

## MASTER SERVICES AGREEMENT

This master services agreement (the "**Agreement**") sets out the general terms and conditions governing the provision of services by ITI INC., a legal person duly incorporated under the Companies Act, having its head office at 218-1560 rue du Chinook, Quebec City, Quebec G2K 0M7 ("ITI"), to any client that retains or uses ITI's services (the "**Client**").

This Agreement comes into effect upon its publication on ITI's website and applies to all services provided by ITI to the Client, unless the Parties have entered into a separate written agreement.

ITI and the Client are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".

### 1. **PURPOSE AND STRUCTURE OF THE AGREEMENT**

- 1.1. Purpose. This Agreement governs the provision by ITI of information technology services to the Client. The applicable services and deliverables are described in one or more statements of work (each, a "**SOW**") signed by the Parties and attached to this Agreement.
- 1.2. Statement of Work. Each SOW specifies, among other things, the scope of the services, the deliverables, the schedule, the assumptions, the acceptance criteria, the pricing and any applicable special conditions (the "**Services**" and the "**Deliverables**").
- 1.3. Conflict and order of precedence. In the event of a conflict between the terms and conditions of this Agreement and those of a SOW, this Agreement shall prevail, unless the SOW expressly states the Parties' intention to amend the provisions of this Agreement with respect to that SOW.

### 2. **SERVICES**

- 2.1. Performance by ITI. ITI shall provide the Services and Deliverables described in each SOW in accordance with the terms of this Agreement.
- 2.2. Service levels and support. If the SOW provides for support, maintenance or managed services, the service levels (SLA), maintenance windows and escalation procedures shall be described in that SOW or in an appendix.
- 2.3. Project management. ITI shall implement minimum governance (e.g., progress meetings, risk tracking, planning), as provided in each SOW, where required.
- 2.4. Subcontracting. ITI may subcontract all or part of the Services to subcontractors of its choice (the "**Subcontractors**"). ITI shall remain responsible for the performance of the Services and for the acts or omissions of its subcontractors.
- 2.5. Third-party products and services. ITI shall identify in the SOW any third-party product or service that the Client is authorized to use in connection with the Services (including software, platforms, cloud services, APIs or components). Such

third-party products and services are provided subject to the terms, conditions and warranties of the applicable third party, as set out in Section 14. ITI gives no warranty and assumes no liability with respect to third-party products and services.

### **3. CLIENT OBLIGATIONS**

- 3.1. Cooperation. The Client shall timely provide the information, content, access, decisions and approvals required to enable ITI to perform the Services. The Client shall cooperate in good faith in order to avoid any delay.
- 3.2. Client environment. Unless otherwise specified in a Statement of Work, the Client is responsible for its environments (infrastructure, systems, accounts, settings, access and security) and for its operational decisions. The Client shall ensure that its environments are available and suitable for the performance of the Services and shall put in place the necessary access rights and authorizations.
- 3.3. Point of contact. The Client shall designate a primary contact person authorized to communicate with ITI, answer questions, provide instructions, make required decisions and approve deliverables when necessary.

### **4. TIMELINES, DEPENDENCIES AND ASSUMPTIONS**

- 4.1. Timelines and delivery. The timelines and delivery dates set out in the SOW are based on the assumptions and dependencies identified therein, including the availability of access, data, Client resources (internal teams) and third-party vendors.
- 4.2. Delay. If an assumption is not met or a dependency is not satisfied, ITI shall not be responsible for any resulting delay. The Parties shall then adjust, as needed, the schedule and any delivery date.
- 4.3. Additional costs. Any delay attributable to the Client may result in additional fees (e.g., wait time, rework, rescheduling or project extension), in accordance with the applicable SOW or any written agreement between the Parties, including through a change request or an update to the SOW.

### **5. PRICING, INVOICING AND PAYMENT**

- 5.1. Price. The fees payable by the Client are those indicated in the applicable SOW. Unless otherwise stated in the SOW, rates and prices are in Canadian dollars.
- 5.2. Hourly rates. The hourly rates for resources are specified in the SOW. ITI may adjust them; any revised rate shall apply only as of its effective date.
- 5.3. Expenses. Reimbursable expenses (e.g., travel, accommodation, meals) must be pre-approved in writing by the Client. They shall be invoiced at actual cost upon presentation of supporting documentation, unless otherwise provided in the SOW.

