



## General Terms and Conditions

### 1. Definitions

In these Conditions, and every Estimate, Quote, Sales Order, Plan, Agreement, or other arrangement in connection with the supply of Goods or Services by Quantix IT Services the following words have the following meanings:

- 1.1. **After Hours** - means from 17:00 to 08:00 hours Monday to Friday and all-day Saturday and Sunday, and Public Holidays.
- 1.2. **Billing Period** - means a particular number of half-days, days, weeks, fortnights, months, or any other period, as may be agreed between the Company and the Client as the period that said Services will be billed for.
- 1.3. **Business Hours** - means Monday to Friday from 08:00 to 17:00 hours excluding Public Holidays.
- 1.4. **Client** - means a person who seeks or obtains Goods or Services from Quantix IT Services (the Company).
- 1.5. **Conditions** - means these terms and conditions.
- 1.6. **Company** - means Quantix IT Services and its heirs, successors and assigns.
- 1.7. **Goods** - means any hardware, software, or related items provided by the Company to the Client.
- 1.8. **HST** - has the meaning given to it under the Harmonized Sales Tax, levied under Part IX of the Excise Tax Act of Canada, effective as of January 1st, 1991.
- 1.9. **Estimate** - means an estimate for Goods and/or Services provided to the Client by the Company.
- 1.10. **Quote** - means a quote provided to the Client by the Company.
- 1.11. **Commit Term** - means a particular number of half-days, days, weeks, fortnights, months, or any other period, as may be agreed between the Company and the Client as the term during which said Services will be provided.
- 1.12. **Plan** - means any arrangement between the Company and the Client for Services and/or the provision of Goods provided by the Company under an arrangement in connection with Work agreed to be done or progressed for on behalf of the Client or any other person at the Client's request.
- 1.13. **Public Holidays** - means any day which is a public holiday throughout New Brunswick, Canada.
- 1.14. **Rates** - means the hourly rates and other charges for Services (including any call-out fees) as set, and as may be varied by the Company from time to time in its absolute discretion without notice to the Client.
- 1.15. **Reasonable Assistance Limits** - has the meaning set out in clause 17.2 below.
- 1.16. **Return/Cancellation Fee** - means a fee charged pursuant to clause 14.2 below, as set by the Company from time to time.
- 1.17. **Sales Order** - means any order requested by the Client to the Company for Goods or Services in any form.
- 1.18. **Service Request** - means a request for service from the Client to the Company.
- 1.19. **Services** - means the provision of any services by the Company including Work, advice and recommendations.
- 1.20. **Software** - means any software and any installation, update, associated software, and any services provided in connection with any of these things.
- 1.21. **Work** - means anything the Company may do, provide, customise, produce, or acquire, whether in connection with, or for the purposes of, the Client's use or benefit, and includes testing, troubleshooting, installation and configuration of new equipment or software, consulting, scoping, planning, documenting and quoting for complex items.

### 2. Interpretation

In these Conditions, and every Estimate, Quote, Sales Order, Plan, Agreement, or other arrangement in connection with the supply of Goods or Services by the Company, unless the contrary intention appears:

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

- 2.2. Reference to any gender shall include every other gender.
- 2.3. Reference to any Act of Parliament, Statute or Regulation shall include any amendment currently in force at the relevant time and any Act of Parliament, Statute or Regulation enacted or passed in substitution, therefore.
- 2.4. Headings and words put in bold are for convenience of reference only and do not affect the interpretation or construction of these Conditions.
- 2.5. All references to dollars (\$) are to Canadian Dollars.
- 2.6. Any reference to time is to Atlantic Daylight Time (ADT).
- 2.7. A reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state, or government and vice versa.
- 2.8. A reference to a recital, clause, schedule, annexure, or exhibit is to a recital, clause, schedule, annexure, or exhibit of or to these Conditions.
- 2.9. A recital, schedule, annexure, or description of the parties' forms part of these Conditions.
- 2.10. 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.
- 2.11. Where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning.
- 2.12. A reference to "includes" means includes without limitation.
- 2.13. A reference to "will" imports a condition not a warranty.
- 2.14. 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.

### **3. Applications of These Conditions**

- 3.1. Unless otherwise agreed by the Company 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 Estimate, Quote, Sales Order, Plan, Agreement, or other arrangement in connection with the supply of Goods and/or Services by the Company to the Client.
- 3.2. 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.

