

Infinite IT Solutions Inc.

Master Services Agreement – “Terms and Conditions”

As referenced in Customer Sales Agreement and/or Quotation (herein referred to as “SA”), and executed between both Parties, this Master Service Agreement (also interchangeably referred to as the “MSA” or “Terms and Conditions”) serves as a part of the MSA, unless specified herein otherwise.

This MSA is entered into between Infinite IT Solutions Inc. (“8IT”), an Ontario corporation with offices at 7077 Keele Street, Vaughan ON, L4K 0B6, and the customer listed the executed Service Schedule Agreement of these Terms and Conditions (the “Customer”).

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, 8IT and Customer hereby agree as follows:

1. Schedules and Services

1.1 The following documents form part of and are incorporated by reference into this Agreement: MSA and SA. This MSA may form part of an overall Agreement with multiple SA agreements, which may or may not have any influence on each other in 8IT’s sole discretion. This MSA shall become effective the date both 8IT and the Customer (the “Parties”) have signed one SA (the “Effective Date”). In the event the Parties sign any Agreements on different dates, then the Effective Date shall be the latter of the two dates. Each SA shall have its own independent Effective Date and Termination Date. This MSA shall be in force as long as one SA is valid, and Customer responsibilities shall remain for a period not less than 24 months after any final SA expires. Some sections of this MSA may survive beyond the Termination Date of a SA.

1.2 The Customer hereby requests 8IT to provide to Customer the services selected in the “Included Services” section. 8IT and Customer (each, a “Party” and, collectively, the “Parties”) may, from time to time, by mutual agreement, add additional Services pursuant to an additional SA or supplemental service request, and all such additional Services shall be governed by this MSA. Additional terms and conditions as agreed upon by the Parties in writing may apply to any such additional Services. For the purposes of this MSA, the term SA means any written order form (including service requests submitted to 8IT via e-mail or fax) accepted by 8IT. Further, for the purposes of this MSA, the term “written consent” when referring to 8IT’s written consent means any written consent in electronic or paper form. Also, for the purposes of this MSA, the term “Services” means all of the Services including, without limitation, all supplemental Services referred to in all respective SA Agreement(s).

2. Acceptable Use Policies

2.1 Customer agrees to be bound by and to comply with such policies respecting permitted and prohibited use of the Services as may or may not be posted by 8IT on the 8IT Website from time to time (the “Acceptable Use Policy” or “AUP”). For the purposes of this MSA, the term “AUP Website” refers to the website currently located at <http://www.8IT.io/> in the “Resources” section, and any future or successor site(s). Customer agrees to refer to the Policies section of 8IT’s website on a regular basis, and agrees to be bound to any such policies posted within that section of the webpage. Customer understands that those policies may be updated at any time without notice. Without limiting the generality of the foregoing, Customer agrees that it will not use the Services or Equipment (defined as equipment provided by 8IT to facilitate the delivery of Services) to, directly or indirectly:

2.1.1 invade another person’s privacy; unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, slanderous, defamatory or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order or regulation;

2.1.2 access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person, without the knowledge and consent of such person, nor use any tools designed to facilitate such access, such as packet “sniffers”;

2.1.3 upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Services that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or rightsholder;

2.1.4 alter, modify or tamper with the Equipment or Services;

2.1.5 restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Equipment, the Services or the Internet, or create an unusually large burden on our network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, trojan horse or other harmful or debilitating feature, distributing mass or unsolicited email (“Spamming”), or otherwise generating levels of traffic sufficient to impede others’ ability to send or retrieve information;

2.1.6 collect responses from unsolicited email sent through the Services or from other external systems that violate the restrictions in this MSA;

2.1.7 forge, alter or remove headers information or Customer’s identity;

2.1.8 disrupt backbone network nodes or network services, or otherwise restrict, inhibit, disrupt, or impede our ability to monitor or deliver any Services;

2.1.9 interfere with computer networking or telecommunications services to or from any Internet user, host or network, including but not limited to denial-of-service attacks, overloading a service, improper seizure and abuse of operator privileges (“hacking”), or attempting to “crash” a host; or

2.1.10 operate a server in connection with 8IT or the Services for purposes other than for Customer’s normal business activity, including but not limited to mail, news, file, gopher, telnet, chat, web, or host configuration servers, multimedia streamers, or multi-user interactive forums.

