



GENERAL TERMS AND CONDITIONS

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GENERAL

1. DEFINITIONS AND INTERPRETATION

In these Conditions, the Agreement, the Rate Schedule and every Quote, Order, Plan contract, or other arrangement in connection with the supply of Goods or Services by **IT Hero Inc.** the following words have the following meanings:

"Agreement" means any arrangement between Us and You (whether alone or in conjunction with any other person) for Services and/or the provision of Goods provided by Us under an arrangement in connection with Work agreed to be done or progressed for or on behalf of You or any other person at Your request, including as set out in this Agreement and any corresponding Proposal.

"After Hours" means 5:30PM – 9:00AM hours Monday to Friday and all day Saturday and Sunday, including Public Holidays.

"Business Hours" means 9:00AM – 5:30PM Monday to Friday excluding Public Holidays.

"Client", "You" or "Your" means a person who seeks or obtains a quote for, or who orders, Goods or Services from Us, and includes both a person whose name is on the Order or on an email attached to which is an order, a person who places an Order, and a person on whose behalf an Order is placed or on whose behalf it appears and order is placed, and in any case each of their heirs, successors and assigns.

"Conditions" means these Terms and Conditions.

"Goods" means any goods and/or services sourced by Us or provided by Us in connection with any such goods and/or services including computer hardware and Software and any goods or services provided in connection with any of those things.

"GST" (Goods and Services Tax) has the meaning given to it in Part IX of the Excise Tax Act (R.S.C., 1985, c. E-15) and constitutes **5%** in Alberta.

"Order" means any order requested by You to Us for Goods or Services in any form.

"Quote" means a quote provided to You by Us.

"Period" means a particular number of half-days, days, weeks, fortnights, months, or any other period, as may be agreed between Us and the You as the period during which some Services will be provided.

"Plan" means any arrangement between Us and You (whether alone or in conjunction with any other person) for Services and/or the provision of Goods provided by Us under an arrangement in connection with Work agreed to be done or progressed for or on behalf of You or any other person at Your request, including as set out in a Plan Schedule.

"Plan Schedule" means the key terms applicable to Plans as set, and as may be varied by Us, from time to time in its absolute discretion without notice to You.

“Proposal” means a Quote or Proposal provided to You by Us.

“Public Holidays” means any day which is a public holiday throughout Alberta, Canada.

“Rates” means the hourly rates and other charges for Services (including any call-out fees and any Return/Cancellation Fees) set out in the Rates Schedule, Plan, Plan Schedule, Quote, contract or arrangement entered into by Us and You or in these Conditions.

“Rate Schedule” means the schedule of rates, charges, and conditions for Our Services, as established and subject to variation by Us in Our absolute discretion without prior notice to You.

“Recommended Technology Platform” is the list of Software and Hardware recommended by Us and found at <https://www.ithero.ca/rtp>.

“Response Time” is measured as the difference between the time We are first notified of a New Service Request as per the process outlined in the Agreement and the time that We start providing Service on the Service Request. We do not count any triage, scheduling or dispatch work when calculating Response Times.

“Return/Cancellation Fee” means a fee charged pursuant to clause 12.5.

“Service Request” means any request for work that is either initiated by You, requesting Us to perform specific tasks, or proactively performed by Us on Your behalf.

“Services” means the provision of any services by Us including Work, advice, and recommendations.

“Software” means software applications and any associated installations, updates, and related software components, as well as any Services provided in connection with the use, installation, or maintenance of such software.

“Us”, “Our” or “We” means **IT Hero Inc.** and its heirs, successors, and assigns.

“Work” means anything We may do, provide, customise, produce, or acquire, whether or not in connection with, or for the purposes of, You or Your use or benefit, and includes testing, troubleshooting, installation and configuration of new equipment or software, consulting, scoping, planning, documenting and quoting for complex items.

Words denoting the **singular** number only **shall include the plural** number and vice versa.

Headings and words put in **bold** are for convenience of reference only and **do not affect the interpretation or construction** of these Conditions.

All references to dollars (\$) are to **Canadian Dollars**.

