



BAASS Business Solutions Inc.

www.baass.com

Master Services Agreement

March 1, 2022

BAASS' MASTER SERVICES AGREEMENT

This Agreement sets forth the terms and conditions under which BAASS Business Solutions Inc. ("BAASS") will provide professional services to Client.

1. SERVICES

BAASS agrees to perform professional services ("**Services**") as described in one or more Statements of Work ("SOW") signed by the parties on the terms and conditions set out in this Agreement. All Services provided by BAASS shall be performed in accordance with prevailing industry standards and practices applicable to the provision of similar services. Services will be delivered according to BAASS' implementation methodology. Services may be performed at either the Client site or BAASS facility. If BAASS performs Services before the Effective Date, all Services provided by BAASS before that date will be considered to have been provided under all of the terms and conditions of this Agreement including the relevant SOW. In the event of a conflict between the provisions of this Agreement and the provisions of a SOW, the provisions contained in this Agreement shall govern unless otherwise expressly stated in a SOW executed by both parties.

BAASS will designate a single point of contact to serve as the Project Manager, and to be Client's primary contact with BAASS throughout the project. The Project Manager will be responsible for the overall project delivery including scope, timeline and budget. Client will assign a dedicated project team that will remain intact for the life of the project. The project team should include Subject Matter Experts (SMEs) that will contribute to the system design and system configuration validation (UAT process). The Client's project team should also include a single point of contact that will function as their Project Coordinator. The Client's Project Coordinator will have full authority to act on behalf of Client with respect to decision and signatory authority, Client's activities as specified in the SOW including managing deliverables, reviewing, accepting, and approving project deliverables.

2. FEES

Client agrees to pay for the Services the fees set forth in the applicable SOW ("**Fees**"). In addition to the Fees, the Client shall also reimburse BAASS for all reasonable expenses, including travel (airfare, local transportation) and living expenses (hotel, meals), incurred by BAASS in the performance of Services ("**Expenses**"). Unless otherwise specified in a SOW, Fees and Expenses shall be invoiced semi-monthly, and will be payable within thirty (30) days of invoice date, without withholding, deduction or off set of any amounts for any purpose. Client shall pay all sales, value-added, or other similar taxes imposed by applicable law that BAASS must pay based on the Services, excluding only taxes on BAASS's income ("**Taxes**"). Invoices, if not paid within thirty (30) days of the invoice date, are subject to a late payment charge equal to the lesser of 1.5% per month or the maximum rate permitted by law, calculated from the invoice date. Discrepancies with professional service fees (invoices) must be reported within ten (10) days or will be deemed to be agreeable and the work completed to your satisfaction. Professional service invoices outstanding for more than thirty (30) days may result in the suspension of all services.

3. SERVICE ESTIMATES

At Client's request, BAASS may provide in the SOW an estimate of Fees and Expenses for the Services. Although BAASS shall use its best effort to estimate these Fees and Expenses as accurately as possible, the actual costs cannot be guaranteed and may vary. BAASS undertakes to advise Client as soon as it becomes apparent that the estimate may be significantly exceeded. The estimate of our service fee is based on our understanding of the requirements and the information provided by the Client during our discovery process. The fee is effective provided that your accounting records are in good order and your accounting staff have the necessary accounting skills and time available to devote to the implementation process.

4. CHANGE CONTROL PROCESS

Either party may, at any time and from time to time, request in writing additions, deletions, amendments or any other changes to a SOW, including to the specifications applicable to the Services (each, a "Change"). The request ("Change Request") shall include a reasonably detailed description of the scope and nature of the requested Change, and in the case of a Change Request by BAASS, an estimate of Fees and other changes to the SOW necessitated by the Change. All Change Requests shall be submitted by e-mail. Unless a different Change Order Process is set forth in the applicable SOW, the receiving party shall respond within ten (10) business days of the receipt: in the case of BAASS, by indicating whether it is able to comply with the Client's request using commercially reasonable efforts and providing an estimate of any additional costs or other required changes to the SOW (which shall be treated as a Change Request when received by Client); and in the case of the Client, by rejecting the Change Request or providing written authorization to proceed with the Change as requested or modified by the Client. Upon the Client's written authorization to proceed with the Change, the SOW shall be amended accordingly. No Change shall come into effect unless and until it has been approved by BAASS and Client in accordance with this Change Control Process. The effort to understand the requirements of the change, document the request, identify a solution and provide a service estimate is billable.

