

MSP Master Service Agreement Terms and Conditions

Constant C Technology Group

August 21, 2025 - Version 2.22

SCOPE OF NETWORK SUPPORT AGREEMENT

Throughout this document, Constant C Incorporated (O/A Constant C Technology Group) will be referred to as “CCTG” and

The clients of Constant C Incorporated will be referred to as “Customer”.

SCOPE OF NETWORK SUPPORT AGREEMENT

Your Agreement is designed to provide the Customer with centralized, proactive monitoring and professional network support services for the identified devices in the **LOCATIONS** section in **your agreement**.

CONDITIONS OF SERVICE

The Customer’s Network is eligible for participation in CCTG’s Managed Services Program as outlined in this Agreement provided it is in good condition and CCTG’s serviceability requirements and site environmental conditions are met:

- CCTG’s representatives shall have and the Customer shall provide full access to the Network in order to affect the necessary monitoring and or supplemental services.
- CCTG reserves the right to suspend or terminate this Agreement if in its sole discretion; conditions at the service site pose a health or safety threat to any of CCTG’s representatives.

It is the responsibility of the Customer to promptly notify CCTG of any events and or incidents that could impact the services defined within this Agreement and or any supplemental service needs.

CCTG shall provide services as defined in **your Agreement** during our normal business hours unless otherwise specified in the **SPECIAL TERMS AND CONDITIONS** section in **your Agreement** and in accordance with CCTG’s Network policies then in effect.

The Customer agrees that it will inform CCTG of any modification, installation, or service performed on the network by individuals not employed by CCTG in order to assist CCTG in providing an efficient and effective network support response.

Only representatives authorized by CCTG will be eligible to access and service the Customer’s network. Any unauthorized access or service conducted on the network without the explicit consent of CCTG which results in negative network performance or issues will not be covered by the monthly plan fee as documented in **your Agreement** and will be billed according to CCTG’s labor rates as outlined in the **BILLABLE SERVICES AND RATE CARD** in this document.

The Customer authorizes CCTG to change settings, technical contact, and configuration of any domain names transferred to EasyDNS.com DNS management services that CCTG manages for the Customer.

CCTG shall be obligated to provide service only at the site(s) outlined in the **LOCATIONS** section in **your Agreement**. If the Customer desires to relocate, add, or remove locations, the Customer shall give appropriate notice to CCTG of its intention to relocate sixty (60) days in advance. CCTG reserves the right to renegotiate service terms with respect to any relocation and or addition of locations by the Customer. Such right includes the right to refuse service to network at the relocation and or new site.

The Customer acknowledges that all phone calls made to or from CCTG or its employees may be recorded for accuracy.

The Customer acknowledges that the decision for on-site support is made by CCTG staff, whether or not on-site services are included in this agreement. CCTG will service on-site when it is mandatory to do so in the event that a severe network issue has occurred. If the agreement includes on-site services for a location, CCTG will work on-site if it thinks doing so will be quicker to resolve the issue.

SERVICE LIMITATIONS

In addition to other limitations and conditions set forth in **your Agreement** the following service and support limitations are expressed:

- a) cost of consumables, replacement parts, hardware, software, Network upgrades, and associated services are outside the scope of this Agreement. CCTG will provide consultative specification, sourcing guidance, and/or Time and Material/Project offerings;
- b) any unauthorized changes made to the Network without CCTG's written consent which causes issues or failures to the Network, are beyond the responsibility of CCTG and the Customer will be billed the full cost to restore the Network to its original state;
- c) except as otherwise stated in **your Agreement** all servers, network devices, and software upgrades are outside the scope of this Agreement;
- d) manufacturer warranty parts and labor and or services are outside the scope of this Agreement;
- e) required paid-for third-party support calls are out outside the scope of this Agreement;
- f) periodic reboots for such devices as firewalls, routers, and servers are required to apply and or activate critical update patches and configuration changes. CCTG's support services within this Agreement are predicated upon the Customer's support and commitment to providing time/scheduling for Network device reboots with its staff and or users support;
- g) printer maintenance support is limited within the scope of this Agreement. CCTG will place a support call to one of our partners certified in printer repair. The Customer agrees to be invoiced for 1.5 hour per printer service call at the current services rate outlined in **your Agreement** in addition to any printer parts consumed for the non-warranty servicing of printer products;
- h) virus mitigation within the scope of this Agreement is predicated on the Customer satisfying recommended backup schemes and having appropriate Anti-Virus Software with current updates. Virus Removal and disinfection services are outlined in full detail in this document;
- i) restoration of lost data caused by systems and or hardware failure is outside the scope of this Agreement until an approved backup system from CCTG is installed unless otherwise stated in **your Agreement**;
- j) this Agreement and support services herein are contingent on the Customer's permission of CCTG to have secure remote access into the Customer's Network. Depending on the remote access solution used, additional charges may apply to the Agreement;
- k) force majeure: CCTG shall not be liable for any problems due to external causes beyond its control including, but not limited to, terrorist acts, natural catastrophe, fire, flood, or other acts of God, and/or power failure, virus propagation, payments for any reasons due to ransomware, cyber crimes related attacks and resolution and or recovery, improper shut down of servers and network and other related network systems and or services;
- l) support services required or requested outside the scope of this Agreement may not be exchanged for days or services within this Agreement. Out-of-scope support services are available and will be provided on either a Time and Material, or Project basis;
- m) on-boarding usually requires two full months to complete for most networks. Until completed our monitoring and other such services will be limited. The on-Boarding schedule will be established during a project meeting with the Customer and the on-boarding team from CCTG.