A reference to time is to **Mountain Time** (Edmonton, Alberta).

A reference to an **individual or person includes a corporation**, partnership, joint venture, association, authority, trust, state, or government and vice versa.

A reference to a recital, clause, schedule, annexure, or exhibit is to a recital, clause, schedule, annexure or exhibit of or to these Conditions.

A recital, schedule, annexure or description of the parties forms part of these Conditions.

A reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions), as amended, novated, supplemented or replaced from time to time.

Where an expression is defined, **another part of speech or grammatical form of that expression has a corresponding meaning.**

A reference to **"includes"** means **includes without limitation.**

A reference to **"will"** or **"shall"** imports a condition not a warranty.

A reference to **bankruptcy or winding up** includes bankruptcy, winding up, liquidation, dissolution, becoming an insolvent under administration, being subject to administration and the occurrence of anything analogous or having a substantially similar effect to any of those conditions or matters under the law of any applicable jurisdiction and to the procedures, circumstances and events which constitute any of those conditions or matters.

2. APPLICATIONS OF THESE CONDITIONS

Unless otherwise agreed by Us in writing, these Conditions are deemed incorporated in and are applicable to (and to the extent of any inconsistency will prevail over) the terms of every Quote, Order, Plan, contract, or other arrangement in connection with the supply of Goods and/or Services by Us to You.

The invalidity or enforceability of any one or more of the provisions of this Agreement will not invalidate, or render unenforceable, the remaining provisions of this Agreement.

3. COMMITMENT TERM

- 3.1 Term Limits: The minimum term for Our Services is one (1) year, and the maximum term is three (3) years.
- 3.2 Starting Date: The commitment Term starts on the day the Agreement is signed.
- 3.3 Automatic Renewal: Upon expiration of the commitment term, the Agreement will renew automatically for one (1) year term, unless indicated otherwise. The auto-renewal will continue indefinitely, unless the Agreement is terminated in accordance with the conditions outlined in Clause 4 (Termination).

4. TERMINATION

- 4.1 You may terminate the Agreement without incurring any penalties if:
 - 4.1.1 You provide Us with a minimum thirty (30) days' written notice prior to the expiration of the commitment term.

- 4.1.2 We fail to fulfill our obligations under this Agreement in any material respect, and we fail to remedy the failure within thirty (30) days' cure period following a written statement from You outlining the details of failure, and You provide Us with a ninety (90) days' written notice.
 - 4.1.3 We breach any material term or condition of this Agreement, and we fail to remedy such breach within thirty (30) days' cure period following a written statement from You outlining the details of the breach, and You provide Us with a ninety (90) days' written notice.
- 4.2 We may terminate this Agreement upon ninety (90) days' written notice to You.
- 4.3 Termination Assistance: In the event that either party terminates this Agreement, We shall provide assistance in facilitating the orderly termination of Services, which includes the timely transfer of the Services to another designated provider. You agree to compensate Us for rendering such assistance at Our normal rates as outlined in Our current Rate Schedule.
- 4.4 Early Termination: In the event that You wish to terminate this Agreement before the end of the committed term, You agree to make payment for all remaining payments due until the end of the committed term.

5. REPRESENTATIONS

- 5.1 Limitations: You recognize and acknowledge that none of Our employees or agents have the authority to make any representations, warranties, or promises regarding the supply of Goods or Services, except as expressly stated in the Conditions.
- 5.2 Website Information: We do not make any representations or warranties regarding the completeness or accuracy of the information available on Our website. We do not endorse any internet sites linked to Our website or any third-party products or services mentioned on Our website.

6. NOTICES

- 6.1 Any notices given under the Conditions shall be in writing and sent by e-mail to the contact addresses specified in the Agreement.

7. GOVERNING LAW

- 7.1 The Conditions shall be governed by and construed in accordance with the laws of Alberta, Canada and the parties submit to the non-exclusive jurisdiction of the Courts of Alberta, Canada.

8. ASSIGNMENT

- 8.1 You may not assign Your rights and obligations under this Agreement without the prior written consent of Us.

