



MASTER SERVICE AGREEMENT

Master Service Agreement Number:

IMPORTANT: BEFORE ACCESSING OR USING THE SERVICES, YOU SHOULD READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS CONTAINED IN THIS MASTER SERVICES AGREEMENT (“MSA”) AND ANY OTHER DOCUMENTS FORMING PART OF THE AGREEMENT (AS DEFINED BELOW) AS THEY GOVERN YOUR ACCESS TO AND USE OF THE SERVICES. THE IMPERIAL GROUP LIMITED IS WILLING TO PROVIDE YOU WITH THE SERVICES ONLY ON THE CONDITION THAT YOU ACCEPT AND AGREE TO ALL THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT GRANTED PERMISSION TO ACCESS OR OTHERWISE RECEIVE THE SERVICES AND YOU ARE INSTRUCTED TO CANCEL THE SUBSCRIPTION PROCESS FOR THE SERVICES, INFORM YOUR IMPERIAL ACCOUNT REPRESENTATIVE AND NOT PROCEED WITH ORDERING OR USING THE SERVICES.

This Master Service Agreement (“MSA”) is made and entered into between The Imperial Group Limited, and/or its subsidiaries located at PO Box 573, St. Davids, Ontario, L0S 1P0, hereinafter referred to as (“TIG”) and you, the Customer hereinafter referred to as (“CUSTOMER” or “BUYER” or “SUBSCRIBER” or “YOU” or “YOUR”). Customer and TIG are collectively referred to in this Agreement as the (“PARTIES.”) Customer’s information is defined in Appendix B.

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

SECTION 1: DEFINITIONS

The following words and phrases, wherever used in this Agreement or in the preamble thereto, shall, unless otherwise expressly provided or unless there be something in the context inconsistent therewith, have the following meanings:

- “**Agreement**” means, collectively and as amended: (i) this MSA; (ii) any documents incorporated by reference into this MSA; and (iii) their respective attachments, if any.
- “**Business Day**” means any day other than a Saturday, Sunday or any statutory holiday in the Province of Ontario, Canada.
- “**Master Service Agreement Amendment Form**” means the extension of this Master Service Agreement to include additional services.
- “**Microsoft Online Services**” means the online services, offered by Microsoft®, which may include Microsoft software technology, including Office 365™.
- “**Person**” includes any natural person, legal person, partnership, limited partnership, joint venture, unincorporated association or other organization, trust, trustee, executor, administrator



or liquidator, regulatory body or agency, government or governmental agency, authority or entity, however designated or constituted and whether or not a legal entity.

- “**Taxes**” means all national, provincial and municipal, consumption, business, property, sales, use, excise, value-added taxes and all other similar taxes, duties, fees, charges or surcharges whether now or hereafter enacted, however designated, imposed on or based on the provision, sale or use of the Services.
- “**Third-Party Suppliers**” means a third-party supplier of Services, including, without limitation, Microsoft Corporation and its affiliates.
- “**Service/Services**” means the service that Customer has subscribed to in relation to this Agreement and any related documents including with this Agreement that are incorporated herein by reference.

SECTION 2: INCORPORATED TERMS AND CONDITIONS

- a) The following documents can be found by using the appropriate hyperlinks below. The following documents are hereby incorporated by reference into this MSA and form an integral part of this MSA. The acceptance by Customer of the present MSA shall constitute acceptance by Customer of the terms of the incorporated documents.