2.2 Without limiting the generality of the foregoing, unless otherwise expressly agreed by the Parties in writing, Customer agrees that:

2.2.1 Customer will not resell 8IT Services;

2.2.2 Customer will neither use 8IT or the Services for operation of an Internet Service Providers’ business nor for any other business enterprise in competition with 8IT;

2.2.3 Customer is responsible for any misuse of the Services that it contracted for under this MSA, even if the misuse was caused by its employee, contractor or other third party that had access to the Services;

2.2.4 Customer is responsible for ensuring that others do not gain unauthorized access to the Services;

2.2.5 Customer is solely responsible for obtaining, installing and maintaining all Customer provided equipment and related services necessary to connect to 8IT’s network;

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2.2.6 Customer shall not connect or interconnect the Equipment with any other equipment or services of any third party without 8IT's prior written consent and such consent shall not be unreasonably delayed or withheld.

2.2.7 Customer is solely responsible for the security of any device that Customer connects to the Services, including any data stored on that device.

2.2.8 In addition to 8IT's termination rights as set out herein, Customer engaging in one or more of these activities may result in, at the sole discretion of 8IT, acting reasonably, suspension of Services (in whole or in part) or termination of this MSA. Additionally, 8IT reserves the right to charge Customer for any direct costs incurred by 8IT or its affiliates in connection with Customer breach of any provision of Section 2 of this MSA, including costs incurred to enforce Customer compliance with it.

3. Prohibition of Publication of Certain Materials

3.1 Customer hereby represents and warrants to 8IT that the information and data that Customer transmits, receives, posts and otherwise makes available on or through the Services (“Content”) is suitable for publication and are not libelous or defamatory, do not breach the intellectual property rights (including, without limitation, copyright) of any third party, and complies with all applicable laws, regulations, court orders and other legal requirements.

3.2 While it is Customer's responsibility to regulate and control Content, 8IT may decide to suspend Customer's Services without Customer's consent if Customer violates this MSA. If 8IT determines that it is appropriate, it may either: (i) issue a warning to Customer; (ii) suspend Customer access to some (or all) of the Services; or (iii) terminate this MSA.

3.3 Prior to 8IT suspending, terminating or monitoring Customer's Services under this MSA, 8IT will use commercially reasonable efforts to give Customer prior written notice, unless 8IT determines at its sole discretion that it needs to act promptly to protect 8IT or its subscribers from any risk, and/or if 8IT is otherwise prohibited by law or regulatory or governing body.

4. Monitoring of Content

4.1 8IT has no obligation to monitor Customer's Content or use of the Services. However, Customer acknowledges and agrees that 8IT has the right to monitor Content and Customer's use electronically from time to time and to disclose any information as necessary to: satisfy any federal, provincial, local or international law, regulation or other governmental request or to do the following: (i) assist in the pursuit of any legal action, including without limitation, actions against Customer; (ii) operate 8IT Services properly; and (iii) protect 8IT or its subscribers. 8IT reserves the right to either refuse to post or to remove any information or materials from the Services, in whole or in part, that 8IT decides, at its sole discretion, is unacceptable, undesirable, or in violation of this MSA.

5. Equipment

5.1 If 8IT furnishes Equipment at the Customer's site to facilitate the provision of Services under this MSA, then at 8IT's option, the Parties may enter into a separate equipment rental agreement for any such Equipment. It is understood that unless it is otherwise agreed upon, the title to such Equipment shall remain with 8IT and such Equipment shall be returned to 8IT upon termination of this MSA. 8IT may in its absolute discretion and with reasonable notice to the Customer, make changes to or replace the Equipment and any other Equipment used in connection with the provision of the Services, provided that the changed or replaced Equipment will have substantially similar functionality as the old Equipment and provided further that if 8IT is unable to provide substantially similar functional Equipment Customer may, with 60 days written notice, terminate without liability that portion of the Services directly relating to such Equipment.