EQUIPMENT COVERED

For purposes of this Agreement, the Network shall include all locations as outlined in the **LOCATIONS** section of **your Agreement**.

Any additional critical devices added to the Network without the consent or acknowledgment of CCTG will not be honored or supported by CCTG under this Agreement.

CCTG reserves the right to renegotiate rates based on additions of locations, hardware, software, hardware support requirements, and or services as well as modify this Agreement (or any portion thereof) with a 30-day notice.

The Customer will designate a managerial-level representative to authorize all Network Support Services as outlined in **your Agreement**. Whenever possible that representative shall be present whenever a CCTG's service representative is on-site.

PURCHASE PRICE

The Customer is purchasing CCTG's Managed Services Program under this Agreement for the purchase price outlined in **your Agreement**.

CCTG reserves the right to renegotiate rates based on additions of locations, hardware, software, hardware support requirements, and/or services as well as modify this Agreement (or any portion thereof) with a 30-day notice.

Any workstations, laptops, or other Microsoft Windows-based devices connected to the Network as well as any other device additions may be automatically included in the number of connected and monitored devices, and the monthly invoice may be automatically adjusted.

Said purchase price shall be paid in monthly installments by signing the "Automated Withdraw Authorization Agreement". A Cheque for any prorated first month and full second month installment and the "Onboarding Setup Fee" are due upon execution of this Agreement. Each payment thereafter shall be due the first day of each calendar month. Services provided hereunder shall be assessed against this account as provided herein.

CHARGES FOR SERVICE

Services shall be charged against the account in accordance with the terms and conditions as outlined in **your Agreement** and the **BILLABLE SERVICES AND RATE CARD** in this document.

Any supplemental services provided by CCTG which are outside the terms of this Agreement shall be charged to the Customer as an additional charge in accordance with the terms and conditions as outlined in the **BILLABLE SERVICES AND RATE CARD** in this document. Any additional billing charges will be invoiced weekly, with payment expected within thirty (30) days, unless otherwise specified by CCTG.

The Customer shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, federal, provincial, recycling fees, or otherwise, however designated which are levied or imposed by reason of the services provided pursuant to this Agreement. Without limiting the foregoing, the Customer shall promptly pay to CCTG an amount equal to any such taxes actually paid or required to be collected or paid by CCTG.

In the event that CCTG does not receive payment from the Company by the due date, interest must be paid on any overdue amount at 2% per month and a \$100.00 fee for any automated transactions that fail to complete.

A \$25 service fee will be applied to each payment made by cheque.

CCTG reserves the right to refuse or suspend service under this Agreement in the event the Customer has failed to pay any invoice within sixty (60) days of the said invoice date, whether it is an invoice for services provided under this Agreement or any other Agreement between the parties. Services that may be suspended are not limited to the following: help desk support, access to all subscribed services, renewals of any type, e-mail, website hosting, DNS services, backup services, remote (off-site) backup and testing, anti-virus, all cyber security services or firewall services. CCTG will not suspend service if the total outstanding amount is less than \$1,000.00

WARRANTIES AND DISCLAIMERS

CCTG makes and the Customer receives no warranty, express or implied, and all warranties of merchantability and fitness for a particular purpose are expressly excluded. In no event shall CCTG or any of its directors, employees or other representatives be responsible for any special, incidental, indirect, or consequential damages of any kind including, without limitations, those resulting from loss of data, income, profit, and on any theory of liability, arising out of or in connection with the services or use thereof even if it has been advised or has knowledge of the possibility of such damages.

CCTG shall not be liable for losses resulting from third-party vendor outages, security vulnerabilities, or misconfigurations, including but not limited to cloud services, VoIP providers, backup platforms, and software vendors.

CCTG makes no guarantees regarding the completeness or timeliness of data backups unless specifically contracted for in writing. The Customer retains sole responsibility for compliance with data retention laws and industry regulations.

The Customer shall assume full responsibility for the overall effectiveness and efficiency of the operating environment in which the Network is to function. CCTG will provide guidance to the Customer to help increase the overall effectiveness and efficiency of the network. CCTG does not guarantee backups will be restorable regardless if test restores have been completed.

CCTG shall not be liable for loss, damage or data breaches resulting from events beyond its control, including but not limited to third-party failures, client misconfigurations or declined security recommendations

Client acknowledges that declining recommended security services may significantly increase the risk of cyber incidents. Client assumes all liability arising from such exclusions.

If the Customer refuses, delays, or otherwise chooses not to implement security best practices as recommended by CCTG including MFA, EDR, user training, patching, and DNS filtering CCTG shall be held harmless for any resulting breach, attack, or data loss.

CCTG is not liable for devices or services not reported to CCTG such as unauthorized cloud tools, rogue NAS boxes, etc.

CCTG may, from time to time, use AI-powered tools to assist in service delivery, threat detection, or automation. These tools are supplemental in nature and should not be relied upon as a substitute for human review. CCTG shall not be liable for any omissions, errors, or actions taken based on output from such tools.

Unless explicitly defined in a Service Level Agreement (SLA), all response and resolution times are provided on a commercially reasonable best-effort basis and are not guaranteed.