Documents	Order of precedence
This Master Service Agreement	1
The Imperial Group Limited’s Terms and Conditions of Sale. Provided to Customer at the time of purchase.	2
Any other Agreement or set of Terms and Conditions between The Imperial Group Limited and You. Provided to Customer at the time of purchase.	3
For Services incorporating Microsoft Online Services: MICROSOFT ONLINE SERVICES TERMS (online: http://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=46)	4
For Services incorporating other third-party software or services: Such third-party’ software license terms and conditions made available to Customer at the time of purchase.	5
The Imperial Group Limited’s Privacy Policy. (online: http://www.imperial-group.ca/)	6



- b) TIG may update this MSA or any document forming part of the MSA at any time. The then current versions of the MSA and the above listed documents will be available on The Imperial Group Limited's website at <http://www.imperial-group.ca/> or at another location communicated to Customer by TIG. Continued use of the Services by Customer is conditional on Customer's acceptance of any updates made to the MSA. Customer must periodically review the MSA and any documents forming part of the MSA to ensure compliance with any updates. If Customer does not wish to accept an update to the terms of the MSA, the Customer may terminate the MSA on giving written notice to TIG without TIG incurring liability of any kind, cancellation/termination charges may apply per Section 5 of this MSA.
- c) For Services incorporating Microsoft software or Microsoft's Online Services, the relevant agreements listed above must be reviewed at each new subscription for Services, and at each modification to the Services. TIG does not maintain these documents and it's the responsibility of Customer to review them periodically.
- d) The foregoing order of precedence shall govern the interpretation of this Agreement and of the above listed documents in all cases of conflict or inconsistency therein, except as expressly provided in these documents.

SECTION 3: PROVISION OF SERVICES

- a) TIG agrees to provide to Customer such Services as ordered and paid for by Customer in accordance with and subject to its compliance with this Agreement.
- b) The Statement of Services Ordered/Service Plan (the "Service Plan") is set forth in the order quotation, and shown in Appendix A of this Agreement, and can be requested at any time by contacting your Imperial Account Representative. The Service Plan describes the Services selected and ordered by Customer, their corresponding itemized fees and the applicable Term, as defined hereunder. Should Customer have to add or remove Services to Customer's Service Plan, other than quantity changes to existing Services, an Amendment must be made using the Master Service Agreement Amendment Form. Once completed the Master Service Agreement Amendment Form becomes part of this MSA in full force.
- c) TIG shall be responsible for providing basic support to Customer. TIG's current basic technical support standard is 9x5, chat and email support. Premium Support and Management is available for an additional fee. Customer consents and authorizes TIG to monitor and record calls to or from TIG regarding the Services, including for support services, for training, support and quality control purposes.
- d) Some service offerings may require execution of an additional agreement and/or the payment of additional service fees.

SECTION 4: LAWFUL USE OF THE SERVICES

- a) Customer agrees to use all Services provided to it hereunder only for the Customer's lawful, appropriate, and permitted internal purposes hereunder. Customer shall not sell, rent, lease, host, license, publish, display, distribute, or otherwise transfer or make the Services available to a third-party. Customer is responsible to TIG for any unauthorized installation, use, copying, access or distribution of the Services by third-parties.



- b) Customer must follow good industry practices for safeguarding and maintaining confidentiality of data of its end users and shall comply with all applicable data protection and privacy laws with respect to any data of its end users.
- c) TIG and Third-Party Suppliers may collect, use, transfer, disclose, and otherwise process Customer and its end user's data, including personal data, as described in this Agreement or any document incorporated herein by reference.
- d) The Services must not be used in any application or situation where the failure of the Services could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Customer may not use the Services for any High Risk Use and must not grant any third-party the right to use the Services for any High Risk Use. High Risk Use does not include non-control functions, the failure of which would not result in death, personal injury, or severe physical or environmental damage. Customer agrees to indemnify and hold harmless TIG and the Third-Party Suppliers from any Claim arising out of its use of Services in connection with any High-Risk Use.
- e) In the event that Customer's use of the Services violates any applicable law or regulation, or otherwise violates this section, TIG shall have the right to immediately terminate this Agreement, as well as to pursue any and all of its other available remedies.