5.2 Where the Customer chooses to rent Equipment from 8IT, the Customer is fully responsible for any damage caused by negligence/fault and will be required to pay the full replacement cost for such damaged/missing Equipment. Customer shall bear no right to encumber, put liens against, use for collateral, or otherwise sell 8IT owned equipment that it is renting from 8IT.

6. Software

6.1 Under this MSA, 8IT is not licensing to Customer any 8IT software programs or products. If 8IT provides any third-party software to Customer under this MSA, such third-party software shall be governed, and Customer shall be bound, by the terms of the separate license for such software inclusive of proprietary rights, for that software. Customer authorizes third-party access based on 8IT's approval to Customer's facilities and the Equipment on which the software product(s) are run for audit purposes only (if the third-party software product(s) is running on Equipment located elsewhere, Customer agrees to permit access to said third-party for the same purpose set out herein). Customer agrees to provide said third-party with Customer's name and any information that may be required to obtain the use of said third party's software.

7. Fees

7.1 Customer hereby accepts the Services and shall pay to 8IT the Fees and other charges for the Services. For the purposes of this MSA, the term “Fees” means the charges for the Services set forth in this MSA, including the cost of third-party retail services or products, including increases thereto, upon written notice to Customer, purchased by 8IT on Customer's behalf at the request of Customer. Any additional, supplemental or upgrade Services may result in additional fees or other charges.

7.2 If Customer's initial order reflects the implementation of multiple Services, Customer agrees to accept the fees (and shall pay for) services rendered associated with individual Services as such individual Services are implemented, regardless of the implementation status of the remaining Services on the initial order request.

7.3 If Customer is paying by credit card, Customer agrees to accept all applicable charges applied to the credit card as they relate to the Services, including any third-party processing or convenience fees. When paying 8IT via cheque, if a Customer's payment is not honoured for NSF or other similar reasons, then the Customer agrees to pay 8IT, at 8IT's sole option, the greater of one hundred dollars---xx/100 (\$100.00) or the amount actually charged to 8IT by its financial institution and/or supplier(s) for the returned payment.

7.4 This MSA and the delivery of the Service or any supplemental services to the Customer shall be subject to Customer's credit approval by 8IT, which shall be determined at 8IT's sole discretion. Customer grants permission for banks and/or other financial institutions to release reasonable and pertinent information to 8IT regarding Customer credit worthiness and payment history. 8IT reserves the right to require a deposit, as determined in its sole discretion, for the Service(s) should the Customer fail 8IT's credit check process. The deposit will be held by 8IT as a guarantee for Customer's payment for the Services, but does not relieve Customer from any of its payment obligations under this MSA. The deposit will remain with 8IT until the Customer is able to satisfy 8IT's credit check or this MSA is terminated, whichever occurs first. If the deposit is still within the possession of 8IT upon the termination of this MSA, 8IT will return the deposit to the Customer upon satisfaction in full of all payment obligations to 8IT. Deposits do not earn interest and 8IT will not pay Customer any interest for the deposits held.

7.5 Unless otherwise agreed by 8IT in writing, 8IT is not responsible for the general maintenance of any hardware, equipment and facilities of Customer's site.

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7.6 In the case of Services provided by a third-party to 8IT for resale to the Customer, Customer agrees to reimburse 8IT for all charges invoiced by such third party supplier to 8IT due to normal usage, exceptional usage and one-time fees resulting from Customer's intended or unintended usage of the Service(s).

7.7 8IT reserves the right to charge back any reported trouble tickets that are assessed as non-8IT issues. Examples include, but are not limited to: end user equipment issues, Customer inside wiring, jacks and wiring beyond the demarcation point, inability to reach customer after several attempts, and no access to premises/demarcation point when Customer has previously agreed to permit such access.