9. VARIATION OF THESE TERMS AND CONDITIONS

- 9.1 We may at any time vary these Terms and Conditions by publishing the varied Terms and Conditions on Our website. You accept that by doing this, We have provided You with sufficient notice of the variation. We are under no other obligation to notify You of any variation to these terms and conditions.

GOODS AND SERVICES

10. QUOTES

- 10.1 A Quote is merely an invitation to You to place an Order with Us and the acceptance of a Quote by You will not create a binding contract between You and Us.
- 10.2 Quotes are valid for 7 days unless otherwise specified in the Quote. Expiry dates on quotes are set to be able to inform Us when the quote is still active or to be discarded. Once discarded the quote will need to be requested again.
- 10.3 A quote is confirmed as 'final' as soon as both parties agree with the final price after any last changes requested by You. Once the quote has been confirmed by Us, then the prices in the quote will be confirmed as the final agreed price.
- 10.4 The price in the final quote may vary from the original request if there is any price or product changes requested by You. We reserve the right to alter product and prices in the quote, as long as the quote has not been confirmed with You.
- 10.5 Quotes and estimates shall be deemed to correctly interpret the original specifications and are based on the cost at the time the quote or estimate is given. If You later require any changes to the quotes, and We agree to the changes, these changes will be charged at Our prevailing rate.
- 10.6 The general minimum turnaround time for Quote request to be actioned is usually 24 hours. In the event that a quote is required urgently please let us know so that we can respond to it accordingly.
- 10.7 In the event that products in the Quote are subjected to any price and supply fluctuations that is outside of Our control We reserve the right to update the price and product in the Quote accordingly. If a product has undergone a price drop or a price increase, the Quote will then be adjusted accordingly. If there is a product that is no longer available, the product will then be replaced or substituted based on Your request and is subject to Your final approval.
- 10.8 Price on non-stocked products are subjected to Price and stock fluctuations and can only be confirmed once the product is available in stock. While We

endeavour to honour every price quoted, if there is a price increase that is beyond our control, We reserve the right to increase the price as necessary.

- 10.9 Once a Quote has already passed the expired date, We may cancel the quote or estimate without having to notify or receive an approval from You.
- 10.10 ETA information is based on an estimate given by our vendors and cannot be held as the actual promised date.
- 10.11 Freight charges will be added to the Order unless otherwise stated. Any included delivery charges are estimates only.
- 10.12 We do not keep inventory and as such, only order items once we receive the order confirmation from a client. If You would like to return an item or cancel an order, a restocking fee may apply. We will need to get approval from the distributor that the stock is returnable before being able to issue a refund as not all products can be returned.
- 10.13 Prices are based upon total Quote Purchase.
- 10.14 Unless Specified, all items on quote are covered by manufacturer's warranty covering parts and labour for hardware only on a return to depot basis.
- 10.15 Varying or withdrawing Quotes: We may vary or withdraw a Quote at any time in Our absolute discretion and without prior notice to You. We may do so for any reason We consider fit, including, e.g. where the Goods or Services become unavailable or the cost price of Goods or Services increases after the date of the Quote.

11. ORDERS

- 11.1 Orders for Goods and/or Services may be placed and confirmed in writing via e-mail and originating from the authorized person as indicated in Agreement.
- 11.2 We retain the right to request from You the full payment in cleared funds for the Order before placing the Order.
- 11.3 No obligation to deliver: We are under no obligation to deliver any Order until we have received payment in cleared funds from You for the Order, any related freight, delivery and (where applicable) in-transit insurance costs. In the event that We are unwilling or unable to complete the Order for any reason, We will refund any payment made by You in respect of the Order.
- 11.4 Cancellation of Orders: You will not cancel an Order unless We agree to do so in writing, at Our absolute discretion. You acknowledge that, amongst other things, We cannot cancel an Order once the manufacturer or supplier has dispatched the relevant Goods and that such dispatch often occurs on the same day as the Order is placed by Us.

- 11.5 Processes and Procedures: We have processes and procedures that We adhere to in the course of providing Our Services and supplying of Goods. You agree to cooperate with Us and comply with these processes and procedures as advised to You from time to time.