### **4. Commitment Term**

- 4.1. The minimum term the Client acquires the services for is outlined in the Agreement Details, beginning from the "effective date" as outlined in the Agreement.
- 4.2. The Company will notify the Client a minimum of thirty (30) days prior to the expiry of the existing Committed Term.

### **5. Termination**

- 5.1. The Company may terminate this Agreement at any time during the term of the Agreement without cause, given proper notice to the Client, which is agreed to be thirty (30) days. The date of termination notice is deemed to be the date that such notification is received by the Client.
- 5.2. Upon notice of termination by the Company, the Term Agreement will remain in place up to the termination date, and all services will be delivered by the Company to the Client during that period, as agreed upon within the Term Agreement.
- 5.3. Proper notice of termination by the Company is required to be provided in written format.
- 5.4. In the event of such termination, the Client is obligated to make payments for all the Services performed to the date of termination.
- 5.5. The Client agrees that payment for the outstanding balance of the Agreement, is due as per the payment Terms outlined on the Invoice to the Client as provided by the Company.

- 5.6. Upon termination of this Agreement, the Company will assist the Client in the orderly termination of Services, including timely transfer of the Services to another designated provider. The Client agrees to pay the Company for rendering such assistance at the normal Rates as defined by the Company.

## **6. Representations**

- 6.1. The Client acknowledges that no employee or agent of the Company has any right to make any representation, warranty or promise in relation to the supply of Goods or Services other than subject to and as may be contained in the Conditions.

## **7. Notices**

- 7.1. Any notices given under the Conditions shall be in writing and sent by e-mail to the last notified e-mail address of the Client.

## **8. Governing Law**

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

## **9. Assignment**

- 9.1. The Client may not assign any rights and obligations under this Agreement without the prior written consent of the Company.

## **10. Variation of These Terms and Conditions**

- 10.1. The Company may at any time during the Term of the Agreement with the Client, vary these Terms and Conditions by providing availability of the varied Terms and Conditions via a medium and format as assigned by the Company, no less than ten (10) days prior to the implementation of the varied Terms and Conditions.
- 10.2. The Client accepts that by doing this, the Company has provided the Client with sufficient notice of the variation.
- 10.3. The Company is under no other obligation to notify the Client of any variation to these terms and conditions.

## **11. Quotes**

- 11.1. A Quote is merely an invitation from the Company to the Client to place an Order with the Company.
- 11.2. Quotes will only be valid for 14 days unless otherwise specified in the Quote.
- 11.3. The acceptance of a Quote by the Client will create a binding contract between the parties.
- 11.4. Expiry dates on quotes are set to be able to inform the Company when the quote is still active or to be discarded.
- 11.5. Once discarded the quote will need to be requested again by the Client.
- 11.6. A Quote is confirmed as 'final' as soon as both parties agree with the final price after any changes requested by the Client, and the Client has accepted the Quote via an e-Signing process provided by the Company.
- 11.7. The price in the final Quote may vary from the original request if there is any price or product changes requested by the Client.
- 11.8. The Company reserves the right to alter product and prices in the Quote, if the quote has not been accepted by the Client as outlined in item 11.6 above.

- 11.9. Quotes shall be deemed to correctly interpret the original specifications outlined by the Client and are based on the cost at the time the Quote is given. If the Client later requires any changes to the Quote, and the Company agrees to the changes, these changes will be charged at the Company's prevailing rates.
- 11.10. While the Company will endeavour to honour every price quoted, if there is a price increase that is beyond the Company's control, the Company reserves the right to increase the price as necessary.
- 11.11. If there is a product that becomes unavailable, and possible, the product will then be replaced or substituted based on the Client's request and is subject to final approval by the Client.
- 11.12. The Company retains sole discretion in determining if additional charges for any related freight, delivery and (where applicable) in-transit insurance costs in clear funds are applicable to the delivery of the Goods and Services outlined within the Quote and are chargeable to the Client.
- 11.13. Absent actual knowledge to the contrary, the Company may rely upon the apparent validity of an approved Quote. If any Quote is approved through the e-Signature process provided by the Company, by a named person within the Client's organization, that person warrants that the Quote is, and it is acknowledged the Quote is deemed in favour of the Company to be:
- 11.13.1. Signed by, and duly authorised by, the person who e-signed the Quote.
- 11.13.2. Duly authorised by the person on whose behalf the Quote is placed or apparently placed.