7.8 Invoices will be emailed on a monthly basis in advance to the email address listed in 8IT's database(s). Alternatively, 8IT may decide, upon Customer request, to send invoices by regular mail to an address supplied by Customer. Invoices must be paid in full as per the terms on the individual invoice. 8IT reserves the right to charge interest in the amount of 2% per month (24% annually) on overdue accounts. All Fees charged by 8IT for Services are exclusive of all taxes and similar fees now in force or enacted in the future and imposed on the transaction and/or the delivery of Services, all of which the Customer will be responsible for and will pay in full, except for taxes based on 8IT's net income. Fees shall be payable without counter-claim, setoff or demand. All Fees, invoices and payments must be paid in the currency stated on the individual invoice. Should the Customer choose to pay in a different currency than what is indicated on the invoice, 8IT shall assess the then current exchange rate between the currency paid and the expected currency at a rate of 3% above bank rate. If Customer has not disputed any charge within sixty (60) days of invoice date, such charge will be deemed to be correct and Customer waives all right to credit or remediation without exception.

7.9 Pricing for all Services is subject to change throughout the current term and renewal terms depending upon industry changes beyond reasonable control by 8IT, including without limitation Telecom Carrier pricing policy changes, CRTC, FCC, Government Tariff rulings and other economic and/or government-imposed regulatory or other changes which are typically deemed outside of 8IT's control.

7.10 8IT reserves the right to modify the pricing of Services terminated outside of Canada on a monthly basis due to foreign currency exchange fluctuations. Should a price adjustment be required, 8IT will advise Customer of same, in writing, within five (5) business days of then current month-end.

7.11 In the event of unanticipated costs related to Service(s) installations or moves, the Customer will be provided a quote, in writing, in relation to such costs. The Customer shall, at that time, have the option to proceed with the Service(s) installation or explore alternative options with 8IT. Should no alternative options exist, Customer retains the right to cancel the specific Service affected, and shall do so under the understanding that Customer is still responsible for any remaining Term remaining on the affected Service. The terms and conditions of the remaining Service(s), if applicable, will remain unchanged.

7.12 Customer may request an expedite on a Service implementation. Expedite fees will be quoted at the time of request. Expedites are provided on a best-effort basis and may not be guaranteed.

8. Term

8.1 This MSA shall be for the term set out in the “Included Services” section and, if no term is specified thereon, for a period of three (3) years, from the date of activation of the Services initially ordered by Customer,

but specifically excluding the date of activation of any additional, supplemental or upgraded Services (the “Term”). **If multiple Services are initially ordered under a single SA, the Term commences on the date the last Service of the initial order is fully implemented.** Until the Services purchased are fully implemented, the Term shall not commence, and the implementation timeline shall be added to the beginning of the Term. For greater clarity, should a 36 month SSA be approved, and six (6) months are required to fully implement all services under that particular SSA, the Term shall be for a total of forty-two (42) months in total. Any additional, supplemental or upgraded Services shall be for the Term set out under separate cover at the time of order placement, and if no Term is specified thereon, for a period of three (3) years, from the date of activation or upgrade of the Service(s).

8.2 In the event of termination at a point in time other than the end of the then current Term, Customer is responsible for payment in full for the remaining months' service times the monthly rate. Please note that the term of certain additional, supplemental or upgraded Services may differ from the Term of this MSA and that the terms and conditions of this MSA will continue to apply to such additional, supplemental and upgraded Services until the termination or cancellation of such Services in accordance with this MSA's provisions.

8.3 Customer agrees to be bound by this MSA during the provisioning period, which is defined as the period from the Effective Date to the commencement of the initial Term. In the event that 8IT is unable to provision a particular Service due to lack of Service availability, Customer will not be responsible for the payment of such Service and 8IT will not be responsible to Customer for any costs Customer may have incurred in preparation for Service implementation. Customer will continue to be bound by this MSA for all remaining provisioned Services.

9. Renewal

9.1 The Term shall be automatically renewed for additional periods equal to the length of the original Term absent contrary written notice provided at least ninety (90) days in advance by Customer to 8IT.

9.2 Prices for Customer's then current standard Services will renew at 8IT's then current pricing schedule at time of renewal. If applicable, 8IT will advise Customer in writing no less than one hundred (100) days in advance of renewal of any change(s) in Customer's custom Services pricing.