12. PRICING AND RATES

- 12.1 Rates exclude Tax: All rates and amounts charged or quoted for Goods and/or Services by Us are exclusive of Tax and any other applicable taxes or government charges (unless otherwise stated in writing by Us).
- 12.2 Rates Schedule: You must pay for Goods and Services at the Rates set out in any applicable Plan and the Rate Schedule as applicable from time to time during the provision of the Goods and/or Services.
- 12.3 Vary Rates: We reserve the right to modify any Rate and/or Rate Schedule (subject to any fixed pricing for specific periods in any Plan), at Our absolute discretion.
- 12.4 Call-out fees: You acknowledge that call-out fees may be charged in addition to the Rates, depending on where the Services are provided.
- 12.5 Return/Cancellation Fee: In the event that We facilitate a return or refund on Your behalf, or if You choose to cancel an Order that is already in progress, We reserve the right to charge a Return/Cancellation fee if such fee is imposed on Us by our vendors in relation to processing the return, refund, or cancellation of the Order.
- 12.6 Expenses: You shall reimburse Us for any out-of-pocket expenses reasonably incurred in the provision of the Services, in addition to the agreed Rates, charges, and call-out fees. These expenses may include but are not limited to travel costs, flights, car hire, fuel, insurance, taxi fares, accommodation, meal allowances, tolls, and parking expenses. We will seek prior written authorization from You before incurring such expenses, whenever possible. You shall make payment upon receiving a written demand for reimbursement.
- 12.7 Calculation of Increments: Hourly charges will be calculated based on increments of 1 hour, with rounding up to the nearest hour.
- 12.8 Change in Underlying Costs: In the event of any increase in the underlying costs associated with the supply of Goods or Services by Us to You, We reserve the right, at Our sole discretion, to adjust any of the Rates. Such adjustments will be made without prejudice to any other rights of Ours under these Conditions.
- 12.9 Pre-Paid Blocks of Service: Payment must be made in advance for the Pre-Paid Blocks of Service at the agreed Rate and Period outlined in the Agreement. Any unused Service time remaining at the end of the Period will not be carried forward or rolled over to the next Period. We shall not be held liable to

reimburse, provide compensation, or indemnify You in any form for the unused Services.

13. SERVICES AND PLANS

- 13.1 We reserve the right to withdraw the provision of, or modify the scope, terms, or conditions of the Services without prior notice. Such modifications, additions, or changes may be made at Our sole discretion.
- 13.2 Copies on Request: We will provide You with a copy of the current Rates Schedule upon request. Plan Schedules are tailored for particular Plans and are available to Clients participating in the Plan.

14. CONTRACTING

- 14.1 We may choose to subcontract any or all of the Services to be performed, while retaining primary responsibility for the provision of Services under these terms.

15. DELIVERY, TITLE AND RISK

- 15.1 Delivery Liability: We will make every reasonable effort to dispatch Goods by the agreed-upon due date. However, We shall not be held liable for non-delivery or failure to deliver on time if such circumstances are beyond its reasonable control. This includes situations where non-delivery or delays are caused by factors such as failures in the supply chain to Us or delays caused by third parties, including delivery companies or manufacturers.
- 15.2 Availability to accept delivery: You must be available to accept the Goods at Your nominated delivery address during Business Hours unless otherwise arranged.
- 15.3 Passing of Risk: The delivery of Goods will be considered complete once they are delivered to the address specified by You. At this point, all risks related to loss, breakage, damage, and any other risks associated with the Goods will transfer to You. It is important to note that this clause (15.3) does not impact the ownership/title of the Goods.
- 15.4 Obligation to insure: You must ensure that Goods are adequately secured and protected from the time of delivery under clause 15.3.
- 15.5 Retention of Title: The title to and ownership of the Goods supplied to You will remain with Us until full payment, in cleared funds, for the Goods is received. Until the payment is made in full, the title and property in the Goods do not transfer to You. We reserve the right, without prior notice, to enter any premises where We suspect the Goods may be located. We may take possession of the Goods, even if they are attached to other goods that are not Our property, and remove them from the premises. For this purpose, You irrevocably authorize and direct Us, along with Our employees and agents, to enter the premises as Our duly authorized agent. You also agree to indemnify and hold Us harmless

from any costs, claims, allegations, demands, damages, expenses, or any other acts or omissions arising from or in connection with such entry, repossession, or removal.

