

Spectrum Global Communications (a division of Blackcreek Technologies Limited) Base Terms of Engagement Agreement

This is an agreement for establishing base terms between our organizations pertaining to IT Goods and Services (this "Agreement"), dated month day, year between Blackcreek Technologies Limited, (hereinafter called "SGC"), head office at 206 Ontario Street, Stratford ON
-And -

Customer Information:

Customer Legal Name: **Client name** (hereinafter referred to as the "Client")

Address: Address line 1

In consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency is hereby acknowledged, the parties to this Agreement agree as follows:

The Client hereby agrees to engage SGC to provide the Client with products and services according to the terms outlined in this agreement (the "Services") unless it is properly superseded by a retainer, Service Maintenance Agreement or Managed Services Agreement.

Term of Agreement: The term of this agreement will begin on the date of this Agreement and will continue for a period of twelve (12 months) from the effective date of this Agreement and shall automatically renew indefinitely (annually) until terminated in accordance with the terms provided herein.

Either party may terminate this Agreement by providing thirty (30) days advance written notice to the other party. Except as otherwise provided in this Agreement, the obligations of SGC will terminate upon the earlier of BCT ceasing to be engaged by the Client or the valid termination of this Agreement by the Client or SGC.

No Exclusivity: The Parties agree that no rights or obligations of exclusivity are created hereunder in favour of either party and that nothing in this Agreement shall restrict or prevent the Client or SGC from entering into agreements with other persons concerning the acquisition of or the provision of, as applicable, technology, products or services which are similar or related to the technology, products and/or services provided by SGC as part of the Services.

Consent for communication: SGC requests your consent to sending you important news, information and event invitations from time to time pertaining to our IT practice. Canada's anti-spam legislation (CASL) and existing privacy legislation requires us to obtain your consent so you can receive or continue to receive electronic messages on topics of interest to you and invitations to our events. On automated emails, there will be an opt-out. Your consent can be withdrawn at any time on request to info@blackcreektechnologies.com.

I Consent.

Consent for installation of software: BCT requests your consent to install remote assistance, monitoring, service delivery, audit tools and diagnostic/repair programs on computers to be supported. As such these programs are limited to BCT use and use secure channels. By allowing BCT staff to remotely access your computers, we can decrease travel costs and complete work faster, saving you money. BCT can remotely connect to PCs, Macs, mobile devices, unattended computers and servers to provide the necessary support. Our technicians are trained to always ask permission and to protect your privacy and confidential information.

I Consent.

Billing: When Client requests services, SGC will provide Billing Detail monthly, which shall form the Service Record/Work Order. The terms of this Agreement shall apply to such requests for service. If only certain parties from Client are authorized to call or email for support, or if a Purchase Order ("PO") is normally required, we can post this information electronically in SGC's Ticketing system to make any SGC technician aware of this requirement in a timely fashion. If a Purchase Order (a "PO") is required by Client for any service work, then it is the responsibility of the Client to a) furnish SGC with a standing PO where miscellaneous, non-project, "unscheduled" support requests can be posted; or b) to furnish the person calling for service with an appropriate PO before calling for service. Notwithstanding Client requirements, SGC shall endeavor to promptly respond to each request for service, which shall each be subject to our minimum billing provisions. Our initial services in responding and validating service requests, and obtaining further authorizations are specifically authorized and agreed to with this agreement.

Return of Property: Upon the expiry or termination of this agreement, SGC will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

SGC (A division of Blackcreek Technologies Limited) Terms and Conditions

Services: SGC offers Managed Service agreements and Service Maintenance Agreements. SGC provides services based on an hourly rate (Time and materials), based on the task being performed and the relationship that has been established between SGC and Client. Specialized, legacy and out of support software is supported as possible at a premium. Certain flat rate services are also offered. Where applicable - if a flat fee based service is chosen instead of hourly, the fee must be agreed to in advance of service. (Flat Fee Schedule must then be enclosed and initialed). 2015 regular time and materials rates are listed herein.

SGC clients' default travel arrangements are to bill travel from SGC facility one (1) way to Client facility at the hourly rate which applies to the technician(s) or applicable rate for the job.