10. Termination

10.1 8IT may suspend or restrict the Services (in whole or in part) or terminate this MSA and the Service at any time if:

10.1.1 the operations or efficiency of 8IT's Services are impaired by the use of the account; or

10.1.2 any amount is past due from Customer to 8IT for a period of sixty (60) days or more; or

10.1.3 Customer fails to operate as an ongoing concern or in the ordinary course; or

10.1.4 Customer takes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, receivership, or reorganization pursuant to bankruptcy or other similar laws; or

10.1.5 there is any material breach of any term or condition of this MSA. Any termination of this MSA shall not relieve Customer from any amounts owing or other liability accruing hereunder prior to the time that such termination becomes effective and for any Fees owing in respect of Services with termination dates that are not co-terminus with this MSA.

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10.2 8IT will use commercially reasonable efforts to give 30 days prior written notice of any such suspension or termination of Services.

10.3 Without limiting the generality of the foregoing, in the event that the terminated Service includes a leased line facility, then the Customer agrees to be responsible for the Fees associated with such leased line facility for the full Term applicable to such facility, which may extend beyond the Term of this MSA.

10.4 Customer agrees that on termination, expiry or cancellation of this MSA, it will immediately pay all amounts due to 8IT in accordance with this MSA. Customer acknowledges that even after termination, expiry or cancellation of this MSA, it shall continue to be responsible for any amounts payable to 8IT prior to and as a result of the termination, expiry or cancellation of this MSA.

11. Disclaimer of Warranties

11.1 EXCEPT AS EXPRESSLY STATED HEREIN, ALL SERVICES AND INFINITE IT SOLUTIONS INC. EQUIPMENT ARE PROVIDED BY INFINITE IT SOLUTIONS INC. ON AN “AS IS” AND “AS AVAILABLE” BASIS. EXCEPT AS EXPRESSLY STATED HEREIN, INFINITE IT SOLUTIONS INC. MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED WITH RESPECT TO THE SERVICES OR INFINITE IT SOLUTIONS INC. EQUIPMENT OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) PROVIDED IN CONNECTION WITH THIS MSA AND INFINITE IT SOLUTIONS INC. HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR ARISING BY STATUTE, USAGE OF TRADE CUSTOM, COURSE OF DEALING OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF LACK OF VIRUSES, OF ACCURACY OR AVAILABILITY, AND OF LACK OF NEGLIGENCE, ALL WITH REGARD TO THE SERVICES AND INFINITE IT SOLUTIONS INC. EQUIPMENT. INFINITE IT SOLUTIONS INC. DOES NOT WARRANT THAT THE SERVICES OR INFINITE IT SOLUTIONS INC. EQUIPMENT IS OR WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL ERRORS CAN OR WILL BE CORRECTED OR THAT THE SERVICES OR INFINITE IT SOLUTIONS INC. EQUIPMENT WILL FUNCTION IN CUSTOMER’S ENVIRONMENT. INFINITE IT SOLUTIONS INC. DOES NOT PROVIDE ANY WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT, WITH REGARD TO THE EQUIPMENT OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) PROVIDED IN CONNECTION WITH THIS MSA. IN THE EVENT OF ANY INTERRUPTION, FAILURE OR BREAKDOWN IN THE SERVICES, OR OF THE LOSS OR SPOILING OF THE CONTENT, INFINITE IT SOLUTIONS INC. MAKES NO WARRANTY THAT EITHER WILL BE RESTORED. THE CUSTOMER ASSUMES FULL RESPONSIBILITY FOR BACKING UP ITS OWN FILES AND THE ENTIRE RISK AS TO THE QUALITY OF OR ARISING OUT OF USE OR PERFORMANCE OF THE SERVICES AND INFINITE IT SOLUTIONS INC. EQUIPMENT REMAINS WITH CUSTOMER.

12. Limitation of Liability

12.1 In no event will the aggregate liability of 8IT, its affiliates or its or their respective directors, officers, shareholders, employees, agents, consultants or subcontractors exceed, and Customer’s exclusive remedy shall be to receive from 8IT payment for actual and direct damages to a maximum amount of the lower amount of \$10,000.00 Canadian or the fees paid hereunder by Customer to 8IT in the preceding three (3) month period for the affected Service(s).