SECTION 5: TERM, TERMINATION, CANCELLATION POLICY

5.1 - Term

The Agreement's "Term" is comprised of the Initial Term and any Renewal Term (each, as defined below):

- a) Monthly Payment with One Year Term: For monthly payment with one-year term, the "**Initial Term**" is defined as the period from the date of Customer's initial execution and provision of the Service, through the end of the twelve (12) consecutive calendar month period thereafter. "**Renewal Terms**" for monthly payment with one-year term are defined as the twelve (12) consecutive month period beginning at the end of the Initial Term and each subsequent twelve (12) consecutive month period thereafter.
- b) Yearly Pre-Payment with One Year Term: For yearly pre-payment with one-year term, the "**Initial Term**" is defined as the period from the date of Customer's initial execution and provision of the Service, through the end of the twelve (12) consecutive calendar month period thereafter. "**Renewal Terms**" for yearly pre-payment with one-year term are defined as the twelve (12) consecutive month period beginning at the end of the Initial Term and each subsequent twelve (12) consecutive month period thereafter.
- c) Monthly Payment with Two Year Term: For monthly payment with two-year term, the "**Initial Term**" is defined as the period from the date of Customer's initial execution and provision of the Service, through the end of the twenty-four (24) consecutive calendar month period thereafter. "**Renewal Terms**" for monthly payment with two-year term are defined as the twelve (12) consecutive month period beginning at the end of the Initial Term and each subsequent twelve (12) consecutive month period thereafter.



- d) Yearly Pre-Payment with Two Year Term: For yearly pre-payment with two-year term, the “**Initial Term**” is defined as the period from the date of Customer’s initial execution and provision of the Service, through the end of the twenty-four (24) consecutive calendar month period thereafter. “**Renewal Terms**” for yearly pre-payment with two-year term are defined as the twelve (12) consecutive month period beginning at the end of the Initial Term and each subsequent twelve (12) consecutive month period thereafter.
- e) Monthly Payment with Three Year Term: For monthly payment with three-year term, the “**Initial Term**” is defined as the period from the date of Customer’s initial execution and provision of the Service, through the end of the thirty-six (36) consecutive calendar month period thereafter. “**Renewal Terms**” for monthly payment with three-year term are defined as the twelve (12) consecutive month period beginning at the end of the Initial Term and each subsequent twelve (12) consecutive month period thereafter.
- f) Yearly Pre-Payment with Three Year Term: For yearly pre-payment with three-year term, the “**Initial Term**” is defined as the period from the date of Customer’s initial execution and provision of the Service, through the end of the thirty-six (36) consecutive calendar month period thereafter. “**Renewal Terms**” for yearly pre-payment with three-year term are defined as the twelve (12) consecutive month period beginning at the end of the Initial Term and each subsequent twelve (12) consecutive month period thereafter.
- g) Automatic Renewal. This Agreement shall renew automatically at the end of the Initial Term and each Renewal Term unless terminated in accordance with this Agreement either by Customer or by TIG.

5.2 - Termination by Customer

- a) Monthly Payment with One Year Term: Customer may terminate the Agreement for convenience at any time on ninety (90) days advance written notice. The termination effective date will be ninety (90) days after receipt of the written notice. If Customer terminates for convenience a monthly payment plan with one-year term prior to the end of the then current Term, TIG shall not be required to refund Customer fees already paid and Customer will be charged the entire remaining months of the current Term.
- b) Yearly Pre-Payment with One Year Term: For all Services with a yearly pre-payment with one-year term contract Customer may terminate the Agreement for convenience with written notice sent at least ninety (90) days before the end of the Term. If the written notice is received after this required ninety (90) days but before the end of the Term, TIG may charge Customer a fee of \$175.00 to proceed with the termination as well as any early termination fees that may be charged to TIG by Third-Party Suppliers. TIG shall not be required to refund Customer fees already paid.
- c) Monthly Payment with Two Year Term: Customer may terminate the Agreement for convenience at any time on ninety (90) days advance written notice. The termination effective date will be ninety (90) days after receipt of the written notice. If Customer terminates for convenience a monthly payment plan with two-year term prior to the end of the then current Term, TIG shall not be required to refund Customer fees already paid and Customer will be charged the entire remaining months of the current Term.



