

Master Service Agreement (MSA)

This Interface Web Solutions Inc Master Agreement ("Agreement") is made and hereby entered into as of the date indicated below ("Effective Date"), by and between Interface Web Solutions Inc, with offices at 1503-530 Laurier Ave West, Ottawa, Ontario, and the undersigned ("You" or "Client") and governs the purchase of all services outlined and agreed within this Agreement and attached Proposal, Order Form, and/or Statement(s) of Work.

Client desires to engage Interface Web Solutions Inc on a non-exclusive basis to render, and Interface Web Solutions Inc desires to render to Client certain Interface Web Solutions Inc services, all as set forth in this Agreement and attached Proposal, Order Form and/or Statement(s) of Work under the terms provided herein.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements set forth below and other good and valuable consideration, the sufficiency of which is hereby admitted, the parties agree as follows:

- 1. Services.** Interface Web Solutions Inc shall develop the Project in accordance to the Statement of Work. Interface Web Solutions Inc shall also provide the ongoing services outlined in the attached Proposal, Order Form and/or Statement(s) of Work for the terms specified for each service or the term of this agreement if not otherwise specified. Client shall provide Interface Web Solutions Inc with all items required to complete the project, such as content, image files, etc. Interface Web Solutions Inc shall consult with Client throughout the development of the Project.
- 2. Engagement.** Client engages Interface Web Solutions Inc to render and Interface Web Solutions Inc agrees to render to Client, the services as described in the attached Statement(s) of Work, which may be implemented through additional Statements of Work. If there is any difference between the terms and conditions attached to any Statement of Work and any other portion of this Agreement, the terms attached to the Statement of Work shall control.
- 3. Method of Performing Services and Allocation of Interface Web Solutions Inc Resources.** Interface Web Solutions Inc shall determine the method, details, and means of performing the services hereunder. Interface Web Solutions Inc may engage subcontractors to perform any of the Services provided hereunder. Interface Web Solutions Inc shall retain the right to perform any and all services for other clients. Interface Web Solutions Inc recommends that an additional fifteen (15) percent of fees be anticipated as a budget contingency. If activities require additional time or resources beyond the cost estimate(s), Client will only be billed for actual time incurred. Interface Web Solutions Inc will track actual fees against the estimated budget and will alert Client if exceptional overages are anticipated prior to incurring fees above the fifteen (15) percent contingency. The cost estimates outlined in the Proposal, Order Form and/or attached Statement(s) of Work is an estimate for professional services and does not cover out-of-pocket expenses, such as vendor purchases and expenses, travel, messenger and delivery services, wire service distribution of news releases, production costs, postage, etc. Client has the option of paying vendors directly for these services; if paid for by Interface Web Solutions Inc, a mark-up may be applied.
- 4. Term and Termination.** This Agreement shall be effective when signed by Client and thereafter shall remain in effect for twelve (12) months unless another time frame is specified within the Proposal and and/or Order Form and will automatically renew at the end of the Initial Term for the same period as the Initial Term unless terminated pursuant to the provisions of this Section 4. Interface Web Solutions Inc shall have the right to disable the Project for failure to adhere to the terms of this Agreement, including violation of any licensing agreements or failure to pay fees duly assessed.
 - 4.1. Termination for Non-Payment.** In the event that Client defaults in the payment of any amount due to Interface Web Solutions Inc hereunder and does not cure such default within thirty (30) days of the date of the invoice, then Interface Web Solutions Inc may, by issuing written notice thereof to Client, terminate this Agreement as of a date specified in such notice of termination; provided, that Interface Web Solutions Inc first provides Client with fifteen (15) days advance written notice in order to afford Client the opportunity to cure such failure.
 - 4.2. Termination without Cause.** If Client terminates Services prior to the end of the Term, (a) Interface Web Solutions Inc shall not be obligated to refund any fees paid in advance of such termination and (b) Client shall be required to pay the standard monthly fees for each month remaining in the term as well as the greater amount of either the full estimated project cost or the value of the costs incurred for any projects in progress, unless otherwise expressly provided herein. Either party may elect not to renew the Agreement without penalty after the initial Term with a Thirty (30) day prior written notice to the other.
 - 4.3. Termination for Cause.** Either party may terminate this Agreement for "cause" (as defined below) immediately upon written notice to the other party; "cause" shall mean (i) the other party files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors of all or substantially all of its assets, fails to secure dismissal of any involuntary petition in bankruptcy within sixty (60) days after the filing thereof, or petitions for reorganization, liquidation, or dissolution under any federal or province/state bankruptcy law or similar law; (ii) the other party violates, or fails to perform or observe, any material term or condition of this Agreement for more than thirty (30) days after receipt of written notice that it is so violating or failing and the breaching party fails to cure such breach within thirty (30) days of receipt of the notice.