- 5.4. Invoicing. ITI shall invoice in accordance with the schedule provided in the SOW. Each invoice shall present a reasonable level of detail regarding the Services and Deliverables provided, other applicable expenses, and any taxes payable.
- 5.5. Payment terms. Unless otherwise stated in the SOW, invoices are payable within thirty (30) days of receipt of an invoice.
- 5.6. Adjustment of third-party fees. If a third-party vendor increases the fees charged to ITI for products or services required to provide the Services (the "**Third-Party Fees**"), ITI may adjust the amounts invoiced to the Client only to the extent necessary to reflect the increase in such Third-Party Fees.
- 5.7. Invoice dispute. The Client may dispute an invoice (or any part thereof) by notifying ITI in writing within fifteen (15) days of the invoice date, explaining the reasons for the dispute.

The Client must pay the undisputed portion of the invoice when due. The disputed portion shall not be considered overdue while the Parties are attempting in good faith to resolve the matter.

If the dispute is accepted, ITI shall correct the invoice or issue a credit. If the dispute is rejected, the Client shall pay the disputed amount within ten (10) days following ITI's written notice.

- 5.8. Non-payment. If the Client fails to pay an amount due when payable (and such amount is not disputed in accordance with the clause above), ITI shall send a written notice of default.

If payment is not made within five (5) days following such notice, ITI may: (i) suspend the Services until full payment is made; and/or (ii) terminate the Agreement and any SOW if the default continues.

The Client must continue to pay undisputed amounts in order to avoid suspension of the Services.

- 5.9. Interest. Any amount unpaid when due shall bear interest at the rate of 12% per year, retroactive to the date of the invoice.

## **6. DELIVERABLES, ACCEPTANCE AND WARRANTY**

- 6.1. Acceptance criteria. The Deliverables are subject to the acceptance criteria defined in each SOW, where applicable.
- 6.2. Acceptance procedure. At the end of the Services, the Client shall have ten (10) business days (or any other period set out in the SOW) to (i) confirm acceptance in writing; or (ii) reject in writing, describing in sufficient detail the non-conformities identified.
- 6.3. Correction. In the event of a duly substantiated non-conformity, ITI shall correct it within a reasonable time and resubmit the Deliverables to the acceptance process.

- 6.4. Deemed acceptance. If the Client does not issue written notice of acceptance or rejection within the prescribed period, the Deliverables shall be deemed accepted.
- 6.5. Service warranty. ITI warrants that the Services shall be provided with professionalism and diligence, in accordance with recognized industry practices, the SOW, and applicable laws.

## 7. **INTELLECTUAL PROPERTY**

- 7.1. Pre-existing rights. ITI shall remain the owner of all intellectual property rights in the tools, software, documents, methods, know-how and other items that it developed, created or acquired before this Agreement, or that it develops independently of the Services (the "**Pre-Existing Rights**"). ITI confirms that it holds the rights necessary to such Pre-Existing Rights and that their use does not infringe any third-party rights.
- 7.2. Specific deliverables - Assignment or licence. Subject to full payment of the fees, deliverables created specifically for the Client in connection with the Services (the "**Deliverables**"), excluding any pre-existing IP, shall either be assigned to the Client or licensed to the Client.

Assignment. Where the Deliverables are intended to be used and controlled exclusively by the Client, ITI hereby assigns to the Client all of its rights, title and interest in and to such Deliverables, worldwide and for the full legal term of protection. This assignment does not include ITI's pre-existing IP or third-party elements.

Licence. Where the Deliverables are provided without transfer of ownership (for example: configurations, developments or reusable components), ITI shall retain ownership of such Deliverables and of its pre-existing IP.

However, ITI grants the Client a non-exclusive, worldwide, perpetual, irrevocable and royalty-free licence, to the extent necessary to use, execute, maintain and operate the Deliverables during its activities. This licence does not transfer any ownership rights in ITI's Pre-Existing Rights.