The Customer acknowledges that as part of email filtering and security monitoring, certain message metadata may be inspected or logged by CCTG or its authorized providers. Content is not reviewed unless related to a threat investigation.

CCTG shall not be responsible for supporting, securing, or maintaining any software, applications, or cloud services acquired or subscribed to by the Customer or its users commonly referred to as 'Shadow IT' and any issues arising from such use shall be the sole responsibility of the Customer.

INDEMNIFICATION

The Customer hereby agrees to indemnify and defend at its sole expense: CCTG, its employees, agents, representatives, directors, and shareholders, from and against any and all claims arising out of or based upon the Customer's use of all services, software or hardware provided or serviced hereunder, including, but not limited to, claims based on software licensing violations, copyright infringement, trademark infringement, and patent infringement. If we are found to be liable, our liability to you or to any third party is limited to the total amount pertaining to our only the Managed Service fees you paid to us under this Agreement in the month the action giving rise to the liability occurred. In addition, the Customer agrees to pay any judgment and costs associated with such a claim. This agreement is not an insurance policy. CCTG recommends the Customer engage an insurance broker and acquire an adequate Cyber insurance policy not tied to their general liability insurance.

SOCIAL MEDIA

Personal and professional use of social media by both parties, their staff, or any entity affiliated with them must not bring the other party into disrepute, compromise the effectiveness of their work, imply endorsement of personal views, or disclose confidential information. CCTG and the Customer shall reserve all rights to pursue claims of any sort that may be available for any breach that might negatively affect the work performance or reputation of CCTG and or the Customer, its owners, employees, or clients.

This provision shall survive termination of this Agreement and any other Agreements between the Customer and CCTG.

INDEPENDENT ENGAGEMENT / NON-HIRE

Because employees are one of CCTG's and the Customer's most valuable assets, policy and professional ethics require that our employees not seek employment with, or be offered employment by any of the Customer's or CCTG's employees during the course of engagement and for a period of two (2) years thereafter. Our mutual signature on the Managed Services Agreement confirms our organization's Agreement to adhere to this professional standard of conduct.

The Customer acknowledges that CCTG is involved in a highly strategic and competitive business. The Customer further acknowledges that the Customer would gain substantial benefit and that CCTG would be deprived of such benefit if the Customer were to directly hire any personnel employed by CCTG except as otherwise provided by law, the Customer shall not, without the prior written consent of CCTG, solicit the employment of CCTG personnel during the term of this Agreement and for a period of two (2) years following expiration of this Agreement.

Both parties agree that damages resulting from a breach by the other party of this provision would be impracticable to calculate and that it would be extremely difficult to ascertain the actual amount of damages. Therefore, the party that breaches this provision shall immediately pay to the other an amount equal to 100% of the employee's total annual compensation, as liquidated damages and the damaged party shall have the option to terminate this Agreement without further notice or liability to the other party. The amount of the liquidated damages reflected herein is not intended as a penalty and is reasonably calculated based on the projected costs the damaged party would incur to identify, recruit, hire, and train suitable replacements for such personnel.

TRANSFERABLE

This Agreement may be assigned by either party to any successor or assign, including, but not limited to, any entity acquiring a substantial portion of the assets or equity of the assigning party.

THIRD-PARTY SOFTWARE PRICING

The parties acknowledge certain components of the services provided under this Agreement may involve third-party software whose pricing is determined by external vendors. As such, CCTG cannot guarantee the pricing listed in Agreements for such third-party software and shall not be held liable for any changes in pricing imposed by these vendors. Any adjustments in third-party software costs will be communicated to the Client as soon as reasonably practicable.

AUTO RESUBSCRIBE

Your employees and or users cannot unsubscribe from our emails. These communications are essential for keeping you informed about important updates, service-related information, and other relevant notifications. If they do unsubscribe they will be automatically resubscribed.

NO-CHANGE WINDOW

A no-change window is a designated period during which no significant updates, changes, or modifications are made to IT systems, software, or infrastructure.

Our no-change windows is the holiday season from December 15 to January 10.

During this time, increased customer activity and year-end processes make it essential to minimize the risk of disruptions caused by system updates or changes.

Another key reason is the limited availability of external support resources during the holidays. Many external vendors operate with reduced staff and or limited hours during this time of year.

ORIGINAL EQUIPMENT PACKAGING

To submit an RMA (Request for Merchandise Return) the item being returned must have the original packaging, we suggest you retain packaging for at least 30 days, as items cannot be returned without it under any circumstances.

CONFIDENTIALITY AND SECURITY

This Confidentiality, Privacy, and Compliance portion of this Agreement is in addition to other terms and conditions set forth in any and all Agreements currently existing or hereafter created between the Customer and CCTG. This Agreement shall under no circumstances be deemed to alter any such Agreement except as specifically provided below.

Our mutual objective under this section is to provide appropriate protection for confidential information while maintaining our ability to conduct our respective business activities. We each agree that the following terms apply when either of us (the “discloser”) discloses confidential information to the other (the “recipient”) under these terms and conditions. The recipient will:

- a) use the same care and discretion to avoid disclosure, publication, or dissemination of the discloser’s confidential information as the recipient uses with its own similar information that it does not wish to disclose, publish, or disseminate; and

- b) use the discloser's confidential information only for the purpose for which it was disclosed or otherwise for the benefit of the discloser.