- 4.4. Effect of Termination.** Upon any termination of this Agreement, Client shall be obligated to pay Interface Web Solutions Inc for all services rendered pursuant to any outstanding Statement(s) of Work through the effective date of such termination. In the event of any termination or cancellation by Client of the Agreement, except for a Termination for Cause by Client under Section 6.3, Client shall pay Interface Web Solutions Inc any outstanding balance due under this Agreement.
- 4.5. Termination of an Individual Statement of Work.** In the event that either party hereto materially defaults in the performance of any of its duties or obligations under a Statement of Work (except for a default in payment to Interface Web Solutions Inc) and does not substantially cure such default, or commence a cure, within thirty (30) days after being given written notice specifying the default, then the non-defaulting party may, by given written notice thereof to the defaulting party, terminate the Statement of Work as of a date specified in such notice of termination. Upon termination of a Statement of Work, Client shall be obligated to pay Interface Web Solutions Inc the final balance of the estimated final project amount pursuant to the Statement of Work, except to the extent that such termination was due to Interface Web Solutions Inc default in the performance of any of its duties or obligations under such Statement of Work. Interface Web Solutions Inc shall not be responsible to deliver the deliverables for the applicable Statement(s) of Work, including any work in progress, except to the extent that such termination was due to Interface Web Solutions Inc default in the performance of any of its duties or obligations under such Statement of Work. Termination of a Statement of Work shall have no effect upon the Agreement or any other Statements of Work that may be in effect under this Agreement as long as Client pays all Fees covered under this Agreement.
- 5. Acceptance.** Client shall have the right to test each Deliverable. Client may request modifications to the deliverable in writing during the Acceptance Period or the Deliverable shall be deemed accepted by Client. Client's rejection of any Deliverable shall be in good faith. In the event Client rejects the Deliverable and requests modifications, Interface Web Solutions Inc shall make such modifications to the Deliverable in a timely manner. Upon the making of such modifications and redelivery to Client, Client shall have the right to test the Deliverable.
- 6. License Grant.** Subject to compliance by Client with the terms hereof, Interface Web Solutions Inc hereby grants to Client a personal, non-exclusive, non-transferable, non-resalable license to install, use, and execute the Project at the Approved Locations and on the Configuration for use (as specified in the Proposal Document and/or Statement of Work). Additional licenses will require payment of additional licensee fees to Interface Web Solutions Inc. Interface Web Solutions Inc's grant to Client does not include any right to sublicense such rights. No exclusive right of any kind is granted to Client by the terms of this Agreement, and all rights not expressly granted are reserved to original developer of said application.
- 7. Client Key Employee.** Client shall designate a Client agent ("Client Key Employee") who shall be Interface Web Solutions Inc's primary Client contact. The Client Key Employee's responsibilities shall be to facilitate information requests from Interface Web Solutions Inc. Only Project related work requests received by Interface Web Solutions Inc from the Client's designated Key Employee shall be deemed valid.
- 8. Warranties.** Interface Web Solutions Inc warrants that all Services will be performed consistent with generally accepted industry standards. This warranty shall be valid for the period of the Agreement. Client uses Interface Web Solutions Inc's Services at Client's own risk. Interface Web Solutions Inc, its officers, directors, employees, affiliates, agents, contractors, merchants, licensors and the like, do not warrant the Services will be uninterrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the Services, or as to the accuracy or reliability of any Content, Project, service, or merchandise provided through the Services. Interface Web Solutions Inc disclaims all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the services. The services are provided on an "as is, as available" basis. No warranties express or implied, including, but not by way of limitation, those of merchantability, fitness for a particular purpose or of non-infringement, are made with respect to the services or any content or software therein.
- 9. Source Code.** Upon final payment to Interface Web Solutions Inc, Client shall have the right, upon written request, to receive a copy of the source code for all Projects provided by Interface Web Solutions Inc, subject to the license grant provided in Article 10. Client shall be granted the additional license to create derivative works from such source code, but such derivative works are subject to the license restrictions provided in Article 10. In the event that Client obtains the source code and derivative works from such source code are created, the warranty provisions herein terminate.
- 10. Copyright & Intellectual Property.** Client must own or obtain the copyright or licenses to all data, files graphic logos and other materials submitted by Client to Interface Web Solutions Inc. Client grants Interface Web Solutions Inc the rights to publish and use such material. Client must obtain permission and rights to use any information or files that are copyrighted by a third party. Client is further responsible for granting Interface Web Solutions Inc permission and rights for use of the same and agrees to indemnify and hold harmless Interface Web Solutions Inc, its officers, directors, employees, affiliates, agents, contractors, merchants, licensors and the like from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. Submitting any material to Interface Web Solutions Inc that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, companies or other entities or activity that violates privacy, publicity, or other personal rights of other individuals, companies or other entities is strictly prohibited. Client is solely responsible to maintain records and proof of copyright and intellectual property ownership, including but not limited to material installed or provided by Interface Web Solutions Inc through the course of this Agreement. In the course of this Agreement, Interface Web