"Time & Materials" Labour Rates: Unless otherwise established on a properly executed Schedule "A" and attached to this agreement, following are our rates:

Simple Quotes	Free
Bench Fee / Assessment Fee Subscription / Services Renewal Processing (where applicable)	\$ 30.00
Special Order (Pre-payment, additional freight + brokerage + duty fees may apply)	\$ 30.00-\$75.00
Retail / Residential General Bench	\$59.00/hour Residential On-site Computer Service Rate
incl. basic in-home networking	\$ 75.00/hour
Commercial Bench or a continuation of an onsite call in shop (excluding servers/Ciscos)	\$ 75.00/hour
Structured Cabling Technician (project)	\$ 75.00/hour
Enterprise/Network Administration: Any Commercial On-Site Service	\$ 105.00/hour
Enterprise/Remote Network Administration/Server & Network Down Issues	\$ 105.00/hour
Specialized Networking/ Integration Services Level 3 (Server, Cisco, etc.)	\$ 135.00/hour
Consulting Services, including assessments, written recommendations and quotes w/ options	\$ 135.00/hour
Telephony Work	\$ 120.00/hour

Phone / Remote Support: Telephone Tech Support minimum fee: initial One (1) hour minimum charge (for the billing cycle (monthly)) and then in quarter hour increments (at rate the service relates to).

After hours: 1-hour minimum fee + Overtime premium as noted below. On-site appointments / service calls are subject to a 1-hour minimum, 15 minute increments there-after based on time from leaving SGC facility. Standard Emergency / After Hours work is at time and 1/2 of regularly applicable rates (including travel at 1.5x). Statutory Holiday Emergency / After Hours work is at double regularly applicable rates (including travel at 2x).

Sub-Contractors / Contractors / Partners: For certain specialized tasks and under certain circumstances, we may, without the prior consent of Client, use the services of qualified Sub-Contractors / Contractors / Partners. Where possible – we identify this relationship, and offer their services at our published rates, or perform as a quoted job. We cannot warrant that these prices will not fluctuate, and will either perform as a quoted job or notify you of any fees that are not similar to ours. Typically travel time (not mileage) is also charged. Notwithstanding anything else contained herein, SGC shall remain fully responsible for any acts or omissions of any such permitted subcontractors to the extent such subcontractors are acting pursuant to the instructions of SGC. SGC shall not be liable for any actions or omissions of a subcontractor acting independent of instructions from SGC, on the direct instructions of Client, or where a subcontractor has acted negligently.

Product Returns: All product returns are subject to a 15% restocking fee and are subject to management approval. No returns on special order items or fees unless previously agreed. Opened Software is not returnable. Returned printers (with opened ink cartridges) are further subject to ink replacement fee at wholesale cost of ink. Product must be returned within 14 days in saleable condition in its original packaging (including UPC code, manual, parts and your receipt or packing slip), for refund or replacement. The tender will be made to the same tender as the purchase. Debit and credit card refunds will only be processed to the same card number used for the original purchase. Items purchased by cheque and returned within 14 days of purchase may be returned for a store credit only. Management may require a 24-hour inspection period prior to processing the refund.

Errors & Omissions: Blackcreek Technologies Limited reserves the right to correct any errors or omissions.

Warranties: All warranties implied or expressed are those of manufacturer or dealer, and do not necessarily include SGC technician time to diagnose and/or remedy problem. We do offer an in-house flat fee Warranty Administration service for \$40 or \$60 (depending on the complexity of the device/process). On-site warranty administration (i.e. proving item is defective to vendor) is time and materials. Shipping, brokerage (if applicable) is extra. Where the services required to claim or administer a warranty is more than the product is worth, it is often more cost effective to simply replace the device and either dispose of the item, possibly claim warranty yourself and keep the extra as a spare, or have us claim warranty afterwards and let you keep the spare. Exchange in advance of RMA may be subject to "Special order" processing fee(s). We aim to include you in this decision making process. Not responsible for any downtime, loss of productivity or revenues during RMA period. Warranties do not include restoration of data or file structure and setup. SGC warrants that the work will be performed to the best of its ability and in accordance with reasonable and customary practices prevailing at the time for its business. SGC shall carry out the Services in a good, workmanlike manner, using qualified personnel and shall further use its best efforts to accomplish such Services as are specified herein. No other warranties shall exist, expressed or implied.

Terms of Payment: Retail or walk-in customers: All work must be paid in full prior to picking up/taking delivery of equipment. All onsite residential service work must be paid in full upon completion. **Corporate accounts:** For new accounts, work orders for services rendered must be paid in full upon completion. Credit may be extended to established accounts for 30 days subject to a credit application being completed and approved prior to work being completed. Further requested service work will not be completed if there

are any past due amounts unpaid. **Past due accounts** will be subject to a 2% per month service fee, until paid in full. **NSF Payments:** \$45.00 fee will be charged for N.S.F. cheques. \$25.00 fee for N.S.F. Credit or Debit Chargebacks unless resolved at (Point of Payment). All prices exclude HST, which will be added. WEEE Recycling fees are added as mandated by the ONT Government on applicable items, and are subject to HST.