## 12. Sales Orders

- 12.1. Following the approval of a quote by the Client, a corresponding Sales Order is generated by the Company for the Goods & Services outlined in the quote.
- 12.2. The Company retains sole discretion in cancelling a Sales Order, provided the Company refunds any payment made by the Client in respect of the Sales Order.
- 12.3. The Client will not cancel a Sales Order unless the Company agrees to do so in writing in the Company's absolute discretion.
- 12.4. The Client acknowledges that, amongst other things, a Sales Order cannot be cancelled once the manufacturer or supplier has dispatched the relevant Goods and that such dispatch often occurs the same day as the Order is placed by the Company.
- 12.5. The Company is not obliged to deliver any Goods & Services to the Client until having received payment in clear funds from the Client, inclusive of any related freight, delivery and (where applicable) in-transit insurance costs.
- 12.6. For the purposes of ascertaining the credit standing or history of a Client to whom the Company is considering extending credit or payment terms, the Client hereby consents to the Company undertaking a credit reference check in respect to the Client.
- 12.7. The Company has processes and procedures that are followed during the provision of Services and the supply of Goods. The Client agrees to co-operate with the Company and to comply with such processes and procedures as advised to the Client from time to time.
- 12.8. The Company makes every effort to supply the Goods in accordance with the Sales Order however the Company may supply alternate Goods subject to minor variations in actual dimensions and specifications where these are changed by the manufacturer of the Goods after the Order date and before delivery.
- 12.9. If the Company cannot supply the Goods ordered by the Client, the Company may supply alternate Goods of equal or superior quality provided however that the Client will not pay a higher price than the price Quoted or otherwise agreed for the Goods ordered.

## 13. Pricing and Rates

- 13.1. All rates and amounts charged or quoted for Goods and/or Services by the Company are exclusive of HST and any other applicable taxes or government charges (unless otherwise stated in writing by the Company).
- 13.2. The Client agrees to pay for Goods and Services at the Rates set out in any applicable Plan and the Rates as applicable from time to time during the provision of the Goods and/or Services.
- 13.3. At any time during a term agreement, if a vendor of the Company increases the defined rates for Goods and/or Services provided to the Company, the Company retains absolute discretion in determining if the increased rates will be applied to the Client for the affected Goods and Services.
- 13.4. Notice of any rate increase will be provided by the Company to the Client a minimum of thirty (30) days in advance of any applicable rate increase.
- 13.5. The Client acknowledges that call-out fees may be charged in addition to the Rates at the Company's absolute discretion and that the amount of the call-out fee will depend upon where the Services are provided.

- 13.6. The Client agrees to pay any out-of-pocket expenses incurred by the Company in providing Goods and/or Services to the Client in addition to the Rates, charges, and call-out fees, upon written demand. Such expenses may include travel costs, flights, car hire, petrol, insurance, taxi fares, accommodation and related meal allowance, tolls, and car parking expenses. Where appropriate, the Company will obtain prior written authorization from the Client before such expenses are incurred.
- 13.7. The Company may in their absolute discretion charge for Goods separately from Services or may charge for Goods and Services together.
- 13.8. Where a charge is calculated based on increments of time (e.g., hours or minutes), the Company will charge the applicable rate for the whole increment of time even if work is done during part of, but not for the whole of, that increment of time.
- 13.9. Without prejudice to any other rights of the Company under these Conditions, where there is any increase in the underlying costs incurred by the Company in connection with the supply of Goods or Services to the Client, the Company retains absolute discretion to vary any of the Rates.
- 13.10. If unforeseen reasons outside the Company's Control necessitate that Services can no longer be provided to the Client, the Company may withdraw the provision of, or vary the scope or terms of, or add to or change, the Services from time to time in absolute discretion of the Company.
- 13.11. The inability by the Company to provide to the Client any of the agreed upon Services in the term agreement will be directly reflected in the monthly costs to the Client associated to the said Service. Notification of said changes will be provided to the Client a minimum of thirty (30) days in advance.