The recipient may disclose confidential information to the recipient's affiliates and subcontractors who provide services under these terms and conditions provided that the recipient will obtain such affiliate's or subcontractor's written Agreement to treat the confidential information in accordance with the applicable terms noted. The recipient will obtain the discloser's written consent prior to disclosing confidential information to any other entity.

Customer and CCTG will not disclose the terms of this document without the prior written consent of the other, except as permitted in this section Confidentiality and Security.

The recipient will protect confidential information as set forth in this section indefinitely following the expiration or termination of the Managed Services Agreement unless otherwise provided by applicable law without the possibility of contractual waiver or limitation.

Either party may reuse any ideas, concepts, know-how, or techniques developed, provided, or accessed in connection with the services that are related to the recipient's business activities and retained in the memories of the recipient's employees (called "knowledge"). However, this does not give the recipient the right to disclose the source of the knowledge or proprietary practices related to the Customer's business activities unrelated to information technology, except as described elsewhere in this section Confidentiality and Security.

The recipient may disclose, publish, disseminate, and use the discloser's confidential information that is:

- a) already in its possession without obligation of confidentiality;
- b) developed independently;
- c) obtained from a source other than the discloser without obligation of confidentiality;
- d) publicly available when received or thereafter becomes publicly available through no fault of the recipient; or
- e) disclosed by the discloser to another entity without obligation of confidentiality.

The recipient may disclose confidential information to the extent required by law; provided the recipient gives the discloser prompt written notice of such legally required disclosure to allow the discloser a reasonable opportunity to obtain a protective order.

CCTG will not be responsible for the security of data during transmission via public telecommunications facilities or services, during transport by courier or other means of physical transportation, and will not be responsible for the loss of or damage to Customer's records or data.

The Customer agrees that we may access your data on the Customer's machines as necessary to perform the contracted services and solely for that purpose. The Customer acknowledges that the Customer is responsible for determining the Customer's overall security requirements and defining security procedures to address those requirements. CCTG will follow security procedures defined by the Customer and provided to CCTG in writing.

The Customer also acknowledges that all information and services, consulting techniques, proposals, and documents disclosed by CCTG or which comes to its attention during the course of business and provided under this Agreement constitute valuable assets of, and confidential and/or proprietary to CCTG.

This provision shall survive termination of this Agreement and any other Agreements between the Customer and CCTG.

AGING HARDWARE & UNSUPPORTED SOFTWARE POLICY

To maintain the reliability, security, and efficiency of the IT environments we support, the following limitations apply under this agreement:

End-User Devices: Such as desktops, laptops, tablets and similar equipment that are more than five (5) years old are not covered under this agreement unless they are protected by a current and valid extended warranty from the manufacturer or a recognized third-party provider.

Server Equipment: Such as servers, NAS, SAN or similar equipment that are more than seven (7) years old is excluded from coverage, unless it is protected by a current extended warranty from either the original manufacturer or a recognized third-party warranty provider.

Network Infrastructure: Networking equipment, including but not limited to switches, firewalls, routers, access points, and wireless controllers that is more than seven (7) years old is not covered under this agreement unless covered by a valid extended warranty from the manufacturer or a recognized third-party warranty provider.

Unsupported Software: Any device regardless of age or warranty status that is running unsupported, end-of-life (EOL) or no-longer-maintained software including operating systems, firmware, or critical applications is excluded from coverage under this agreement.

Any support, troubleshooting or maintenance requested for equipment or software falling under these exclusions will be performed at our standard published hourly rates and is subject to technician availability. We reserve the right to decline service on any hardware or software that is obsolete, unsupported, insecure, or poses a risk to system stability or security.

TERMINATION RIGHT OR SUSPENSION OF SERVICE

CCTG reserves the right to immediately terminate this agreement for abuse of service, unreasonable demands, fraudulent activity, or the Customer's refusal to follow security recommendations that materially impact CCTG's ability to deliver services.

CCTG reserves the right to suspend or limit services if Customer personnel engage in harassment, threats, or abusive conduct toward CCTG staff.

INITIAL ONSITE OR "TRAVEL TO" CHARGE

For all onsite service visits within the city of Winnipeg, a flat one-hour charge will be applied per visit. This may appear on the invoice as "Travel to Call", but it is not a travel fee. Rather, it covers the general costs associated with dispatching a technician to site including:

- Time to source required parts (if needed)
- Parking and access logistics
- Scheduling and dispatch coordination

We do not charge a minimum 2- or 3-hour onsite fee as many other providers do. Instead, this flat one-hour approach ensures that billing is fair and transparent for both parties—helping clients manage costs while ensuring we can efficiently deliver onsite service when needed.

This charge is applied once per visit. For locations outside of Winnipeg, actual travel time and mileage may apply in accordance with our out-of-area service policy.

FLAT-RATE SHIPPING POLICY

To make your purchasing experience simple and predictable we charge a flat \$25 shipping fee per order regardless of the size or value of the shipment. Whether you order a \$20 mouse or 5 monitors the shipping fee remains the same.

Our goal is to break even on shipping over the course of the year not to profit from it. This flat-rate model ensures you know what to expect and can easily budget for IT purchases.

Exceptions to the flat-rate policy include:

- Rush or air shipments requested by the Customer
- Items sourced from outside of Canada (e.g., eBay, Amazon US etc)
- Oversized or heavy items (e.g., server racks, batteries etc)

In these cases, we will charge the actual shipping cost we incur.