5. WORK SCHEDULES – PERSONNEL

Each SOW may include agreed to work schedules of BAASS personnel. BAASS will use commercially reasonable efforts to provide personnel in accordance with such schedules. BAASS will make every reasonable effort consistent with sound business practices to honor the specific requests of the Client with regard to the assignment of BAASS's employees, provided, however, that BAASS reserves the sole right to determine the assignment of such. In the cases of Services performed on a time and materials basis, Client may request the replacement of any of BAASS's personnel for any reasonable cause, in which case BAASS will use commercially reasonable efforts to provide a suitable replacement as soon as practicable. BAASS consultants will work remotely to complete their tasks unless otherwise noted in the SOW. Dates for any onsite work by BAASS will be mutually agreed upon in advance between Client and BAASS.

6. CLIENT OBLIGATIONS

In addition to any other obligations of the Client under this Agreement, the Client shall: a) at all times during the provision of Services, use commercially reasonable efforts to ensure the prompt and efficient co-operation of all its personnel, provide timely access to its business records and information which are reasonably required by BAASS for the performance of the Services, and provide appropriate facilities such that BAASS shall not be unreasonably hindered from efficiently performing its obligations hereunder; and b) in connection with BAASS's provision of Services, use commercially reasonable efforts to perform those tasks and assume those responsibilities and requirements of Client specified in the applicable SOW (collectively, the "Client Responsibilities"). The SOW shall also contain any assumptions made in connection with the performance of Services (the "Assumptions") which may impact Fees and Expenses, as well as delivery dates or milestones or any other BAASS obligations or liabilities pursuant to this Agreement or the applicable SOW. Client understands that BAASS's performance of the Services is: (i) dependent on Client's timely and effective satisfaction of Client Responsibilities, and (ii) subject to and dependent upon the Assumptions. Notwithstanding the provisions of Section 2 hereof and the Fees set forth in each SOW, Client further understands that BAASS may charge additional fees for its Services should the work schedule be postponed or delayed for reasons that are entirely attributable to Client, provided that BAASS shall use commercially reasonable efforts to mitigate the monetary effect of any postponement or delay. Client also agrees to authorize work as defined in a SOW, Functional Specification or Design Specification document before services will commence.

BAASS will prepare a detailed project plan based on the Client's agreement on project milestones. Client will sign-off the detailed project plan as a commitment to complete all project tasks on scheduled dates. Any changes to the project plan requested by the Client will be subject to the Change Control Process.

7. CONFIDENTIALITY

By virtue of this Agreement, the parties may have access to information that is proprietary or confidential to one another, including the terms and pricing under this Agreement or under any SOW ("Confidential Information"). Each party (i) shall, and shall cause its personnel to, hold and deal with in strict confidentiality all Confidential Information of the other party disclosed under this Agreement or under any SOW, and (ii) agrees not to use any of the Confidential Information except in the furtherance of its obligations under this Agreement, provided that each party acknowledges that, for the purposes hereof, its respective Confidential Information excludes any data, documentation or other information which (a) is in the public domain other than as a result of a disclosure by the receiving party in breach of this Agreement, (b) was known to the other party prior to receipt thereof for the disclosing party, (c) is or becomes available to the other party on a non-confidential basis from a source other than the disclosing party, if that source or its source is not in breach of any obligation of confidentiality to the disclosing party, or (d) the receiving party can show to have been developed independently by the receiving party without using the Confidential Information of the disclosing party.