## 14. Returns

- 14.1. Notwithstanding anything in these Conditions, the Client acknowledges that the Company supplies Goods subject to all applicable conditions, including returns and claims policies, of any relevant manufacturer or supplier. The Client will accept Goods subject always to these Conditions and the terms of such conditions and will indemnify and hold the Company harmless in respect of any further or other obligation or any failure or default on the part of that manufacturer or supplier.
- 14.2. The Company retains sole discretion in determining if a Return/Cancellation fee to cover the administration costs in processing any return or applicable refund. The Company may deduct the Return/Cancellation fee from out of any moneys otherwise due to be refunded to the Client.
- 14.3. The Company retains sole discretion in determining if any Goods are deemed returnable.
- 14.4. The Company retains sole discretion in determining if a restocking fee is applicable.
- 14.5. The Company retains sole discretion in determining if additional charges for any related freight, delivery and (where applicable) in-transit insurance costs in clear funds are applicable to the return of the Goods and Services.
- 14.6. Where Goods have some element of customisation for the Client, are supplied pursuant to a Sales Order for Goods that is in the opinion of the Company special or unusual, the Goods are obtained from overseas, the Goods are obtained from a supplier who is no longer trading, or the Goods are otherwise not readily returnable by the Company to the manufacturer or supplier or any related services may not be cancelled, the Client may not return the Goods to the Company or cancel the related Services.
- 14.7. Where the Client is entitled to return Goods under these Conditions, the Client must return the Goods in their original condition and unopened.
- 14.8. The Client will indemnify and hold the Company harmless in respect of all allegations and claims in respect of Goods once such Goods have been used, installed, customised, or re-sold by the Client.

## 15. Delivery, Title and Risk

- 15.1. The Company will use all reasonable endeavours to dispatch Goods and/or Services by the due date as agreed with the Client, but do not accept any liability for non-delivery or failure to deliver on time where this is caused by circumstances beyond the reasonable control of the Company.
- 15.2. The Client must be available to accept the Goods at the Client's nominated delivery address during Business Hours unless otherwise arranged and agreed to by both parties.
- 15.3. Delivery is deemed to take place when the Goods are delivered to the Client's nominated address, whereupon risks of loss, breakage and all damage and all other risks pass to the Client. Nothing in this clause 15.3 will affect title to the Goods.
- 15.4. Until the Company has received full payment in cleared funds for any moneys due from the Client on any account or for any reason:
  - 15.4.1. Title to, and property in Goods supplied to the Client remain vested in the Company and does not pass to the Client.
  - 15.4.2. The Client must hold those Goods as fiduciary bailee and agent for the Company and must not sell them.

- 15.4.3. The Client must keep those Goods separate from other goods and maintain the Goods and their labelling and packaging intact.
- 15.4.4. Where the Client sells the goods in breach of these Conditions, the Client is required to hold the proceeds of any sale of those Goods in trust for the Company in a separate account, however any failure to do so will not affect the Client's obligation to deal with the proceeds as trustee and remit them to the Company.
- 15.4.5. The Company may, without prior notice, enter into any premises where the Company suspects those Goods may be, take possession of those Goods and sever and remove those Goods (notwithstanding that they may have been attached to other goods not the property of the Company) and for this purpose, the Client hereby irrevocably authorise and direct the Company (and the Company employees and agents) to enter into such premises as its duly authorised agent and the Client hereby indemnifies and hold harmless the Company from and against any costs, claims, allegations, demands, damages or expenses or any other acts or omissions arising from or in connection with, such entry, repossession or removal.

## 16. Warranties

- 16.1. The Client will rely on the warranties provided by the manufacturer of Goods supplied by the Company (where applicable) and will deal directly with such manufacturer rather than the Company for all claims covered by such warranties.
- 16.2. The Client indemnifies and holds the Company harmless in respect of the performance or otherwise, by any manufacturer of Goods supplied to the Client by the Company, of any of the obligations of such manufacturer in respect of such Goods. This includes any damages or moneys due to the Client arising under, or in connection with, any breach by the manufacturer of the manufacturer's warranties in respect of the Goods.