INCIDENT RESPONSE DEVICE WIPE AND BACKUP

In the event of a security incident such as a malware infection, ransomware attack, unauthorized access or any other form of compromise where a full device wipe and reimage is recommended as a precautionary or remedial action the following flat-rate fees will apply per device:

- \$350 during standard business hours
- \$700 outside of business hours

This service includes:

- A full image-based backup of the device (where possible) prior to the wipe
- Reinstallation of the operating system and standard software
- Storage of the backup image for 90 days to support insurance claims, forensic investigations or other business requirements

If extended retention is required beyond the 90-day period, a written request must be submitted prior to the retention deadline otherwise, the image backup will be automatically and permanently deleted on day 91.

This fee applies:

- Regardless of whether the affected device is covered under an active support agreement
- Even if all recommended security tools and services have been implemented

While proactive security measures significantly reduce the likelihood of incidents they cannot eliminate risk entirely. This process and associated fee cover the time, expertise, backup software licensing and resources required for secure response and recovery.

TARIFFS

Products listed on quotes may be subject to applicable tariffs, duties, or import fees ("Fees") under current Canadian regulations. Any such Fees are the responsibility of the Customer and are not included in the pricing provided. The Client agrees that products subject to such Fees at the time of delivery will be passed on to the Customer.

INDEXING PROVISION

To account for rising operational costs and to maintain quality service delivery, the Managed Service Portion fees of this Agreement are subject to an automatic yearly increase.

On each anniversary of the Agreement's effective date (regardless of term length), the service fees will increase by:

- 5%, plus
- The annual inflation rate for Canada as published by Statistics Canada.

The official annual inflation rate can be found on the Statistics Canada website under "Annual Average CPI":

https://www.statcan.gc.ca/en/subjects-start/prices_and_price_indexes/consumer_price_indexes

This adjustment will be applied automatically to the first invoice issued after the anniversary date, unless otherwise modified in writing.

If the total applied increase to the Managed Service Portion in any given year exceeds 20%, you may elect to terminate the Managed Service portion of this Agreement with 90 days' written notice. This right only applies if the increase is actually applied to your invoice. All licensing, subscriptions, or other third-party term-based services will remain in effect and billable until the end of their respective terms.

3% PAYMENT PROCESSING SERVICE CHARGE

If the Customer elects to pay any invoice using a credit card, debit card or other payment method that incurs merchant processing fees a service charge equal to three percent (3%) of the total payment amount will be added to the invoice. This charge reflects the cost of third-party processing and is not a surcharge for the goods or services provided by the Company.

NEW LOCATION FEE

In the event the Customer establishes or adds a new business location that requires inclusion under this Agreement a flat fee of \$350 per month, per additional location will be added to the monthly recurring charges. This fee covers the management and support of the IT infrastructure at the new location unless otherwise agreed in writing.

This fee applies only to the infrastructure at the location. It does not cover wiring or cabling work, nor does it include support for new users who may be working out of the location. User additions remain subject to the terms and fees outlined elsewhere in this Agreement.

The fee will be applied beginning on the first day that the new location is brought under support and will remain in effect for as long as the location is active under this Agreement.

GENERAL PROVISIONS

Severability: If a court of competent jurisdiction determines that any terms or provision of this Agreement is invalid or unenforceable; such determination shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement, which shall continue to be given full force and effect.

Captions: The captions of the paragraphs of this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement or any of the provisions hereof.

Binding Effect: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their heirs, legal representatives, personal representatives, administrators, successors, and permitted assigns, as the case may be.

Waiver: Any failure of either party to comply with any obligation, covenant, Agreement, or condition herein may be expressly waived, but only if such waiver is in writing and signed by the other parties. Any such waiver or failure to insist upon strict compliance with such obligation, covenant, Agreement, or conditions shall not operate as a waiver of and/or set precedence with respect to any subsequent and/or other failure.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Province of Manitoba and the parties yield to the Courts of that jurisdiction.

Assignment: This Agreement and the rights and duties hereunder shall not be assignable by either party hereto except upon written consent of the other.

Force Majeure: CCTG shall not be liable for any problems due to external causes beyond its control including, but not limited to, terrorist acts, natural catastrophe, fire, flood, or other act of God, and/or power failure, virus propagation, improper shut down of the Network and related Network systems/services.

Third-party licensing, software subscriptions and prepaid services are non-refundable and remain billable until the end of their respective terms even if the Agreement is otherwise terminated.

CCTG's total liability under this Agreement, whether in contract or tort (including negligence), shall not exceed the total Managed Services fees paid in the month the cause of action arose.

A minimum monthly fee of the starting amount of the agreement applies regardless of user/device count reductions unless otherwise agreed in writing

Currency: All invoices are billed in Canadian dollars unless otherwise noted.

PROGRAM FEATURE DEFINITIONS (DEPENDING ON OPTIONS IN AGREEMENT)

Proactive Technology Management

Documentation: A company document will be created and stored in a secure manner at CCTG. This document will contain the information required to maintain your network including but not limited to usernames, passwords, and security questions.

Workstation Optimization and Performance Monitoring: Maintenance of workstation equipment to ensure reliability and continued high-quality service. Schedule the optimization of hard drive performance, clearing logs & temp files, and other check-listed maintenance items. Monitoring of the ongoing performance and disk metrics in Windows workstations.