- d) Yearly Pre-Payment with Two Year Term: For all Services with a yearly pre-payment with two-year term contract Customer may terminate the Agreement for convenience with written notice sent at least ninety (90) days before the end of the Term. If the written notice is received after this required ninety (90) days but before the end of the Term, TIG may charge Customer a fee of \$175.00 to proceed with the termination as well as any early termination fees that may be charged to TIG by Third-Party Suppliers. TIG shall not be required to refund Customer fees already paid.
- e) Monthly Payment with Three Year Term: Customer may terminate the Agreement for convenience at any time on ninety (90) days advance written notice. The termination effective date will be ninety (90) days after receipt of the written notice. If Customer terminates for convenience a monthly payment plan with three-year term prior to the end of the then current Term, TIG shall not be required to refund Customer fees already paid and Customer will be charged the entire remaining months in which the effective termination date occurs.
- f) Yearly Pre-Payment with Three Year Term: For all Services with a yearly pre-payment with three-year term contract Customer may terminate the Agreement for convenience with written notice sent at least ninety (90) days before the end of the Term. If the written notice is received after this required ninety (90) days but before the end of the Term, TIG may charge Customer a fee of \$175.00 to proceed with the termination as well as any early termination fees that may be charged to TIG by Third-Party Suppliers. TIG shall not be required to refund Customer fees already paid.

5.3 - Termination by TIG without Cause

- a) TIG may terminate this Agreement without cause by providing written or electronic mail notice of termination to Customer's administrative email contact address not less than thirty (30) calendar days prior to the effective termination date.
- b) Monthly Payment with One Year Term: For monthly plans, if the effective termination date occurs prior to the end of the then current Term, TIG shall refund or not charge Customer the monthly fees for the month in which Services terminate.
- c) Yearly Pre-Payment with One Year Term: If TIG terminates a yearly pre-payment with one-year term Agreement without cause prior to the end of the then current Term, a refund equal to the prepaid fees attributable to the remaining month(s) less any unpaid fees shall be issued within thirty (30) calendar days of account termination to Customer via cheque. This refund shall be the Customer's sole and exclusive remedy and TIG's entire aggregate liability for TIG's early termination of the Agreement without cause.
- d) Monthly Payment with Two Year Term: For monthly plans, if the effective termination date occurs prior to the end of the then current Term, TIG shall refund or not charge Customer the monthly fees for the month in which Services terminate.
- e) Yearly Pre-Payment with Two Year Term: If TIG terminates a yearly pre-payment with two-year term Agreement without cause prior to the end of the then current Term, a refund equal to the prepaid fees attributable to the remaining month(s) less any unpaid fees shall be issued within thirty (30) calendar days of account termination to Customer



via cheque. This refund shall be the Customer's sole and exclusive remedy and TIG's entire aggregate liability for TIG's early termination of the Agreement without cause.

- f) Monthly Payment with Three Year Term: For monthly plans, if the effective termination date occurs prior to the end of the then current Term, TIG shall refund or not charge Customer the monthly fees for the month in which Services terminate.
- g) Yearly Pre-Payment with Three Year Term: If TIG terminates a yearly pre-payment with three-year term Agreement without cause prior to the end of the then current Term, a refund equal to the prepaid fees attributable to the remaining month(s) less any unpaid fees shall be issued within thirty (30) calendar days of account termination to Customer via cheque. This refund shall be the Customer's sole and exclusive remedy and TIG's entire aggregate liability for TIG's early termination of the Agreement without cause.