Business Hours: SGC's business hours for providing support herein shall be from 8AM to 5PM EST on business days, i.e. Monday thru Friday, excluding statutory/civic holidays.

Limitation of Liability: SGC accepts no liability for equipment left at our premises for more than 90 days from date of work order and may dispose of it at our discretion. Notwithstanding anything else contained herein, BCT cannot be held responsible for data loss and/or recovery. It is the responsibility of Client to ensure that proper backups are performed on a regular basis and that backup data is valid, correctly stored and archived. Notwithstanding anything else contained herein, SGC accepts no liability for virus or worm issues or contamination. Remedies to resolve such occurrences are subject to our normal billing policies and will be treated as additional services. SGC and its supplied solutions cannot be held responsible for network, software and hardware issues resulting from existing conditions including, but not limited to such conditions as: quality of power (brownouts, spikes, etc.), power failure, inadequate power supply or protection, network cabling issues, network speed or performance, existing hardware and proprietary software functionality and is not covered by warranty, but subject to our normal billing policies.

SGC and its supplied solutions cannot be held responsible for network, software and hardware issues resulting from existing conditions including, but not limited to such conditions as: quality of power (brownouts, spikes, etc.), power failure, inadequate power supply or protection, network cabling issues, network speed or performance, existing hardware and proprietary software functionality and is not covered by warranty, but subject to our normal billing policies.

In the best interest of Client, SGC reserves the right to make hardware, software and various other recommendations to provide for an effective solution and environment that will enable SGC to service Client and Service Maintenance Agreement (if applicable). SGC and its recommended solutions are based on information known at the time of this Agreement and cannot be held responsible for adherence, functionality, or requirements. All changes in requirements, functionality, growth and structure remain the responsibility of Client. Due to the complex nature of technology, various methodology and solutions, in situations of difference of opinion it is the sole responsibility of Client to authorize their preferred solution.

SGC's liability for negligence or breach of any Service Call Request Order shall not in any event be greater than the total amount paid by Client to SGC for the service request that gives rise to the claim. In no event shall SGC be responsible for any indirect damages including but not limited to, damages resulting from loss of use, loss of profits, lost business revenue or third party revenue.

Consequential Damages: Neither Client nor SGC shall be liable to the other for any consequential damages arising out of or related to the performance of this Agreement.

Indemnification: Client shall at all times indemnify and save SGC harmless against and from all losses, liability, expenses, and other detriments of every nature and description to which Client or SGC may be subjected by reason of any act or omission of Client or SGC, its subcontractors, consultants, agents, officers, directors, and employees where such loss, liability, expense or other detriment arises out of or in connection with the performance of the work, including, but not limited to, personal injury (including death) and loss of or damage to property of Client, SGC or others. This indemnity shall not extend to any claims, damages, losses and expenses which are due to the sole negligence of SGC.

NOTWITHSTANDING THE IMMEDIATELY PRECEDING SENTENCE, THE TOTAL AGGREGATE LIABILITY, WITH RESPECT TO ANY EXPENSE, DAMAGE, LOSS, INJURY OR LIABILITY OF ANY KIND OR NATURE WHATSOEVER, OF SGC TO THE CLIENT AND THE TOTAL AGGREGATE LIABILITY OF THE CLIENT TO SGC, FOR ALL EVENTS, ACTS AND OMISSIONS ARISING OUT OF OR IN ANY CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING FOR

BREACH OF CONTRACT, TORT, NEGLIGENCE, BY STATUTE OR OTHERWISE) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE OF ALL REGULAR FEES PAID OR TO BE PAID DURING THE THEN CURRENT TERM OF THIS AGREEMENT.

Non Solicitation Agreement: Client, or any of its representatives, agrees not to solicit SGC's employees or contractors with proposals to hire them as their own employees or contractors. Client, or any of its representatives, agrees not to enter into any relationship with an employee or contractor of SGC, directly or indirectly, in any manner whatsoever, including but without limitation, with individually or in partnership or jointly, or in conjunction with any other person or persons, as principle, agent, shareholder, employee, consultant, officer or otherwise during employment or contracting or for a period of two (2) years after the termination of the employment of any and all employees or contractors of SGC. If Client were to hire, contract or successfully solicit any of SGC's employees or contractors, Client agrees to pay SGC for each employee hired or contracted the greater amount of: the total of two (2) years' salary, incentives, bonuses, benefits or other such considerations for that employee as Client is to pay such employee or \$100,000.