Server Optimization and Performance Monitoring: Maintenance of server equipment to ensure reliability and continued high-quality service. Schedule the optimizing hard drive performance, clearing logs & temp files, and other check-listed maintenance items. Monitoring of the ongoing health, performance, and errors in Server class for server class OS applications and hardware components as well as errors in server-based Windows-based Operating Systems.

Virus/Spyware/Spam Management: Every server and workstation connected to the Customer's Network is required to run antivirus software, thus ensuring that if infected files are opened on the Customer's computers, the virus is identified and file access stopped, preventing further infection. Disinfection and removal of viruses, spyware, and malware will be provided.

Device Monitoring: Ensure the availability of device connectivity and the collection of error reporting from Network management protocols on qualified hardware.

Firewall Performance Monitoring: Monitor the availability and connectivity of the firewall to ensure the device is active. Monitor the health and operation of the firewall, including CPU, memory, traffic, number of simultaneous connections, and updates.

Managed Switch Monitoring: Monitor the ongoing availability and connectivity of qualified networking hardware as well as interface health, performance bandwidth, traffic, and errors of networking hardware.

Microsoft License Reporting: The License Key Inventory report allows you to review a list of discovered license keys for many Microsoft operating systems and applications. The report will also include a list of the devices that have the software installed that uses the discovered keys.

Network Printer Monitoring: On qualified printers, monitor the current status for errors, the current status of the printer cover, how many pages the printer has printed since it was first turned on (Page Count), and since it was last rebooted (Power On Count), the message displayed on the message screen of the printer, the number of configuration changes that affect the capabilities of a printer such as the addition or deletion of input/output bins, the addition or deletion of print interpreters, or modifications to the media size, the amount of paper available to a printer as a percentage of the total capacity of the printer, and the amount of toner as a percentage of the total capacity of the monitored printer.

Network Administration

CCTG Best Practices: We provide advice founded on the best industry practices. We run analytic software to review your current information systems and Network structure, and research industry trends before providing solutions. We can also provide a risk assessment that will allow you to make a decision that is best suited to your company.

Firmware Updates: Updates for all hardware related to firewalls, managed switches, wireless access points and routers.

Remote Support Services

Firewall Management: Maintain system version software and operating system of the firewall, continually manage policy and configuration changes; and coordinate necessary service outages to minimize access and security interruptions.

Helpdesk Support: Our I.T. support technicians are available to walk your staff members through most basic computer errors on the phone or via remote desktop access. You and your staff can also contact us to assist with syncing peripheral devices, managing security alerts, fixing application errors, file recovery, and more. Qualified technicians are available Monday through Friday, from 8:00 a.m. to 5:00 p.m. CST.

Printer Software Support: CCTG will remotely troubleshoot printer software and driver issues.

Workstation Support – 8 x 5: Remotely support Windows desktop workstations & troubleshoot software and or hardware issues during business hours.

Windows Server O/S Management: Patch Management (Microsoft) Patches, Feature Releases, and Hotfixes are updated on a regular basis to servers. This will be applied on Server class OS running on Server-class hardware.

Server and Network Backbone Support – 8 x 5: Remotely support Server class OS running Server class hardware and troubleshoot software and or hardware issues during business hours. Backbone support includes network switches, firewalls, routers, access points, and storage devices.

Server and Network Backbone Critical Support – 24 x 7: Remotely support Server class OS running on Server class hardware and troubleshoot software and or hardware issues that are business critical in nature on a 24 x 7 basis. Backbone support includes network switches, firewalls, routers, access points, and storage devices.

Backup Monitoring: Monitor success, failure, or errors and provide remote diagnostic and resolution services related to your backup solutions.

Patching: In general, but subject to change server patches that CCTG wishes to deploy are done during our standard maintenance window Sundays from 9 PM to 11:30 PM CST and during this time the Customer should expect possible outages. Workstation patches are applied daily at 3 AM CST.

Technology Consulting

VCIO: Virtual Chief Information Officer

Network Health Review/Planning Meetings: Regularly scheduled meetings or conference calls to review a multitude of Network health reports and use it as an opportunity to prioritize projects, plan budgets and discuss other solutions that can improve the Network. Your dedicated Business Solution Architect will sit down with you to review your past performance, recommendations, and technology checklist. You will have the opportunity to ask questions, share your input regarding your satisfaction with our service quality, discuss special projects, and explore any changes you would like to make to your Network. We are always accessible to our clients but have found that scheduling a regular meeting with a formalized agenda ensures positive communication.

On-Site Services

Workstation Support - 8 x 5: On-site support of Windows desktop workstations & troubleshooting of software and or hardware issues during business hours.

Server and Network Backbone Support – 8 x 5: On-site support of Server class OS running Server class hardware and troubleshooting software and or hardware issues during business hours. Backbone support includes network switches, wiring, firewalls, routers, access points, and storage devices.

Server and Network Backbone Critical Support – 24 x 7: On-site support of Server class OS running on Server class hardware and troubleshooting software and or hardware issues that are business critical in nature on a 24 x 7 basis. Backbone support includes network switches, wiring, firewalls, routers, access points, and storage devices.

Printer Hardware Support: CCTG will coordinate printer hardware support issues that will be provided by a CCTG partner specializing in the appropriate make and model. Parts plus a maximum 1-hour charge per incident will apply.