5.4 - Termination for Cause

- a) By Customer. To terminate its account for TIG's material breach of the terms or conditions of this Agreement, Customer shall provide to TIG in writing, the details of TIG's material breach and allow TIG thirty (30) days to cure any such violation prior to termination of this Agreement. Customer may only terminate this Agreement if TIG fails to cure the alleged material breach within such thirty (30) day delay.
- b) By TIG. TIG may terminate this Agreement for cause and/or any or all Services offered to Customer for any of the following reasons:
 - i. immediately, if the Recipient places or attempts to place any malicious code on the Service.
 - ii. if Customer fails to cure any other breach to this Agreement within fifteen (15) days from being notified of such breach, including, but without limitation, for failure to make payment when due or failure to provide and keep current all administrative contact and billing information.
- c) In the event of termination for cause, TIG shall not refund any paid fees. Termination for cause will not cancel or waive any fees owed to TIG as per this Agreement.

5.3 – Third-Party Supplier Termination

In the event a Third-Party Supplier of one or more Services terminates the applicable supplier agreement, in whole or in part, including with respect to individual Services, TIG may terminate this Agreement in its entirety or in part, including termination of only those Services provided under the terminated Third-Party Supplier agreement without any further obligation. Following termination of this Agreement TIG may terminate End User License Agreements, in whole or in Part, to the extent they are affected by termination of the Third-Party Supplier agreement, including with respect to individual Services.

5.4 - Following Termination

The termination of this Agreement will not cancel or waive any fees owed to TIG. Moreover, Customer's data and account settings shall be irrevocably deleted thirty (30)



days from the date of the termination, unless Customer has by such date paid all amounts and damages owed to TIG. That includes web site content, databases, email messages and all content stored on Third-Party Suppliers systems.

It shall be the Customer's exclusive responsibility to secure all necessary data from its account, prior to the expiry of this thirty (30) day period after termination.

SECTION 6: FEES, BILLING, TAXES, CHARGES

6.1 - Fees

- a) The fees initially charged upon ordering any Service ("Fees") will be effective for the applicable Initial Term and each renewal term of this Agreement, subject to TIG's right to increase these fees at any time upon thirty (30) calendar days' notice to Customer. In consideration for the Services provided under the Agreement, Customer shall pay to TIG the applicable Fees, together with any and all applicable Taxes related to the Services provided.
- b) TIG has the right to increase the Fee's applicable to the Services upon thirty (30) calendar days prior notice to Customer, such notice may be made either by a post on TIG's website, via postal letter mail or by email, at TIG's sole discretion. If Customer continues to use the Service after the effective date of the modification to the Fees, Customer will be deemed to have accepted such price increase. If Customer does not agree with such fee increase, Customer will have the right to terminate the affected Services immediately upon notice, provided, that such notice of termination must be received within thirty (30) calendar days of date of notice of the fee increase. Such termination shall be deemed a termination for convenience by Customer. TIG shall not be required to refund Customer fees already paid and Customer will be charged the entire month in which the effective termination date occurs. If Customer is entitled to a refund the refund shall be Customer's sole and exclusive remedy and TIG's entire aggregate liability for termination of the Agreement.

6.2 - Billing

- a) TIG will bill the Customer on a monthly or yearly basis for all recurring fees. One-time fees, including late payment fees, invoice processing fees, pro-rated fees and returned check fees may occur at any time. All plan or feature changes may be billed within a seven (7) days period. No refund or adjustment shall be issued for one-time fees. For recurring fees, no refund or adjustment for plan downgrades within the current monthly term shall be issued.
- b) Customer shall at all times provide and keep current and up-to-date its contact, and billing information on file with TIG.

6.3 - Suspension for Non-Payment

In the event Customer fails to make timely payment for any reason by the due date on the invoice, TIG may suspend access to any Services. During such suspension, existing data



will not be affected. After thirty (30) days of non-payment from when the date payment is due, TIG shall have the right, without limitation, to immediately terminate this Agreement and delete all of Customer's data.

SECTION 7: DATA CONTROL

Customer hereby confirms that TIG is the data controller for any text, sound, video or images, and software that the Customer provides to TIG. Customer consents and authorizes TIG and Third-Party Suppliers (and their service providers and subcontractors) to access and disclose to law enforcement or other government authorities' data from, about or related to Customer, including the content of communications (or to provide law enforcement or other government entities access to such data). Customer shall notify its individual users of the Services that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities and shall obtain the users' consent to the same. TIG when allowed by law will notify Customer via the Administrative Contact Email that such a disclosure has occurred.