12.2 Unless otherwise specifically provided in this MSA, 8IT will not be liable to Customer nor to any third party for:

12.2.1 any indirect, incidental, special, exemplary, contingent, punitive or consequential losses or damages, including loss of profits, loss of earnings and loss of business opportunities and personal injuries (including death) resulting directly or indirectly out of, or otherwise arising in connection with, Customer use of 8IT Services or any other use of the 8IT Equipment or Services; and

12.2.2 any losses, claims, damages, expenses, liabilities or costs (including legal fees) resulting directly or indirectly out of, or otherwise arising in connection with, any claim that Customer use of the Equipment or Services or any other materials (tangible or intangible) provided in connection with this MSA infringes the copyright, patent, trade-mark, trade secret, confidentiality, privacy, or other industrial or intellectual property rights or contractual rights of any third party.

12.3 These limits apply to any act or omission of 8IT, our officers, employees, contractors or our agents, whether or not such acts or omissions would otherwise be a cause of action in contract, tort or any other doctrine of law.

13. Indemnity

13.1 Customer agrees to defend, indemnify and hold 8IT and its affiliates, and its respective directors, officers, shareholders, employees, agent and contractors from any and all Losses (including legal fees) related to or arising out of the Customer’s use of the Services provided under this MSA, including without limitation claims made by third parties related to any false advertising claims, liability claims for products or services sold by Customer, claims for patent, copyright or trademark infringement, claims due to disruption or malfunction of services provided hereunder, or any Content. For the purposes of this MSA, the term “Losses” means all losses, liabilities, damages and claims, and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, collection costs, and/or penalties).

13.2 The Customer shall indemnify 8IT in connection with any claim or action which may be brought by any customer of the Customer accessing all or part of the Services through or by means of any service offered by the Customer including, without limitation, claims:

13.2.1 arising out of faults, interruptions or delays in the Services;

13.2.2 arising out of inaccuracies, errors or omissions in the information contained in the Services; and

13.2.3 for libel, slander, harassment, improper use of the Services or the Equipment, or any portion thereof.

14. Ownership of Addresses

14.1 Unless otherwise provided for herein, 8IT owns all addresses provided to Customer, including but not limited to IP addresses, email addresses and web page URL’s. 8IT may modify or change such addresses at any point in time and shall in no way be required to compensate Customer for such changes. Customer is permitted to use only those addresses 8IT has issued Customer. Should Customer purchase a domain name through 8IT or from a third-party, the Terms and Conditions of the domain name registrar shall apply for the particular domain name. 8IT shall not have any right or entitlement to Customer specific domain name unless the Customer fails to pay 8IT for the domain name service, and/or if 8IT owns the domain name on title with the registrar. Customer shall ensure domain name registration is completed properly by searching the public WHOIS records.

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15. Content

15.1 Customer acknowledges and agrees that there is some content on the Internet and the other Services that may be offensive to Customer, or that may not be in compliance with all local laws, regulations and other rules. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. 8IT assumes no responsibility for, and exercises no control over the content contained on the Internet and other Services. Customer agrees that all content that Customer accesses through 8IT is accessed and used by Customer at Customer own risk, and that 8IT will not be liable for any claims, losses, actions, damages, legal action or proceedings arising out of or otherwise relating to Customer access to such content.

16. Amendment

16.1 8IT may modify this MSA including, without limitation, changing the Service description, from time to time with or without notice. Customer's continued use of the Services following such change shall be deemed to be Customer's acceptance of such modification. If Customer does not agree to any modification of this MSA, Customer must stop using the Services within seven (7) days of such change for standard Services, and sixty (60) days for custom Services, if such period does not coincide with a renewal period. In the event of a renewal period, Customer must stop using the Services at the end of the current Term. Customer shall remain responsible for any remaining commitment under contractual Term should Customer cancel services and agrees to pay 8IT in full as per this MSA's Termination clauses.

17. General Provisions

17.1 No waiver of any of the provisions of this MSA shall be deemed to constitute a waiver of any other provisions, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided for in writing duly executed by both Parties.