Solutions Inc may use source-code, designs, or other copyrightable or patentable or licensable material. These can include open-sourced, freeware, or chargeable services. Client assumes responsibility to ensure at all times the terms and conditions for using such materials is always respected and to pay all Fees involved in using such materials. All files hosted in Interface Web Solutions Inc's hosting facilities are at all times the responsibility of Client who assumes full responsibility for ensuring all Copyrights and license grants are respected.

- 11. Fees.** All Fees are in Canadian Dollars, unless otherwise stated. Client shall compensate Interface Web Solutions Inc for all Services described in the Statement of Work and the Proposal Document. Fees are based on allocated time and materials. Fees shall commence upon the date set forth in, and shall be payable thereafter in accordance with, the Agreement. Applicable taxes are in addition to the Fees. All Fees shall be paid by Client and are due upon receipt of invoice. Client shall reimburse Interface Web Solutions Inc for all reasonable out-of-pocket expenses actually incurred by Interface Web Solutions Inc in performance of the Services. Interface Web Solutions Inc will obtain approval from the client before incurring out-of-pocket expenses. Monthly service fees are due in advance each month. If Client fails to pay any amount due by the due date of the invoice, late charges of the lesser of 30% annually compounded daily or the maximum allowable under applicable law, shall also become payable by Client to Interface Web Solutions Inc. In addition, failure of Client to pay any invoiced amount within thirty (30) days after the date of the invoice shall be deemed a material breach of this Agreement, justifying Interface Web Solutions Inc's suspension of the performance of the Services, and shall be sufficient cause for termination of this Agreement by Interface Web Solutions Inc. Checks returned for insufficient funds will be assessed a return charge of \$50 and Client's account will immediately be considered to be in breach until full payment is received. Termination under this Section shall in no event relieve Client of its payment obligations under this Agreement. Client further agrees that, in the event of any termination of this agreement or the proposal by client, Interface Web Solutions Inc is hereby authorized to charge client's credit card account or other payment mechanism for any amounts owed from time to time by client to Interface Web Solutions Inc. Client agrees to pay Interface Web Solutions Inc reasonable expenses, including attorney fees and costs for collection by third-party agencies, incurred by Interface Web Solutions Inc in enforcing the terms of this Agreement.

Setup or development fee(s) must be received prior to the commencement of the monthly services (if applicable).
- 12. Indemnification.** Client shall indemnify and hold harmless Interface Web Solutions Inc (and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees) from any and all claims, losses, suits, actions, demands, proceedings (whether legal or administrative), damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) incurred by Interface Web Solutions Inc as a result of any claim, judgment, or adjudication against Interface Web Solutions Inc related to or arising from (a) any photographs, illustrations, graphics, audio clips, video clips, text, data or any other information, content, display, or material (whether written, graphic, sound, or otherwise) provided by Client to Interface Web Solutions Inc (the "Client Content"), or (b) a claim that Interface Web Solutions Inc's use of the Client Content infringes on the intellectual property rights of a third party. To qualify for such defense and payment, Interface Web Solutions Inc must: (i) give Client prompt written notice of a claim; and (ii) allow Client to control, and fully cooperate with Client in, the defense and all related negotiations.
- 13. Disclaimer of All Other Warranties.** Interface Web Solutions Inc cannot warrant that the Services will meet the Client's expectations or requirements. The entire risk as to the quality and performance is with Client. Except as otherwise specified in this agreement, Interface Web Solutions Inc provides its Services "as is" and without warranty of any kind. The parties agree that (a) the limited warranties set forth in this section are the sole and exclusive warranties provided by each party, and (b) each party disclaims all other warranties, express or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose, relating to this agreement, performance or inability to perform under this agreement, the content, and each party's computing and distribution system.
- 14. Limited Liability.** In no event shall Interface Web Solutions Inc be liable to Client for any indirect, special, exemplary or consequential damages, including any implied warranty of merchantability or fitness for a particular purpose or implied warranties arising from course of dealing or course of performance, lost profits, whether or not foreseeable or alleged to be based on breach of warranty, contract, negligence or strict liability, arising under this agreement, loss of data, or any performance under this agreement, even if such party has been advised of the possibility of such damages and notwithstanding the failure of essential purpose of any limited remedy provided herein. There shall be no refunds. Interface Web Solutions Inc makes no warranty of any kind, whether express or implied, with regard to any third party products, third party content or any software, equipment, or hardware obtained from third parties. Client agrees that no situation will ever require Interface Web Solutions Inc to distribute more funds than those that have been paid by the client for any cost associated with that client for any reason.
- 15. Confidentiality.** The parties agree not to make each other's Proprietary or Confidential Information available in any form to any third party or to use each other's Proprietary or Confidential Information for any purpose other than as specified in this Agreement. Each party's proprietary or confidential information shall remain the sole and exclusive property of that party. The parties agree that in the event of use or disclosure by the other party other than as specifically provided for in this Agreement, the non-disclosing party may be entitled to equitable relief. Notwithstanding termination or expiration of this Agreement, Interface Web Solutions Inc and Client acknowledge and agree that their obligations of confidentiality with respect to Proprietary or Confidential Information shall continue in effect for a total period of three (3) years from the effective