SECTION 8: WARRANTY

- a) THE SERVICES ARE SOLD AND/OR PROVIDED HEREUNDER WITH THE MANUFACTURER'S WARRANTY, IF ANY. TIG DOES NOT PROVIDE ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE SERVICES SOLD AND/OR PROVIDED HEREUNDER ARE FREE OF PROGRAMMING ERRORS AND WILL OPERATE WITHOUT INTERRUPTION, OMISSION OR DEFAULT, OR THAT ANY ERRORS WILL BE DISCOVERED, OR THAT THE ERRORS DISCOVERED WILL BE CORRECTED.
- b) CUSTOMER IS THE SOLE MASTER OF THE USE MADE OF THE SERVICES SOLD OR PROVIDED HEREIN. TIG MAKES NO REPRESENTATION AND DOES NOT WARRANT THAT THE SERVICES SOLD AND/OR PROVIDED HEREUNDER (I) CAN BE USED ACCORDING TO THE COMBINATIONS CONSIDERED BY CUSTOMER; OR (II) MEET THE BUSINESS REQUIREMENTS, TECHNICAL REQUIREMENTS OR PROFESSIONAL NEEDS OF CUSTOMER, EVEN IF CUSTOMER HAS ADVISED TIG SUCH REQUIREMENTS AND NEEDS.
- c) TIG MAKES NO CLAIMS ABOUT THE SUITABILITY OR ACCURACY OF THE SOFTWARE, SERVICES OR DATA SUPPLIED HEREUNDER FOR ANY PURPOSE, AND MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED; INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR THAT THEIR USE BY CUSTOMER WILL NOT INFRINGE ANY THIRD-PARTY PATENTS, COPYRIGHTS, TRADEMARKS, OR OTHER RIGHTS.
- d) THERE ARE NO OTHER WARRANTIES FROM TIG, WRITTEN OR ORAL, EXPRESS OR IMPLIED.

SECTION 9: LIABILITY

- a) To the extent permitted by applicable law, whatever the legal basis for the claim, neither party, nor any of its affiliates or suppliers, will be liable for any indirect damages (including, without



limitation, consequential, special or incidental damages, damages for lost profits or revenues, business interruption, or loss of business information) arising in connection with this agreement, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. To the maximum extent permitted by applicable law, and notwithstanding anything to the contrary in this agreement, Customer agrees that TIG's total maximum aggregate cumulative liability, for all past, present or future claims, demands, fines, penalties, actions, causes of actions, requests, lawsuits, judgments, damages, liabilities costs, expenses, prejudices or losses, including reasonable attorney's fees arising as a result of or in relation to this Agreement, shall be limited to actual and direct damages and not, under any circumstances, exceed, in the aggregate for all claims by any and all persons, the total of amounts actually paid to TIG by Customer under this Agreement in the three (3) months preceding any such claim.

- b) Customer acknowledges and agrees that Customer's recourses and remedies, TIG's liability and its vendors and licensor's liability are further limited for specific Services by the SERVICE LEVEL AGREEMENT, the applicable MICROSOFT END-USER LICENSE TERMS and the MICROSOFT CLOUD AGREEMENT.
- c) Additionally, Customers of Microsoft Online Services acknowledge that Microsoft has the right to disable or terminate said Customer's Services for legal or regulatory reasons, or as per the terms and conditions outlined in the MICROSOFT CLOUD AGREEMENT. In the event of such a disablement or termination by Microsoft, Customer will not have any claim against TIG for damages or lost profits resulting from any such disablement or termination. Moreover, TIG will be entitled to invoice Customer for the Services that Customer ordered prior to any disablement or termination.

SECTION 10: HARDWARE, EQUIPMENT, AND SOFTWARE

TIG makes no representations, warranties, or assurances that the Customer's equipment will be compatible with the Services.