17.2 This MSA may be executed by the Parties in counterparts and may be executed and delivered by facsimile and all such counterparts and facsimiles will together constitute one and the same agreement. Customer may also sign and accept this MSA by signing a SA during the purchasing process. Both Parties agree to execute all Agreements via digital signatures.

17.3 The Customer shall be responsible for fully indemnifying 8IT from and against all costs and expenses, including legal fees and disbursements, incurred by 8IT in connection with any legal or other proceedings brought by 8IT in enforcing the terms of this MSA.

17.4 Each of the Parties hereto are independent parties and nothing herein shall be construed to place the Parties in a relationship of principal and agent, partners or joint ventures, and neither Party shall have the power to obligate or bind the other Party in any manner whatsoever.

17.5 Notices. Every notice, request, demand, consent, or other communication provided for or permitted under this MSA shall be written and directed to the Party to whom delivered or given, and shall be delivered or given to Customer at the address set out in the Customer Information Form and to 8IT at the following address:

INFINITE IT ADMINISTRATION
Attention: Customer Accounts
6-6150 Highway 7, Suite 451, Vaughan, ON L4H 0R6

Email: support@8IT.ca / cc: billing@8IT.ca

Each such notice shall be: (i) personally delivered; (ii) sent by direct written electronic means (email); or (iii) sent by registered mail postage prepaid. Both Parties agree that verbal, facsimile and telex communication are not acceptable means of communication for official

notice. Any notice sent by way of the means described in (i) above shall be deemed to have been given and received on the Business Day on which it has been personally delivered provided that if such notice has not been delivered on a Business Day, then it shall be deemed to have been given and received on the next Business Day thereafter. Any notice sent by way of the means described in (ii) above shall be deemed to have been given and received on the date on which it was transmitted provided that if such notice has not been transmitted on a Business Day or it was not transmitted prior to 5:00 p.m. on the Business Day that it was transmitted, then it shall be deemed to have been given and received on the next Business Day thereafter. Any notice sent by the means described in (iii) above shall be deemed to have been given and received on third Business Day following the date upon which it has been mailed. If mail service is or is threatened to be interrupted at any time when a notice is required to be given hereunder, then such notice shall be given by the means described in (i) or (ii) above. Each Party may change its address for the purposes of this section from time to time by giving written notice of such change to the other Party in accordance with this section.

17.6 No Party shall be liable for any delay or failure to perform under this MSA if such delay or failure is due to any contingency beyond its reasonable control including acts of God, war, explosion, fire, flood or civil disturbance, interruption of telephone, electrical, cable or other services necessary to perform the Services hereunder (i.e. an “Event of Force”). The Party experiencing any delay or failure as a result of any such Event of Force shall: (i) provide prompt written notice thereof to the other Party; (ii) use reasonable commercial efforts to either remedy the delay or failure or to establish a workaround plan to remedy the delay or failure in a manner which minimizes the disruption to the other Party and then forthwith proceed to implement and complete such workaround plan; and (iii) use reasonable commercial efforts to eliminate the Event of Force causing the delay or failure. If the delay or failure exists for a period greater than sixty business (60) days, either party may immediately terminate this MSA.

17.7 Customer is responsible for internal wiring related to the extension of the Service from 8IT delivery demarcation to Customer's physical equipment location. Customer acknowledges that Service is billable upon implementation at 8IT's demarcation location.

17.8 This MSA shall enure to the benefit of, and shall be binding on, the Parties and their respective successors and permitted assigns. Neither this MSA nor any rights thereunder may be assigned by the Customer without 8IT's written consent, which shall not be unreasonably withheld. 8IT reserves all rights to assign any SA, MSA, Service or other Agreement between 8IT and Customer without notice.

17.9 If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

17.10 This MSA shall be governed by the laws of the Province of Ontario and the courts of Toronto in the Province of Ontario shall have jurisdiction.

17.11 This MSA, including all attached schedules, exhibits and appendices constitutes the entire agreement between the Parties and supersedes all prior written or oral agreements, representations and other communications between the Parties relating to the subject-matter of this MSA.

[---- END OF AGREEMENT ----]