## 17. Utility, Functionality and Fitness for Purpose

- 17.1. The Client acknowledges that a reasonable incident of the Services may involve trial and error and that it is a science applied often in novel or unknown circumstances and involving experiment. In particular, the Client acknowledges that the Services may involve tests, troubleshooting, advice, and recommendations that may prove incorrect or inappropriate, particularly to cure a problem the Client is having. While the Company will make what is considered (in the absolute discretion of the Company) to be all reasonable endeavours to provide appropriate tests, troubleshooting, sound advice and good recommendations to assist the Client, the Client will always indemnify and hold the Company harmless in the provision of said Services.
- 17.2. The Company is only obliged to provide what is considered, in the absolute discretion of the Company, to be reasonable assistance in the circumstances (including with the installation and customisation of new software or hardware for the Client or any other Work) under any Plan and the Client will pay for additional work at the normal Rates unless otherwise agreed. Without limiting the discretion of the Company to determine what reasonable assistance is, normally, reasonable assistance is limited to work done during Business Hours over a period of time not exceeding any period that the Company have allowed or allows for the Work or has estimated or estimates the Work will take, whether or not notice of the time allowed or estimated is given by the Company to the Client.
- 17.3. The parties acknowledge that:
- 17.3.1. The Company may recommend that the Client purchase Goods provided by third parties from time to time.
- 17.3.2. Recommendations may be made in situations where the Client have made known to the Company the purpose for which the Goods will be used, or some function sought to be fulfilled.
- 17.3.3. The Client acknowledges that the Company have no control over many factors involved with the suitability, function, or fitness for purpose of Goods in an existing or new computer environment.
- 17.3.4. The compatibility or ability of the Goods to fit into or perform to expectations in the receiving computer/internet environment, or the behaviour of third-party supplier in relation to support.
- 17.3.5. The Client acknowledges that for reasons outside of the Company's control, the Goods may fail to meet the Client's expectations, may not turn out to be fit for all or any of the purposes sought, may not be suitable or may not function properly in all or any respects.
- 17.3.6. The Client acknowledges that the Services provided by the Company may involve the very task of seeking to customise Goods so they may be fit for purposes and that customisation may be a very substantial project.
- 17.3.7. Accordingly, the Client will accept the sole responsibility for, and indemnify and hold the Company harmless in respect of:
- 17.3.7.1. Decisions as to whether to follow recommendations by the Company.
- 17.3.7.2. Decisions as to whether to purchase or customise Goods or obtain Services for that or any other purpose.

- 17.3.7.3. Any failure or defect in suitability, function, or fitness for purpose of any Goods and/or Services, including a responsibility to obtain the Client's own independent advice or second opinion from a suitably qualified person.
- 17.4. Where the Company provide Services with a view to achieving the Client's purposes, suitability, function or fitness for purpose (whether expressed, agreed or otherwise), the Client must pay for those Services on time without any set-off or counter-claim, whether or not the Company is able to achieve any of such purposes, suitability, function or fitness for purpose, provided always that the Company has acted in good faith and have made what is considered, in the absolute discretion of the Company, to have made all reasonable endeavours to achieve those outcomes.
- 17.5. The Client will follow the instructions of the Company regarding testing or troubleshooting any problems and that if those do not resolve the outstanding problems, the Company will, subject to these Conditions, allocate such resources as the Company considers reasonable in the circumstances towards a resolution.