8. INSURANCE

Upon Client's request in writing, BAASS shall evidence:

(a) comprehensive general liability insurance on an occurrence form including non-owned automobile liability, contingent employer's liability, broad form property damage and contractual liability with an insured limit of \$2,000,000 per occurrence, and products liability and completed operations with an annual aggregate limit of \$2,000,000 per occurrence. The Client shall be an additional insured on such insurance to the extent of the negligence of BAASS and those over whom it is responsible in law in the performance of the Services. The required insured limits may be composed of any combination of primary and excess liability (or "umbrella") insurance policies; and

(b) errors and omissions liability insurance policy on a claims-made basis with an insured limit of \$2,000,000 per claim covering BAASS's legal liability arising out of its performance of the Services.

Upon Client's request in writing, BAASS shall provide the Client with current certificates of insurance evidencing the required insurance and stipulating that the insurer shall provide the Client with thirty (30) days written notice prior to cancellation of any of the aforesaid policies.

9. INTELLECTUAL PROPERTY

Client acknowledges that, unless otherwise agreed to in a SOW, BAASS shall retain all right, title and interest, including all intellectual property rights, in and to the Work Products. Upon final payment of the applicable Fees, unless otherwise agreed to in a SOW, BAASS hereby grants to Client, which accepts, a fully paid-up, royalty-free, perpetual, non-exclusive and non-transferable license to use and modify the Work Products only for its internal business operations. "Work Products" means all deliverables and other materials, text, drawings, specifications, reports, notes, documentation, software, and any other work product developed by BAASS in the performance of the Services which are provided to Client under a Statement of Work.

10. NON-SOLICITATION

Unless otherwise expressly agreed to in writing by the other party, neither Client nor BAASS shall, directly or indirectly (for example, through their affiliates), solicit or attempt to solicit the employment of, hire, employ or contract any of the other party's employees, subcontractors or consultants in either case that were or are engaged or involved in the project on which Services are being rendered under a SOW or assist any third party in doing so, both during the term of each such SOW and for a period of twelve (12) months following its termination or expiry or the end of the involvement of any such employee, subcontractor or consultant therein. Should either party ("Defaulting Party") breach the non solicitation covenants of this section, it undertakes to promptly pay to the other ("Injured Party") an amount equal to the remuneration payable to such employee, subcontractor or consultant during the twelve (12) month period immediately prior to such breach. The parties acknowledge and agree that any and all amounts paid pursuant to this section: (i) constitute a reasonable pre-estimate of damages to the Injured Party and not a penalty; and (ii) shall in no way limit or restrict any other right that the Injured Party may exercise pursuant to applicable laws including, without limitation, injunctive relief.

The Customer acknowledges and agrees that BAASS may provide Software, Hardware and/or Professional Services to persons or entities other than the Customer including, without limitation, persons or entities competitive with or in the same industry as the Customer.

11. WARRANTY

BAASS warrants that the Services shall be performed in a professional manner. In the event of a breach of this warranty, BAASS shall cause to be performed correctly the Services which are in breach of the warranty. Any claim for breach of BAASS's warranty hereunder must be made, by written notice to BAASS, within two weeks following the date of completion of the Services for which the claim is made. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, ORAL OR WRITTEN STATEMENTS OF BAASS (INCLUDING ANY AUTHORIZED REPRESENTATIVE OF BAASS PERFORMING SERVICES ON BAASS'S BEHALF) INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE OR OF ERROR-FREE, VIRUS-FREE OR UNINTERRUPTED USE OF ANY DELIVERABLE PROVIDED HEREUNDER.

Services that may be required to diagnose, correct and load remedies to software errors are chargeable at current rates by BAASS. In all instances, it is important that the Client grants access to sufficient data to enable the symptoms of the error to be reproduced. If the Client chooses to wait to address the issue until the problem is resolved through a patch or new release, the services required to load and / or upgrade the system will be chargeable at current rates by BAASS. The client accepts full responsibility for the accuracy and the audit ability of their data.