date. For the purposes of executing this agreement or otherwise operating its business, Client confirms that Interface Web Solutions Inc may share Proprietary or Confidential with another party only to the extent needed to execute this agreement or operate its business. Interface Web Solutions Inc shall put in place confidentiality agreements with any other parties that may receive Proprietary or Confidential Information requiring those parties to protect Client Proprietary or Confidential Information. Client agrees that domain registration information, including the personal information of the owner, will be provided to the domain registrar, which may be available publicly on the Internet.

- 16. **Force Majeure.** Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence.
- 17. **Relationship of Parties.** Interface Web Solutions Inc, in rendering performance under this Agreement, shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership.
- 18. **Credit for Work.** Unless otherwise expressly agreed upon in writing, Interface Web Solutions Inc reserves the right to claim credit for all work performed by Interface Web Solutions Inc, may at its own discretion place a "Credits" file within the Project, place a link to Interface Web Solutions Inc's website in the form of small type or a graphical logo within the Project and reference the Client Project or Services provided to Client in any of Interface Web Solutions Inc's promotional materials
- 19. **Jurisdiction/Disputes.** This Agreement shall be governed in accordance with the laws of the Province of Ontario. Client and Interface Web Solutions Inc agree to make a good-faith effort to resolve any disagreement arising out of, or in connection with, this Agreement through negotiation. Should the parties fail to resolve any such disagreement within thirty (30) days, any controversy or claim arising out of or relating to this Agreement, including, without limitation, the interpretation or breach thereof, shall be resolved by litigation in the courts of the Province of Ontario in the City of Ottawa including the federal courts therein and the Parties all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees.
- 20. **Hosting, Domain Registration, and other terms of service.** By using the services of Interface Web Solutions Inc, Client agrees to be bound by and accept the terms of service, acceptable use policies, and other conditions of use as found on <https://iws.website> for each of the services used. Interface Web Solutions Inc may be reselling the services of other providers. By using the services of other providers, Client agrees to be bound by and accept the terms of service, acceptable use policies, and other conditions of use as outlined by that provider. Client agrees that Interface Web Solutions Inc or other providers may change their terms of service, acceptable use policies, and other conditions of use without notice and continued use of the service constitutes acceptance of the change. Some of the services in Statement(s) of Work might include creating accounts, registering for services, or making purchases on behalf of Client. Client confirms that the terms of service, use, and other policies of those providers have all been read by Client and Client accepts sole responsibility for ensuring those policies are followed. Client authorizes Interface Web Solutions Inc to confirm Client acceptance of all terms of service, use, or other policies of the providers Interface Web Solutions Inc is engaged to work with on behalf of Client. All domain registrations take place under the terms and conditions of the Registration Agreement found on <https://iws.website/tos/> hereto annexed as Exhibit D as part of this Agreement.

Client Authorized Signature

Name / Title

Date

Company Name

Address

City, Province, Postal Code

Interface Web Solutions Inc Authorized Signature

Jeffrey Maher / Director

Name / Title

Date

Interface Web Solutions Inc

Company Name

1503-530 Laurier Ave West

Address

Ottawa, Ontario, K1R 7T1

City, Province, Postal Code