SECTION 11: INDEMNIFICATION

Customer shall indemnify, defend and hold harmless TIG (and its subsidiaries, affiliates, officers, employees, agents, partners, mandataries, vendors and licensors) from any and all Claims (including third-party Claims) arising as a result of or in relation to any breach of this Agreement or fault by Customer, or in relation to any activities conducted by Customer through the Services, or otherwise in relation to the Customer's products or services.

SECTION 12: COMMUNICATION OF INFORMATION TO THIRD-PARTY SUPPLIERS

Customer agrees and consents to the disclosure of its name and address to Third-Party Suppliers as part of their right to verify compliance by TIG under the agreements between them.

Customer agrees and consents that TIG and Third-Party Suppliers may collect, use, transfer, disclose, and otherwise process the Customer's data, including personal data, as described in the present Agreement or any related documents including those incorporated herein by reference.



Furthermore, Customer agrees and consents that Third-Party Suppliers and TIG may send direct communications to Customer related to the terms of this Agreement or any documents incorporated herein by reference or the operation or delivery of the Services.

SECTION 13: MISCELLANEOUS

13.1 – Gender and Number:

In this Agreement, unless there is something in the context inconsistent therewith, words importing the singular include the plural and vice versa, and words importing gender include all genders.

13.2 - Excused performance:

Except for monetary obligations, this Agreement and Customer's obligations hereunder shall not be affected or impaired because TIG is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of circumstances beyond TIG's control (including any and all labour disputes, strikes and lockouts, third-parties, and failures of the Internet), TIG's obligations under this Agreement shall be suspended and excused by any such events or circumstances.

13.3 – Survival:

Sections 8, 9, 11 and 13 of this Agreement shall survive termination.

13.4 – Modifications of the Services

Except as expressly set forth in this Agreement, no other change shall be binding to the Parties unless in writing and accepted by authorized representatives of both Parties.

Furthermore, and notwithstanding the above, Customer acknowledges and agrees that Third-Party Suppliers may modify the Services, or may release a new version of the Services at any time and for any reason including, but not limited to, to address customer needs or otherwise address competitive demands, to respond to a government regulation, order, or law, or to advance innovation in its product offerings. The Third-Party Suppliers reserve the right to add new features or functionality to, or remove existing features or functionality from, the Services.

13.5 – Severability

Each of the provisions of this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction will not affect the validity or enforceability of any other provision thereof.



13.6 – Assignment

Save as may be otherwise specifically provided herein, neither this Agreement nor any of the rights or obligations of a party hereto may be assigned in whole or in part. Assignments or transfers release TIG of all obligations created by this Agreement.

13.7 - Successors and Assigns

This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, liquidators, administrators, successors and permitted assigns.

13.8 – Notices

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be given:

when to TIG, at customercare@imperial-group.ca or via certified mail at the address appearing hereinabove;

when to Customer, at the e-mail address of the administrative contact provided by Customer.

13.9 – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regards to any section pertaining to conflict of laws.

13.10 – Language

Customer has chosen that this Agreement be drafted in English. Le client a choisi que cette entente soit rédigée en anglais.



SECTION 14 – EXECUTION

By signing below, I acknowledge that I am duly authorized to accept this Agreement on behalf of Customer and that I am duly authorised to bind Customer to this Agreement and the incorporated terms and conditions located in Section 2:

Authorized Signature

Authorized Name

Title

Date



APPENDIX A – STATEMENT OF SERVICES ORDERED

This is a record of the services covered by this Master Service Agreement, including the coverage dates applicable.

Billing Start Date:
Billing End Date:
Billing Frequency:
Initial Billing Term:
Renewal Billing Term:

Qty	Part Number	Description	Each	Extended

END OF APPENDIX A



APPENDIX B – CUSTOMER INFORMATION

TIG Account Number:

Customer Name:

Customer Address:

Primary Contact:

END OF APPENDIX B