12. LIMITATION OF LIABILITY

CLIENT AGREES THAT BAASS' (INCLUDING ANY AUTHORIZED REPRESENTATIVE OF BAASS PERFORMING SERVICES ON BAASS'S BEHALF) TOTAL CUMULATIVE LIABILITY FOR DAMAGES, EXPENSES, COSTS, LIABILITY OR LOSSES (COLLECTIVELY, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES UNDER A SOW, WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY EVEN IF BAASS HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, IS LIMITED TO DIRECT, ACTUAL, PROVABLE DAMAGES AND WILL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE TOTAL AGGREGATE MONTHLY FEES (LESS ALL DISCOUNTS AND CREDITS) PAID BY THE CLIENT FOR THE SPECIFIC SERVICE(S) THAT GAVE RISE TO THE DAMAGES DURING THE THREE (3) MONTH PERIOD BEFORE THE EVENT GIVING RISE TO THE DAMAGES, LESS AMOUNTS PAID FOR PREVIOUS CLAIMS, IF ANY. IN NO EVENT SHALL BAASS (INCLUDING ANY AUTHORIZED REPRESENTATIVE OF BAASS PERFORMING SERVICES ON BAASS'S BEHALF) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES (INCLUDING LOST PROFITS, ANTICIPATED OR LOST REVENUE, LOSS OF DATA, LOSS OF USE OF ANY INFORMATION SYSTEM, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS, OR ANY THIRD PARTY CLAIM), WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY EVEN IF BAASS HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

13. SOFTWARE AND EQUIPMENT

Notwithstanding any conflicting law or provision, in the event that a SOW provides for the license of software or other intellectual property or the purchase of equipment or products, the following terms shall apply unless otherwise agreed to in writing: (i) intellectual property, rules of use as well as other rights and restrictions pertaining to the software are as described in the licence agreement, which is binding upon the Client; (ii) BAASS provides no warranty whatsoever on software or equipment manufactured by any third-party, for which the only applicable warranty is that provided by the licensor or manufacturer; and (iii) in no event shall BAASS be liable to the Client or any other person for any damages, direct or indirect, arising from or related to the use or inability to use the software and/or the equipment or from the loss of use, failure or interruption of the software and/or the equipment.

14. TERMINATION

This Agreement or any SOW may be terminated by either party if the other party materially defaults with respect to a material obligation under this Agreement or any SOW and does not remedy that default within thirty (30) days after receiving written notice of the default. Client's failure to pay any invoiced Fees, Expenses or Taxes when due is a material default with respect to a material obligation. If BAASS materially defaults with respect to a material obligation in the provision of a Service and does not remedy that default within thirty (30) days after receiving written notice of the default, Client shall only be entitled to terminate the SOW for that Service.

This Agreement or any SOW may also be terminated by Client without cause (i) upon sixty (60) days' prior written notice to BAASS during which notice period the Services shall continue as initially planned and Client shall pay all Fees, Expenses and Taxes up to the termination date or (ii) without notice if Client pays a penalty in lieu thereof equal to the estimated fees that would have been incurred during the notice period. This Agreement or any SOW may also be terminated by BAASS immediately upon Client's bankruptcy (voluntary or involuntary), insolvency or assignment for the benefit of its creditors, or the appointment of a receiver for all or substantial part of Client's assets. Upon termination of this Agreement, (i) Client shall promptly pay all fees and expenses payable to BAASS in respect of Services performed through the date of termination; and (ii) each party shall return or destroy, at the direction of the other party, all Confidential Information of the other party then in its possession. The covenants and rights of the parties herein which, by their nature, should survive termination of this Agreement, including under paragraphs 2, 7, 9, 10, 11, 12, 18, 19 and 20, shall so survive for the full duration of such covenants and rights under applicable law.