License of Third Party Software: Client shall be responsible for compliance with all licensing of third party software. Customer hereby warrants such compliance for any pre-existing and existing software and further indemnifies and warrants SGC harmless for any violation of this warranty. It is the sole responsibility of The Client to be properly licensed for any software requirements and maintain adequate licenses. The Client understands the software license policies and acknowledges that all software requested of SGC to be installed on their equipment is of a legal nature and they have adequate licenses. SGC reserves the right to a) request an inventory of all licensed software, b) make proper licensing recommendations and d) refuse to install all illegal or improperly licensed software.

Confidentiality: Neither party shall disclose any proprietary or Confidential Information obtained from the other unless so directed by a court of law or government authority. The CLIENT agrees not to disclose rate(s), term(s), or any information regarding this Agreement without the prior written consent of SGC. For promotional purposes, SGC shall have the right to disclose to others the identity of its clients. SGC agrees to limit access to the technology system to those employees or consultants who require such access in order to use the technology system in furtherance of the Client's business. SGC shall take all reasonable precautions to maintain the confidentiality of the technology system, but not less

than that employed to protect its own proprietary information. **SGC** agrees to protect at all times the confidentiality of Confidential Information and to take all reasonable necessary steps to prevent unauthorized disclosure of or use of Confidential Information, and to prevent such information from falling into the public domain or into the possession of unauthorized persons. **SGC** agrees and covenants to advise the **Client** as soon as possible in writing of any misappropriation, disclosure, conversion or misuse of such Confidential Information by any person of which **SGC** may become aware.

General Provisions **SGC** shall not be deemed to be in default of or to have breached any provisions of this Agreement as a result of any delay, failure in performance, or interruption of services resulting directly or indirectly from acts of God, acts of civil or military authority, civil disturbance, war, strikes or other labour disputes and disturbances, fire transportation contingencies, shortages or facilities, fuel, energy, labor or materials, or laws regulations, acts of order of any government agency or official thereof, other catastrophes, or any such circumstances beyond **SGC**'s reasonable control. In the event of any such delay, the parties shall defer performance of the services to a date and time mutually agreeable.

This Agreement (including if necessary, a properly executed Schedule "A" attached to this agreement) constitutes the entire understanding and contract, as it pertains to services described in this agreement between the parties and supersedes any and all prior and contemporaneous, oral or written representations, communications, understandings and agreements between **SGC** and the **Client** with respect to the subject matter hereof, all of which representations, communications, understandings and agreements are hereby canceled to the extent that they are not specifically merged herein with the exception of, the length of contract or renewal date. **SGC** and the **Client** acknowledge and agree that neither of the parties is entering into this Agreement on the basis of any representations or promises not expressly contained herein.

Use of **SGC**'s service constitutes acceptance of the Terms and Conditions. **SGC** reserves the right to modify them these at any time and will post them those on our website noted below. The effective date of these terms and conditions is at the time of posting on our website. It is the user's the responsibility of Client to check <http://www.sgci.com/terms> for updates. If **Client** does not agree to these terms, the service will not be performed and **Client** will need to contact **SGC** immediately.

The Provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held to be invalid or unenforceable in whole or in part, such provision shall be ineffective to the extent of such invalidity or un-enforceability without any manner affecting validity or enforceability thereof of the remaining provisions hereof and thereof. This Agreement shall be governed by the laws of the Province of Ontario. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, and except as otherwise provided herein, their respective legal successors and permitted assigns.

PRIVACY POLICY: We collect, maintain, and use the personal data you voluntarily submit to provide the service or carry out the transaction you requested or authorized. This may involve using your personal data to fulfill your requests for information, to fulfill your orders for products and services, to register your products, to provide you with customer support. **SGC** will not sell, rent, lease or share your personal information with others except in responding to your requests for products or services. Information collected will be handled in a responsible and confidential manner & in compliance with applicable laws.

IN WITNESS WHEREOF the parties have duly executed this Terms and Conditions agreement this day day of month , year.

Signatures - **By signing below, Client is indicating that they have read and agree to the terms of this agreement in its entirety, and that they are authorized to make such decisions on behalf of their organization.**

CLIENT

BLACKCREEK TECHNOLOGIES LIMITED

PER: _____
Signature

Name: **Name**

Per: Jonathan Koch

Title: **Title**

Title: President

Date: **Date**

Date: 01-25-2015