## 8. **CONFIDENTIALITY AND SECURITY**

- 8.1. Confidential Information. For the purposes of this Agreement, "**Confidential Information**" means all non-public information of ITI, its affiliates or its clients to which the Supplier has access in connection with this Agreement or any statement of work, regardless of its form, including, without limitation, business, strategic, financial, technical and commercial information and personal information, whether identified as confidential or that should reasonably be considered confidential given its nature or the circumstances.
- 8.2. Protection and security measures. Each Party shall protect the Confidential Information covered by this Agreement with reasonable care and at least with the same level of protection that it affords to its own confidential information of a similar nature. The Supplier shall also implement reasonable security measures

appropriate to the sensitivity of the Confidential Information to which it has access and to the nature of the Services provided.

- 8.3. Use. Confidential Information may be used only to the extent necessary for the performance of this Agreement and the Services. The Supplier may not make any other use of the Confidential Information of ITI, its affiliates or its clients without the prior written authorization of ITI or its client.
- 8.4. Authorized disclosure. Confidential Information may be disclosed only to persons who need to know it for the performance of this Agreement and the Services, provided that such persons are bound by confidentiality obligations at least equivalent to those set out herein. Each Party shall remain responsible for any breach by such persons.
- 8.5. Return or destruction. Upon written request, each Party shall return or destroy the Confidential Information received, including any copies, and confirm in writing that it has done so, subject to any retention required by law or regulatory obligations.
- 8.6. Notification and incident management. The Supplier shall notify ITI and its client without delay of any confidentiality or security incident affecting the Confidential Information. It shall also fully cooperate with ITI and, where applicable, with its client, in order to limit the impact of the incident and comply with applicable legal requirements.
- 8.7. Personal Information. If the Services involve the processing of the Client's personal information, the Parties agree to put in place adequate written commitments in compliance with applicable personal information protection laws.
- 8.8. ITI client policies and procedures. The Supplier undertakes to comply with the security requirements of ITI's client, if they are communicated to it in writing and in advance, that they are reasonable, compliant with applicable laws and relevant to the Services provided.

The Supplier also undertakes to ensure that its personnel, agents and any subcontractors comply with these security requirements in performing their duties.

## **9. WARRANTIES**

- 9.1. Warranty disclaimer. Except as expressly stated, the Services and any Deliverable are provided "as is" and "as available." ITI makes no other warranty, express or implied, including any warranty of merchantability, fitness for a particular purpose, non-infringement, absence of errors or interruptions, or any warranty of specific results.

Without limiting the foregoing, ITI does not warrant that the Services shall be free from defects, nor that the Services or Deliverables shall meet all of the Client's needs. Any warranties for third-party products or services, if any, are those offered by such third parties.

## **10. INDEMNIFICATION**

- 10.1. Each Party shall indemnify the other Party, its affiliates and their directors, officers, employees and representatives against any third-party claim, as well as any related loss, liability, damage, cost or expense, including reasonable legal fees, to the extent that such claim arises from: (i) that Party's infringement of a third party's intellectual property rights through the services, deliverables, documents, materials or other items it provides under the Agreement; (ii) that Party's breach of its confidentiality and security obligations or of applicable personal information protection laws; or (iii) that Party's gross fault, gross negligence or violation of applicable laws.

The Party seeking indemnification shall notify the other Party within a reasonable time after becoming aware of the claim. The indemnifying Party shall assume control of the defense and any settlement of the claim, subject to the indemnified Party's right to participate in the defense at its own expense. No settlement may be entered into without the indemnified Party's consent if it involves an admission of fault on its part, imposes an obligation on it, or does not provide for its full release from the claim.

## **11. LIMITATION OF LIABILITY**

- 11.1. Limitation of liability. Except for liability arising from infringement of intellectual property rights, and except for the Client's obligation to pay ITI any amount due under this Agreement, a Party's total liability to the other (whether in contract, extra-contractual/tort, including negligence, or otherwise) shall be limited to an amount equal to the sums actually paid to the other Party during the twelve (12) months preceding the event giving rise to the claim.
- 11.2. Exclusion of indirect damages. To the extent permitted by applicable law, ITI shall not be liable for any indirect, consequential, special, punitive or exemplary damages, including without limitation loss of profits, loss of revenue, loss of business opportunities, loss of clientele, business interruption, loss or alteration of data, or replacement costs, even if the Parties were advised of the possibility of such damages.

