

(a) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Infinity Network Solutions may terminate this Agreement and any applicable Order Form, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than ten (10) days after Infinity Network Solutions' delivery of written notice thereof; or (B) breaches any of its obligations under Section 3(a) or Section 9;

(ii) Either Party may terminate this Agreement and any applicable Order Form, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed

against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, liquidator or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(b) Fees on Early Termination. If this Agreement or any Order Form is terminated prior to the expiration of the Initial Term or then-current Renewal Term, Customer shall remain responsible for, and shall pay, all Fees paid or payable under the Agreement for the remainder of the Initial Term or then-current Renewal Term in which termination occurs, as applicable. Such Fees shall become immediately due and payable and Customer shall pay such Fees in full within thirty (30) days of Infinity Network Solutions' invoice.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Infinity Network Solutions IP and, without limiting Customer's obligations under Section 9, Customer shall delete, destroy, or return all copies of Infinity Network Solutions' IP (including Software and Documentation) covered by the terminated Agreement or Order Form, and certify in writing to Infinity Network Solutions that such Infinity Network Solutions' IP has been deleted, destroyed, or returned. Customer shall also immediately discontinue use of, and delete, destroy, or return, all Third-Party Products in Customer's possession in accordance with the applicable third-party provider's terms and conditions, and shall certify in writing to Infinity Network Solutions that such Third-Party Products have been deleted, destroyed, or returned. For leased or loaned Hardware, Customer shall return such Hardware to Infinity Network Solutions within ten (10) business days of termination, in good working condition (normal wear and tear excepted). If Customer fails to return leased or loaned Hardware, Customer shall pay Infinity Network Solutions the fair market value of such Hardware. Each Party shall return or destroy the other Party's Confidential Information in accordance with Section 9. Infinity Network Solutions may delete or archive Customer Data in accordance with Infinity Network Solutions' data retention policies. Customer is responsible for retrieving or exporting any Customer Data prior to termination. Infinity Network Solutions shall have no obligation to retain Customer Data after termination. No expiration or termination will affect Customer's obligation to pay all paid or payable Fees for any Initial Term or Renewal Term, and Customer is not entitled to any refund of Fees except as expressly provided in the Order Form or as required by applicable Law.

(d) Survival. This Section and any other provisions that by their nature are intended to survive termination or expiration of this Agreement, including but not limited to, Sections 1, 9, 10, 11, 12, and 13, shall survive.

15. Privacy and Data Protection.

(a) Infinity Network Solutions' collection, use, and disclosure of personal information in connection with the Services is described in Infinity Network Solutions' privacy policy, available at www.infinityns.ca/privacypolicy. By using the Services, Customer consents to Infinity Network Solutions' collection, use, and disclosure of personal information as described in such privacy policy.

(b) Customer represents and warrants that: (i) Customer has obtained all necessary consents from its employees, Authorized Users, and other individuals whose personal information or data may be accessed, collected, or processed by Infinity Network Solutions in connection with the Services; and (ii) Customer's provision of such personal information or data to Infinity Network Solutions, and Infinity Network Solutions'

collection, use, and disclosure of such information in accordance with this Agreement and the privacy policy, complies with all applicable privacy and data protection laws.

(c) Customer authorizes Infinity Network Solutions to access Customer's systems, networks, and data (including Customer Data, personal information and Confidential Information) as reasonably necessary to perform the Services. Customer acknowledges that certain Managed IT Services may require Infinity Network Solutions to access, view, or process Customer Data, personal information and Confidential Information, and Customer consents to such access and processing for the purpose of providing the Services.

16. Miscellaneous.

(a) Changes to Terms. Infinity Network Solutions may modify these Terms from time to time by posting updated Terms on Infinity Network Solutions' website. If Infinity Network Solutions makes any material changes to these Terms, Infinity Network Solutions shall notify Customer by sending notice to the email address associated with Customer's account or specified in the Order Form. Material changes to these Terms will take effect thirty (30) days after notice is provided. Customer's continued use of the Services after the effective date of the modified Terms constitutes Customer's acceptance of the changes. If Customer does not agree with the modified Terms, Customer shall notify Infinity Network Solutions in writing within thirty (30) days of receiving notice. Infinity Network Solutions shall, in its sole discretion, determine whether to agree to any modifications to the updated Terms or require Customer to accept the updated Terms as posted. If Customer fails to accept the updated Terms within the thirty (30) day period, Infinity Network Solutions may terminate this Agreement upon written notice to Customer, with such termination taking effect immediately upon delivery of such notice. Changes to the Terms may be accessed at: www.infinityns.ca/termsofuse.

(b) Order of Precedence. In the event of any inconsistency between the statements made in the body of this Agreement, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; and (ii) second, any other documents incorporated herein by reference.

(c) Notices. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement other than routine communications having no legal effect (each, a "**Notice**") in writing and addressed to the other Party at the addresses set forth in the Order Form or to such other address as may be designated by the receiving Party from time to time in accordance with this Section. Notices sent in accordance with this Section will be conclusively deemed validly and effectively given: (a) on the date of receipt, if delivered by personal delivery, or by a nationally recognized same day or overnight courier with all fees prepaid; (b) upon the sender's receipt of an acknowledgment from the intended recipient's email server such as by the "request a delivery receipt" function, reply email or other form of written acknowledgment, if delivered by email; or (c) on the fifth (5^{th}) day after the date mailed by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid.

(d) Force Majeure. In no event shall Infinity Network Solutions be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Infinity Network Solutions' reasonable control, including, but not limited to, acts of God, epidemics, pandemics, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labour stoppages or slowdowns or other industrial disturbances, or enactment of Law or any action taken by a governmental or public authority.

(e) Waiver. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(f) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Governing Law. This Agreement, the Order Form, all related documents, and all matters arising out of or relating to this Agreement, whether in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of Law provision or rule (whether of the Province of Ontario or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Province of Ontario.

(h) Choice of Forum. Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from or relating to this Agreement, including the Order Form, and exhibits, the Services provided hereunder, and all contemplated transactions, shall be instituted in the courts of the Province of Ontario or, as applicable, the Federal Court of Canada, and each Party irrevocably submits to the non-exclusive jurisdiction of such courts in any such suit, action, litigation, or proceeding.

(i) Assignment. Customer may not assign or otherwise transfer any of its rights or delegate or otherwise transfer any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of Law or otherwise, without the prior written consent of Infinity Network Solutions. No assignment, transfer, or delegation by Customer will relieve Customer of any of its obligations hereunder. Any purported assignment, transfer, or delegation in violation of this Section will be null and void. Infinity Network Solutions may assign this Agreement and any Order Forms, in whole or in part, without Customer's consent. This Agreement is binding upon and enures to the benefit of the Parties and their respective permitted successors and assigns.

(j) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 9 or, in the case of Customer, Section 3(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

ACCEPTANCE OF TERMS

By executing an Order Form that incorporates these Terms by reference and by accessing or using the Services, Customer acknowledges that Customer has read, understood, and agrees to be bound by these Terms. For questions or concerns about these Terms, please contact Infinity Network Solutions at www.infinityns.ca/support.