Other Services

Device Installations: Device installations are provided for a fixed fee defined in **your Agreement**.

MACs (Moves/Adds/Changes): Equipment relocation of any hardware will not be covered as this is not considered maintenance. Projects (including additions, major software or hardware upgrades), are typically quoted, authorized, and sold separately.

OUT OF SCOPE AND BILLABLE SERVICES

CCTG shall not be responsible to the Customer for loss of use of the Network or for any other liabilities arising from alterations, additions, adjustments or repairs which have been made to the Network other than those conducted by authorized representatives of CCTG.

For services not explicitly listed in the chart above, the Customer can assume those services will be BILLABLE and will be subject to CCTG's bill rates as specified in **your Agreement**. Possible billable and or out-of-scope services include, but are not limited to:

Major operating systems upgrade examples:

Microsoft Windows 10 to Microsoft Windows 11

Microsoft Windows Server 2022 to Microsoft Windows Server 2025

Microsoft SQL Server 2019 to 2022 or Microsoft SQL Server Express to Microsoft SQL Server Standard

- All Projects such as but not limited to Microsoft 365 and SharePoint migrations, server hardware upgrades are quoted, authorized and sold separately.
- MACs (Moves, Additions or Changes). Equipment relocation of any hardware will not be covered as this is not considered maintenance. A standard device installation fee will apply Monday to Friday 8:00 am to 5:00 pm CST. Outside regular hours, an after-hours premium will be charged.
- The domino effect of purchasing a new workstation for User A, passing the old workstation to user B, and then supplying User C with User B's workstation, and so on. Cascading beyond user A to user B is billable.
- After reasonable effort, in our sole discretion, to resolve an issue with a product or application we will engage the manufacturer's support. Products or applications that are not covered under a support Agreement from the manufacturer and require a billable support call will be invoiced to you for a value equal to their services.
- Services will be billable if the Customer didn't implement all our recommended security measures and CCTG determined those measures would have mitigated the issue.
- Services will be billable for issues if the Customer is using hardware that is no longer supported by the manufacturer or not under warranty.
- Services will be billable if the Customer does not replace a device, application or service that is known to be a repetitive failing item upon the advice of CCTG. The continued repetitive service on this item will be invoiced at CCTG's bill rates as specified in **your Agreement**.
- Phone systems (telephony) support and equipment including VoIP systems as well as surveillance systems and all hardware and software they require.
- All Meraki equipment upgrades or swap outs will be billed as T&M (time and material) and are not included in the flat \$350 device upgrade option.
- All unknown issues discovered during onboarding will be fixed and billed as T&M (time and material) and are not included in the monthly agreement.
- Legal hold requests or litigation-related assistance (eDiscovery, exporting mailboxes for legal purposes) are billable.

HELPDESK SUPPORT

CCTG will provide a 'Helpdesk' by calling 204.272.1451 as a single point of contact for Customer users to report problems or request assistance relating to the Management Services.

The Helpdesk will provide first-level support by determining the nature of the problem and either resolving it or directing it to the appropriate second-level support.

This service will be a telephone-based problem resolution service available during business hours to log issues and support your team, or at other times outside of normal business hours as outlined in **your Agreement**.

CCTG commits to responding to the Customer in a timely manner via phone, email, remote access, and or on-site services as defined in **your Agreement**.

CUSTOMER RESPONSIBILITIES

In addition to your responsibilities that may be specified elsewhere, you agree to be responsible for:

- a) designating your Customer Coordinator prior to the effective date. The Customer Coordinator is the primary Customer contact or decision-maker during onboarding and or the duration of the Agreement unless otherwise changed by the Customer;
- b) provide any required written notification to your other service providers that CCTG is providing the contracted services to you and has the authority to act on your behalf;
- c) interact and assist CCTG by performing onsite functions as requested by CCTG such as providing information and hands-on requests for call resolution; this includes both the Customer's Primary and Secondary Contacts;
- d) provide CCTG with planning information affecting capacity requirements (e.g. new applications, additional volumes, new users, changes in the distributed system physical architecture);
- e) provide for the use of CCTG sufficient amenities to allow for the provision of the services to the Customer. This includes onsite access, remote access, and contact availability during problem resolution;
- f) The Customer retains sole ownership and responsibility for all data stored on their systems and cloud platforms, including ensuring that appropriate data protection, access controls, and compliance procedures are in place, unless otherwise specified in writing;
- g) The Customer consents and will promptly obtain and provide to CCTG all required consents and pay any associated costs, fees, or charges, necessary for us to provide the contracted services described in this Agreement within reasonably designated deadlines. A "required consent" means any consents or approvals required to give us and our subcontractors the right or license to access and use the hardware and software as quantified in the Managed Services Agreement (as they may be amended from time to time in accordance with the Change Order Process), without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products. You will indemnify, defend, and hold us, our affiliates, and subcontractors harmless from and against any and all claims, losses, liabilities, and damages (including reasonable attorneys' fees and costs) arising from or in connection with any claims (including patent and copyright infringement) as a result

of your failure to provide any required consents, however, CCTG cannot consent on Customer's behalf. We will be relieved of the performance of any obligations that may be affected by your failure to promptly obtain and provide any required consents to us;

- h) where support and/or subscription contracts are required to get support from manufacturers or software developers or keep software up to date, the Customer must keep these contracts current;
- i) The Customer is solely responsible for any hardware or software it procures independently. CCTG does not warranty or guarantee performance, compatibility, or suitability of Customer-provided products unless explicitly approved in writing. Any resulting issues will be billable at standard rates;
- j) approving the purchase of all hardware including upgrades and informing CCTG of changes to the number of devices within five (5) business days.