## **12. TERM AND TERMINATION**

- 12.1. Term. The Agreement shall come into force on the Effective Date and shall remain in force for an initial term of one (1) year (the "**Initial Term**"). Upon expiry of the Initial Term, the Agreement shall automatically renew for successive periods of one (1) year (each a "**Renewal Term**"), unless either Party notifies the other in writing of its intention not to renew at least ninety (90) days before the end of the Initial Term or the then-current Renewal Term, or unless terminated in accordance with this Agreement.
- 12.2. Termination for cause. Each Party may terminate this Agreement, in whole or in part, by written notice to the other Party if (i) the other Party commits a material breach

of the Agreement and fails to cure such breach within fifteen (15) business days following receipt of a written notice describing the breaches; or (ii) the other Party becomes insolvent, seeks protection under bankruptcy laws, becomes subject to the appointment of a receiver, trustee or administrator, or otherwise sells/transfers all or substantially all of its assets.

- 12.3. Effect of termination. In the event of termination, the Client shall pay ITI for (i) the Services provided up to the effective date of termination, and (ii) any reasonable costs already incurred and non-cancellable in connection with the Agreement or any SOW, as applicable.

### **13. THIRD-PARTY AGREEMENTS**

- 13.1. Applicable terms. The Client acknowledges that certain Services may include products or services provided by third parties and resold or integrated by ITI (the "**Ancillary Agreements**"). Such products or services are subject to the terms of the relevant third-party provider. The Client understands that ITI's ability to provide these Services depends on the Client accepting and complying with the applicable Ancillary Agreements. The Client therefore undertakes to comply with such Ancillary Agreements, which form an integral part of this Agreement as if reproduced herein.

The Ancillary Agreements are available in the "Legal" section of ITI's website. The Client acknowledges having reviewed them and undertakes to review them from time to time and comply with any applicable updates.

### **14. NON-SOLICITATION OF PERSONNEL**

- 14.1. During the term of this Agreement and for twelve (12) months after its end, neither Party shall solicit or attempt to hire directly any employee of the other Party with whom it has had dealings or who participated in the Services (including any SOW, as applicable).

This restriction does not apply to unsolicited applications, general non-targeted job postings, or recruitment through an agency without targeting the other Party's personnel. In the event of non-compliance, reasonable compensation may apply.

### **15. FORCE MAJEURE**

- 15.1. Neither Party shall be responsible for any delay or failure caused by an event beyond its reasonable control (force majeure), such as a natural disaster, major outage, strike, war, pandemic, governmental act or cyberattack.

The affected Party shall notify the other Party as soon as possible and shall make reasonable efforts to limit the impacts and resume performance.

If the force majeure event lasts more than sixty (60) days, either Party may terminate the affected portion of the Services by written notice. The Client shall pay ITI for the

Services provided and the reasonable costs already incurred prior to termination and that cannot be cancelled.

**16. GENERAL PROVISIONS**

- 16.1. Notice by email. Any notice required or permitted under this Agreement shall be given in writing and may be sent by email.

Notices must be sent to the following email addresses (or any other address communicated in writing):

For ITI: legal@iti.ca

- 16.2. Assignment. Neither Party may assign this Agreement without the other Party's written consent.

However, a Party may assign the Agreement, without consent, to an Affiliate or in connection with a merger or the sale of all or substantially all of its assets, provided that it notifies the other Party and that the new holder agrees in writing to be bound by the Agreement.

Any assignment not made in accordance herewith shall be null and void.

- 16.3. Independent contractors. The Parties act as independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, employment or representative relationship between them. Neither Party has authority to bind the other.

- 16.4. Entire Agreement. This Agreement and any SOW constitute the entire agreement between the Parties and replace any prior agreement, discussion or representation on the same subject matter. Any amendment must be made in writing and signed by the Parties.

- 16.5. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall remain in force. The invalid provision shall be replaced, to the extent possible, by a valid provision that best reflects the intent of the Parties.

- 16.6. Dispute resolution and competent courts. In the event of a dispute related to this Agreement, the Parties shall first attempt to resolve it in good faith through escalation between their respective representatives.

If the dispute is not resolved within a reasonable time, either Party may bring the dispute before the competent courts of Quebec, which shall have exclusive jurisdiction.

**AS A RESULT**, this Agreement comes into effect upon its publication on ITI's website. By retaining or using ITI's services, the Client acknowledges having read, understood and agreed to be bound by its terms and conditions.