## 18. Liability

- 18.1. Except as specifically set out herein and so far as may be permitted by law, any term, condition, or warranty in respect of the quality, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Goods or Services, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded.
- 18.2. The Client indemnifies and holds the Company harmless in respect of any allegation, claim, loss, or expense of the Client or any third party for any program or data loss or damage suffered by the Client or that third party arising directly or indirectly from any backup service outside of the Managed Backup Service that the Company offers to the Client. In this scenario the Client acknowledges the Company are solely responsible for backing up the Client's programs and data to mitigate potential loss of programs and data.
- 18.3. The Client indemnifies and holds the Company harmless in respect of any allegation or claim as to any indirect or consequential losses or expenses suffered by the Client or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to the Client or any third party.
- 18.4. The Client indemnifies and holds the Company harmless for any allegation or claim for loss or damage by the Client or a third party where the Company has failed to meet any delivery date or cancels or suspends the supply of Goods or Services.
- 18.5. Except as otherwise expressly stated in these terms and conditions, the Company are not liable for any loss or damage of any kind however caused (including, but not limited to, by the negligence of the Company) which is suffered or incurred by the Client in connection with:
- 18.5.1. Goods or Services provided to the Client or any Work.
  - 18.5.2. These Terms and Conditions.
  - 18.5.3. The Client's use of the Company's website (including the use of a credit card or other debit device) or any linked website.
  - 18.5.4. The non-availability of Goods or Our Services for any reason.
  - 18.5.5. Any act or omission of the Company or the provision of inaccurate, incomplete, or incorrect information by the Client
  - 18.5.6. For any other reason whatsoever.
- 18.6. To the extent that any legislation implies a condition or warranty that cannot be excluded but can be limited, clause 18.5 does not apply to that liability and the Company's liability for any breach of that condition or warranty is limited to the Company doing any one or more of the following (at its election):
- 18.6.1. Replacing the Goods or supplying equivalent Goods, Services or Work.
  - 18.6.2. Repairing the Goods or the Work.
  - 18.6.3. Paying the cost of replacing the Goods or the Work or acquiring equivalent Goods, Services or Work.
  - 18.6.4. Paying the cost of having the Goods or the Work repaired.
- 18.7. Nothing in these Conditions is to be interpreted as excluding, restricting, or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the supply of the Goods or Services which cannot be excluded, restricted or modified.
- 18.8. If any provision contained in the Conditions is unlawful, invalid, or unenforceable, those provisions may be severed without prejudice to the validity and enforceability of the remaining provisions of the Conditions.

## 19. Errors and Omissions

- 19.1. The Company makes every effort to ensure that all prices and descriptions quoted are correct and accurate. In the case of an error or omission, the Company may rescind the affected Agreement by written notice to the Client, notwithstanding that the Company has

already accepted the Client's Sales Order and/or received payment from the Client. The Company's liability in that event will be limited to the return of any money the Client has paid in respect of the Sales Order.

## 20. Client Responsibilities

- 20.1. For the Company to provide the Client with the agreed Service, the Client agrees to follow the Company's process for logging of Service Requests as outlined in Appendix A.
- 20.2. For the Company to provide the Client with the agreed Service, the Client agrees to give the Company access to various items of the Client including but not limited to, equipment, people, and sites as and when required.
- 20.3. The Client agrees to allow the Company to install software on the Client's equipment that allows the Company's support technicians to access the Client's systems as required. This software allows the Company to view system statuses, send monitoring information, see users' desktops, and control the Client's computers. This may require that devices are left on overnight or weekends.
- 20.4. The Company may need to contact the Client's third-party providers on the Client's behalf. Some of these providers may require the Client to provide authorization to the third-party for the Company. It is the Client's responsibility to ensure that the Company can deal freely with said providers.

## 21. Payment, Late Payment and Default

- 21.1. All invoices issued to the Client are due and payable to the Company within the terms stated on the Invoice (unless otherwise agreed in writing). by cash, cheque, e-transfer, or direct deposit in accordance with these Terms and Conditions and in the way set out in the Invoice.
- 21.2. Where the Client fails to pay an invoice by the due date, the Company retains absolute discretion to, without prior notice, suspend or discontinue the supply of Goods and/or Services to the Client.
- 21.3. All legal and other costs and expenses incurred in connection with the recovery of late payments will be added to the amount due by the Client to the Company and will be recoverable from the Client, in addition to the original Invoice cost.
- 21.4. If the Client defaults in payment of any Invoice on time, moneys which would have become due by the Client later, shall be immediately due and payable without any further notice to the Client. Collectively, all these moneys are referred to in these Conditions as a "Sum Due".
- 21.5. A late payment fee of 3% per month of the total outstanding invoice amount, inclusive of any previously incurred late fees associated to said invoice, may be applied in the Company's absolute discretion.
- 21.6. All payments of the Sum Due made by the Client to the Company will be applied as follows:
  - 21.6.1. First in or towards payment of any costs (including legal costs), charges, expenses or outgoings paid by the Company in relation to any dishonoured cheque fees, collection costs or any other action taken by the Company for the recovery of any amounts owing by the Client to the Company.
  - 21.6.2. Secondly, in or towards payment of any interest due or payable hereunder.
  - 21.6.3. Thirdly, in or towards payment of the Client's debts to the Company in order from the longest standing due to the most recently incurred.
- 21.7. In the event that a repayment arrangement is made in relation to any Sum Due and the supply of Goods or Services is resumed, but then a repayment due under that arrangement is not made on time, the Company retains absolute discretion and without prior notice, to again suspend or discontinue the supply of Goods or Services to the Client.
- 21.8. The Company may exercise any rights and remedies including taking legal action against the Client for the recovery of any moneys due to the Company, notwithstanding the Company may have exercised other rights under these Conditions.