15. PUBLICITY

The Client authorizes BAASS to publish its name and logo as a customer, as well as a summary description of the projects on which BAASS shall have rendered Services to the Client, in BAASS's communication and promotional tools. Should BAASS wish to use Client's name, quotes from its employees or agents and any information pertaining to the general terms and conditions of this Agreement or a SOW, BAASS undertakes to first submit any such material or document containing such information to the Client for its prior written approval.

16. ASSIGNMENT

Neither party may assign this Agreement, any SOW or any right or obligation arising there from without the prior written consent of the other party, not to be unreasonably withheld. However, without the other party's consent a party may assign this Agreement and/or any SOW to a present or future affiliate of that party, but an assignment by Client shall be contingent upon BAASS determining the Client's affiliate to be creditworthy and in compliance with any eligibility criteria for the Services. BAASS may also assign any receivable that arises under this Agreement or under any SOW, any right to receive payment related to that receivable and any interest in that receivable or right to receive payment.

17. INDEPENDENT CONTRACTOR

In connection with this Agreement, each party is an independent contractor and as such will not have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership or agency relationship between the parties for any purpose.

18. FORCE MAJEURE

If there is a default or delay in a party's performance of its obligations under this Agreement (except for the obligation to pay the Fees), and the default or delay is caused by circumstances beyond the reasonable control of that party including fire, flood, earthquake, elements of nature, acts of God, explosion, power failure, war, terrorism, revolution, civil commotion, acts of public enemies, law, order, regulation, ordinance or requirement of any government or its representative or legal body having jurisdiction, or labour unrest such as strikes, slowdowns, picketing or boycotts, then that party shall not be liable for that default or delay, and shall be excused from further performance of the affected obligations on a day by day basis, if that party uses commercially reasonable efforts to expeditiously remove the causes of such default or delay in its performance.

19. NOTICES

All notices provided for shall be given in writing and delivered by personal delivery, prepaid first class registered or certified mail or by facsimile. Notices delivered by facsimile shall be considered to have been received upon the sender obtaining a bona fide confirmation of such delivery. The address for notice shall be (i) for the Client, the address or email address to which BAASS sends the Client's invoices; and (ii) for BAASS, to BAASS Business Solutions Inc., 1200 Centre Street, Suite 200, Thornhill, ON L4J 3M9, attention: Vice President, or email orders@baass.com. Client shall notify BAASS of a change in its billing address and any change in its corporate name or any business or trade name used in connection with the Services.

20. SEVERABILITY

In any covenant, term, condition, or provisions of this agreement is found to be invalid, illegal or incapable of being enforced by reason of any rule of law or public policy, all remaining covenants, terms, conditions or provisions shall be considered severable and remain in full force and effect.

21. ACKNOWLEDGEMENT

BAASS and client each acknowledge that the covenants and restrictions set forth are fair and reasonable. BAASS and client each represents and warrants that compliance with the aforementioned covenants will not cause BAASS and client any undue hardship and both BAASS and client further covenants that it will not in any way challenge the reasonableness of the enforceability of this Agreement or any covenant or restriction contained herein.

22. GOVERNING LAWS

This Agreement shall be governed by and interpreted according to the laws in force in the Province of Ontario and the laws of Canada applicable therein.

23. SURVIVAL

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and BAASS shall survive the completion of the services hereunder and the termination of this Agreement.

24. ENTIRE AGREEMENT; AMENDMENT

The Client and BAASS acknowledge that this Agreement constitutes a complete statement of the terms and conditions of the agreement between the parties with respect to its subject matter, and supersedes all prior agreements, understandings, commitments, undertakings, representations, negotiations and discussions on the subject matter, whether written or oral. There are no conditions, agreements, representations, warranties or other provisions, express or implied (including through course of dealing), collateral or otherwise, relating to the subject matter hereof which induced either party to enter into this Agreement or on which either party places any reliance, other than those set forth herein. This Agreement shall not be amended other than by an instrument in writing signed by both parties.