16. COMPUTER UTILITY, FUNCTIONALITY AND FITNESS FOR PURPOSE

- 16.1 Service Limitations Given the Science of Computing: You acknowledge that the nature of the Services may involve an element of trial and error, as computing is a field that often deals with novel or unknown circumstances and requires experimentation. You acknowledge that the Services may include tests, troubleshooting, advice, and recommendations that may prove to be incorrect or unsuitable, especially when attempting to resolve a specific problem You are experiencing. While We will exercise what We deem to be reasonable efforts, based on Our absolute discretion, to provide appropriate tests, troubleshooting, sound advice, and reliable recommendations to assist You, You agree to indemnify and hold Us harmless in relation to the provision of Our Services to You.
- 16.2 Reasonable Assistance Limits: Our obligation to provide assistance is limited to what We, in Our absolute discretion, consider to be reasonable in the given circumstances. This includes tasks such as the installation and customization of new software or hardware for You or any other work covered under the agreed plan. Any additional work beyond the scope of the agreed plan will be subject to additional charges at the applicable Rates, unless otherwise agreed upon. While We have the discretion to determine what constitutes reasonable assistance, typically it involves work conducted during business hours within a timeframe specified by Us, which may be communicated or estimated in relation to the specific task or project.
- 16.3 Recommendations, Suitability, Functionality, and Fitness for Purpose: You acknowledge that We have limited to no control over various factors related to the suitability, function, or fitness for purpose of Goods recommended by Us to You within the existing or new computer environment. These factors include aspects such as compatibility, or the Goods' ability to integrate seamlessly, or perform as expected within the receiving computer environment. Additionally, We have no control over the behaviour or actions of third-party suppliers, such as product support services.
- 16.4 Customization of Goods: You acknowledge that the Services provided by Us may include the task of customizing Goods to make them suitable for specific purposes. Please note that customization itself can be a significant project requiring substantial time and effort.
- 16.5 Sole Responsibility and Indemnification: You bear sole responsibility for decisions regarding whether to follow Our recommendations, whether to

purchase or customize Goods, or to obtain Services for any purpose. You agree to hold Us harmless in relation to any such decisions, as well as any failure or defect in the suitability, function, or fitness for purpose of the Goods and/or Services. It is Your responsibility to seek independent advice or a second opinion from a qualified professional as needed.

- 16.6 In instances where We provide Services with the intention of fulfilling Your specified purposes, ensuring suitability, function, or fitness for purpose (whether explicitly expressed, agreed upon, or otherwise), You are required to make timely payments for those Services without any set-off or counter-claims. This payment obligation remains in effect regardless of Our ability to achieve the desired purposes, suitability, function, or fitness for purpose, and We shall act in good faith and make reasonable efforts, at Our absolute discretion, to pursue and attain those outcomes.

17. FORCE MAJEURE

- 17.1 Liability: Neither party shall be liable for any failure or delay in performing its obligations under this agreement if such failure or delay is caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, government regulations, strikes, labour disputes, power outages, or technical failures ("Force Majeure Event").
- 17.2 Notification: The affected party shall promptly notify the other party in writing of the occurrence of a Force Majeure Event, specifying the nature of the event and the anticipated duration of the delay.
- 17.3 Relief: During the period of the Force Majeure Event, the parties shall be relieved of their respective obligations to the extent such obligations are affected by the Force Majeure Event.
- 17.4 Mitigation: The party claiming Force Majeure shall use its best efforts to mitigate the effects of the Force Majeure Event and resume the performance of its obligations as soon as reasonably practicable.

18. PRODUCT SPECIFICATIONS

- 18.1 Spec Variations: While We strive to provide the Goods as specified in the Order, there may be instances where We supply alternative Goods with minor variations in actual specifications. Such variations may occur if the manufacturer of the Goods makes changes to the specifications between the Order date and the delivery date.
- 18.2 Substitutions: In the event that We are unable to supply the exact Goods ordered by You, we reserve the right to provide alternate Goods of equal or superior quality within the same price range.