## 22. Non-Solicitation of Clients and Employees

- 22.1. The Client agrees that employees are one of the Company's most valuable assets.
- 22.2. Policy and professional ethics require that the Company's employees not seek employment with or be offered employment by the Client during engagement with the Company and for a period of two (2) years thereafter (or the maximum amount permissible by a Court).

- 22.3. The Client agrees that damages resulting from breach of this clause 22.2 would be impracticable and that it would be extremely difficult for the Company to ascertain the actual amount of said damages. Therefore, in the event the Client violates this provision, the Client agrees to immediately pay the Company 100% of the employee's total annual salary, as liquidated damages and the Company shall have the option to terminate this Agreement immediately without further notice or liability to the Client.
- 22.4. The Client agrees the total amount of liquidated damages reflected herein is not intended as a penalty and is reasonably calculated based upon the projected costs the Company would incur to identify, recruit, hire and train suitable replacements for such personnel.

## 23. Software

- 23.1. All Software licences are the responsibility of the Client and not that of the Company. It is the duty of the Client to store all licences for all Software used, so that that they can be reproduced if required. This includes all Software installed by the Company.
- 23.2. The Client indemnifies and holds the Company harmless against any claim, allegation, loss, damage, or expense arising directly or indirectly from:
- 23.2.1. Any unauthorised Software use by the Client.
  - 23.2.2. Any breach of any Software licence in respect of Software provided by the Company to the Client to be installed on one of the Client's computers.
  - 23.2.3. Otherwise because of the Company installing Software where the Client are not authorised to use the Software.
  - 23.2.4. Any problem, defect or malfunction associated with any Software (or related services) supplied by third parties.
- 23.3. All copyright in custom software provided to the Client by the Company remains the sole property of the Company unless alternate arrangements are made as part of a separate software agreement.

## 24. Copyright and Confidentiality

- 24.1. The Client confirms that any confidential information, copyrighted material, or intellectual property provided to the Company is the Client's, or that the Client have full rights to use it. If this turns out to not be true:
- 24.1.1. The Client must still pay the Company everything owed under the agreement, even if the Company cannot perform obligations to the Client because of the breach.
  - 24.1.2. The Client agrees to cover any claims, losses, costs, or expenses the Company faces because of this breach (including legal fees).
- 24.2. All copyright and other intellectual property rights in any Work created, commissioned, or acquired by the Company during the supply of Services to the Client will be the exclusive property of the Company unless otherwise agreed in writing between the parties.
- 24.3. The Company acknowledges that while providing Services to the Client, the Company may learn certain non-public, personal and otherwise confidential information relating to the Client, including customers, consumers, or employees. The Company shall regard all information received which in any way relates or pertains to the Client, including customers, consumers, or employees as confidential.
- 24.4. The Client also acknowledges that all information and services, consulting techniques, proposals, and documents disclosed by the Company or which comes to the Company's attention during business with the Client and provided under this agreement constitute valuable assets of, and confidential and/or proprietary information to the Company.
- 24.5. As such, both parties shall take all commercially reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any part or parts of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose except unless permitted in writing by the disclosing party or as required by applicable law.

## **Appendix A**

### **SERVICE REQUEST LODGEMENT PROCESS**

When the Client contacts the Company to lodge a service request the methods below must be used:

Phone: (506) 596-0778

Email: support@quantixit.com

- Include a short description of the problem and any screenshots of errors to assist in the resolution of the issue.
- If the issue is being lodged by either phone or external email the Client must include name, company, and return contact details.
- Service requests must not be lodged directly with technicians.

### **SERVICE REQUESTS OUTSIDE OF OUR BUSINESS HOURS**

Service Requests that must be addressed outside of business hours must be lodged by email and then followed up directly with by phone. If not, the Service Request will be viewed on the next Business Day of the Company.