Before Contacting the Service Desk

The **Customer should have rebooted the device first (if a laptop or desktop)** and be ready to provide the following information:

- your name and location and where and how to contact you in case of a problem;
- a description of the problem and its severity;
- any error messages and what was processing at the time the problem occurred;
- the applications and versions you're working with and any changes made recently; and
- in case of a request or question, a description of the request or question and relevant details.

REDUCED SERVICE DAYS

Reduced Service Days	Support Coverage
New Year's Day (January 1 or next weekday if it falls on a weekend)	Closed with Emergency CSC Support Only
Louis Riel Day	Closed with Emergency CSC Support Only
Good Friday	Closed with Emergency CSC Support Only
Victoria Day (Monday preceding May 25 th)	Closed with Emergency CSC Support Only
Canada Day (July 1)	Closed with Emergency CSC Support Only
August Civic Holiday	Closed with Emergency CSC Support Only
Labour Day (1 st Monday of September)	Closed with Emergency CSC Support Only
National Day for Truth and Reconciliation (30 th of September)	Closed with Emergency CSC Support Only
Canadian Thanksgiving (2 nd Monday in October)	Closed with Emergency CSC Support Only
Remembrance Day (November 11 th)	Closed with Emergency CSC Support Only
Christmas Eve (December 24 th closed at 12:00 pm)	Closed with Emergency CSC Support Only
Christmas (Dec. 25 & 26 or next weekdays if either falls on a weekend)	Closed with Emergency CSC Support Only
New Year's Eve (December 31 st) – Closed at 12:00 pm	Closed with Emergency CSC Support Only

BILLABLE SERVICES AND RATE CARD

For services (excluding Cyber Security Issues) not explicitly listed in **your Agreement** the following bill rates will apply and they may change without notice.

Time of Service	Rates
Business Hours Monday – Friday, 8:00 am – 5:00 pm CST Charged in 15-minute blocks	\$150 per hour with a service agreement \$225 per hour without
After Hours Monday – Friday, 5:00 pm – 8:00 am CST Saturday and Sunday 12:00 am – 12:00 pm CST Minimum 1-hour charge	\$225 per hour with a service agreement \$350 per hour without
Holidays (Reduced Service Days – Appendix D) Minimum 1-hour charge	\$225 per hour with a service agreement \$350 per hour without

CYBER SECURITY SUPPORT

If Microsoft Multi-Factor Authentication (MFA), Two Factor Authentication (for network, VPN, and RDP access), Security Awareness Training, and Cyber Detection and Remediation support are in place and supplied by CCTG for all Customer employees and devices cyber security support is included in your monthly agreement. If any of those items are missing Cyber Security Support is not included in your agreement and will be charged hourly at the rates above. CCTG is not responsible and will not pay any amount requested due to ransomware or other type of cyber attack.

EMERGENCY SUPPORT

Emergency Support Services are available as outlined in **your Agreement**. Should the Customer detect an issue with a service or device outside standard business hours please refer to **your Agreement** to review entitlements.

ESCALATION AND DISPUTE RESOLUTION

The parties use their best efforts to establish normal day-to-day communication within and between their respective businesses.

CCTG's shall meet regularly with the Customer in order to review the priorities established by the Customer and CCTG.

Any dispute between the parties with respect to the interpretation of any provision of **your Agreement** or this document or with respect to the performance by either party or with respect to any other matter which is specified in this document or **your Agreement** will follow the **ESCALATION AND DISPUTE RESOLUTION** process.

- a) Upon written request of either party, the CCTG Services Manager and the Customer's Primary or Secondary Contact (collectively the "Coordinators") will meet for the purpose of endeavoring to resolve such dispute.
- b) The Coordinators will meet as often as necessary to gather and furnish to each other all information with respect to the matter in issue that is appropriate and relevant in connection with its resolution. The Coordinators will discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding relating thereto. During the course of such negotiation, all reasonable requests made by either party to the other for non-privileged information, reasonably related to these terms and conditions, will be honored in order that each of us may be fully advised of the other's position. The specific format for such discussions will be left to the discretion of the Coordinators but may include the preparation of agreed-upon statements of fact or written statements of position furnished to the other party.
- c) If the Coordinators cannot resolve the dispute within five (5) business days or such further time frame as is mutually agreeable to the Coordinators, the dispute will be referred to CCTG and the Customer's Executives for their review and resolution. The Executives will communicate with each other within five (10) business days of the referral by the Coordinators for the purpose of resolving the dispute.

Neither party will initiate formal proceedings for the resolution of such dispute until the earlier of:

- a) the Executives' joint written conclusion that amicable resolution through continued negotiation is unlikely;
- b) sixty (60) days after the written referral to such Executives was made; or
- c) thirty (30) days before the limitations period governing any such cause of action relating to such dispute would expire.

To the extent not prohibited by applicable law, the parties agree that written or oral statements or offers of settlement made in the course of the dispute resolution process set forth in this section:

- a) will be confidential information;
- b) will not be offered into evidence, disclosed, or used for any purpose other than the dispute resolution process; and
- c) will not constitute an admission or waiver of rights.