19. WARRANTIES

- 19.1 We make no warranties, whether expressed or implied, regarding the Services provided. You acknowledge that the Services are provided "as is" and without any warranty of any kind, including but not limited to the warranties of merchantability or fitness for a particular purpose.
- 19.2 Manufacturer's Warranty: You acknowledge and agree to rely on the warranties provided by the manufacturer of the Goods supplied by Us, if applicable. In the event of any claims covered by such warranties We will make reasonable efforts to assist You in facilitating the claim, however, We shall not be held responsible for directly dealing with the manufacturer.
- 19.3 Exclusion of Manufacturer's Liability: You agree to indemnify and absolve Us from any liability regarding the performance or any other aspect of Goods supplied to You by Us, including any obligations of the manufacturer related to those Goods. This includes any damages or monetary claims that may arise due to the manufacturer's breach of warranties associated with the Goods.

20. LIABILITY

- 20.1 Program or data loss: While we take diligent and thorough measures to protect Your business by ensuring business continuity, service uptime, data security and backups across multiple locations, You acknowledge that program or data loss or damage can still occur.
- 20.2 Limitation on Damage: We shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or in connection with the Goods and Services provided, including but not limited to loss of data, loss of profits, or business interruption.
- 20.3 Maximum Liability Cap: Our total liability, whether in contract, tort, or otherwise, shall not exceed the total amount paid by You for the Services rendered during the six (6) months preceding the event giving rise to the liability.
- 20.4 Exclusions: To the maximum extent permitted by law and unless explicitly stated otherwise within this document, all terms, conditions, or warranties regarding the quality, fitness for a particular purpose, condition, description, assembly, manufacturing, design, or performance of the Goods or Services are expressly excluded. This exclusion encompasses any implied terms arising from statutes, common law, trade usage, custom, or any other sources.

21. ERRORS AND OMISSIONS

- 21.1 Accuracy of Prices and Descriptions: We strive to ensure the accuracy of all quoted prices and descriptions. However, in the event of an error or omission, We reserve the right to cancel the relevant contract by providing written notice to You. This right is applicable even if We have already accepted Your Order

and/or received payment from You. Our liability, in such cases, will be limited to refunding any amount You have paid for the specific Order.

RESPONSIBILITIES

22. DATA SECURITY AND PRIVACY

- 22.1 Confidentiality: We shall maintain the confidentiality of Your data and information obtained during the provision of Services and shall not disclose or use such data except as required for the performance of the Services or as otherwise authorized by You.
- 22.2 Liability: We will employ reasonable administrative, technical, and physical measures to safeguard Your data, ensuring the confidentiality and integrity of the information provided. However, We shall not be held liable for any unauthorized access, disclosure, loss, or alteration of data, unless such incidents are a result of Our gross negligence or intentional misconduct.
- 22.3 Collection and Usage: We will collect Your personal information for the purpose of fulfilling Quotes, Orders, and providing Goods or Services to you. We may retain and utilize this information solely for these authorized purposes.
- 22.4 Disclosure: We may disclose Your personal information to other individuals or entities for the following purposes: fulfillment of Quotes and Orders on Your behalf, verification of the information that You provide to Us, engagement with prospective suppliers of Goods or Services that may be suitable for Your needs, or handling inquiries related to any of the aforementioned purposes.
- 22.5 Otherwise, We will not disclose Your personal information without Your consent unless authorised by law.

23. ACCESS TO SYSTEMS, SITES, PEOPLE AND 3RD PARTY PROVIDERS

- 23.1 For Us to provide You with the agreed-upon Service, You agree to grant Us access to various items, including but not limited to, equipment, personnel, and sites, as and when required.
- 23.2 You consent to the installation of software on your Equipment, which enables Our technicians to access Your systems at any time. This software allows Us to monitor system statuses, send monitoring information, view users' desktops, and control Your PCs. Please note that this may require leaving devices on overnight or during weekends.
- 23.3 There may be instances where we need to contact your third-party providers on your behalf, such as your internet service provider. Some of these providers

may require your authorization for us to act on your behalf. It is your responsibility to ensure that we have the necessary permissions to liaise with these providers freely.

24. PAYMENT, LATE PAYMENT AND DEFAULT

- 24.1 Payment due date: All invoices issued to You must be paid to Us within the terms specified on the invoice, unless otherwise agreed upon in writing. Payment can be made by cheque or direct deposit, in accordance with the Conditions and the instructions provided in the invoice.
- 24.2 30 days late: If You fail to make payment for an invoice within thirty (30) days of the due date, We reserve the right, at Our absolute discretion and without prior notice, to suspend or discontinue the provision of Goods and/or Services to You.
- 24.3 Recovery: Any legal and other costs and expenses incurred in connection with the recovery of late payments shall be added to the amount due from you to us and shall be recoverable from you, in addition to the original invoice amount.
- 24.4 Interest: If you fail to make payment for an invoice within sixty (60) days of the due date, we reserve the right to apply interest to the overdue amount at the maximum rate allowed by law. The interest will be calculated and charged on a daily basis from the due date until the day the overdue amount is paid in full.
- 24.5 Repayment Arrangement: If a repayment arrangement is agreed upon for any amount due, and You subsequently fail to make a scheduled repayment on time, We reserve the right, at Our absolute discretion and without prior notice, to once again suspend or discontinue the supply of Goods or Services to You.
- 24.6 Power of Attorney: By accepting these Terms and Conditions, you hereby irrevocably appoint Us as Your attorney, with full power and authority, to take any actions We deem necessary for the recovery of the amount due or the establishment, perfection, or enforcement of any collateral held or to be held as security for any amount due.

25. SOFTWARE

- 25.1 Software Licenses: The responsibility for all software licenses lies with You and not with Us. It is Your duty to securely store all licenses for the software used, ensuring they can be reproduced if and when required. This includes licenses for any software installed by Us.
- 25.2 Indemnification: You agree to indemnify and hold Us harmless against any claims, allegations, losses, damages, or expenses arising directly or indirectly from unauthorized use of Software, breach of Software licensing, or any

problems, defects, or malfunctions associated with any Software or related services supplied by third parties.

26. COPYRIGHT AND CONFIDENTIALITY

- 26.1 **Warranty and Breach:** You warrant that any confidential, copyrighted information, or intellectual property (of any kind and in any form) that You provide to Us belongs to You. In the event of a breach of this warranty, You will pay all outstanding amounts due to Us as if such warranty had not been breached, irrespective of any non-performance of obligations on Our part resulting from or in connection with the breach of this warranty. Furthermore, You agree to indemnify and hold Us harmless against any allegations, claims, losses, costs, or expenses arising from such breach of warranty by You.
- 26.2 **Retention of Title:** Unless otherwise agreed in writing by both parties, all copyright and other intellectual property rights in any work created, commissioned, or acquired by Us in the course of providing Services to You shall remain the exclusive property of Ours.
- 26.3 **Confidential Information (You):** We acknowledge that in the course of providing services to You, We may have access to certain non-public, personal, and confidential information related to You, including information about Your customers, consumers, or employees. We shall treat any and all information received from You, including information related to Your customers, consumers, or employees, as confidential.
- 26.4 **Confidential Information (Us):** You acknowledge that all information, Services, consulting techniques, proposals, and documents disclosed by Us, or that come to Our attention during the course of Our business and provided under this agreement, constitute valuable assets of Ours and are deemed confidential and/or proprietary information.
- 26.5 **Non-Disclosure and Non-Use of Confidential Information:** Both parties shall take all commercially reasonable steps to ensure the confidentiality and non-disclosure of any confidential information received from the other party. They shall refrain from disclosing, revealing, copying, selling, transferring, assigning, or distributing any part or parts of such information in any form to any person or entity, except as permitted in writing by the disclosing party or as required by applicable law. Additionally, both parties shall ensure that their employees, agents, or representatives also comply with these non-disclosure obligations.