



## Terms & Conditions 2025



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## Terms and Conditions

### WHEREAS:

- (A) Service Provider carries on the business as an Information Technology (IT) service and solution provider, and as such, provides managed services, network design, security, systems management support, and business application development & integration expertise; and
- (B) Principal and Service Provider wish to establish an arrangement whereby Service Provider provides various products and/or services to Principal;

**NOW THEREFORE** in consideration of the recitals, the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

### Article 1: Interpretation

#### 1.1 Definitions

In this Agreement, the following terms have the following meanings:

- a) "Affiliate" when used in reference to a Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with the specified said Person.
- b) "Agreement", "hereof", "herein", "hereto", "hereby", "hereunder" and similar expressions mean this Services Agreement, including its Schedules; and "section" followed by a number means and refers to the specified section of this Agreement.
- c) "Compensation" has the meaning given to it in section 0.
- d) "Confidential Information" means all information disclosed to or acquired by Service Provider which relates to Principal and/or its Affiliates' past, present and future research, developments, systems, operations and business activities, including, without limiting the generality of the foregoing, (i) all items and documents prepared for, or submitted to, Principal in connection with this Agreement and the provision of the Services; (ii) all information specifically designated by Principal as confidential; and (iii) the terms and conditions of this Agreement, but shall not include any information which was known to Service Provider prior to the date of this Agreement, or which was publicly disclosed otherwise than by breach of this Agreement.
- e) "Intellectual Property" means all domestic and foreign inventions, patents, trade names, service marks, trademarks and logos, emblems, indicia of origin, trade dress and get-up, copyrights, industrial designs, business names, certification marks, distinguishing guises, business styles and other intellectual property, whether or not registered, that are owned by or licensed to Principal or any of its Affiliates, and all applications in respect thereof.
- f) (f) "Non-Engagement Plan" means that mutually agreed plan for uninterrupted transition of Services activities and responsibilities from Service Provider to a third party or Principal's in house resources when this Agreement expires or is terminated, such plan to be proposed and negotiated in good faith for agreement as set out in section 8.5.
- g) "Person" means any individual, partnership, limited partnership, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted.  
"Schedules" means collectively (and each a "Schedule") the attachments hereto styled as Schedule "A" Services and Fees, and Schedule "B" Principal Contacts for the Principal, each of which forms a part of this Agreement.
- h) "Services" means the assistance and services to be provided by Service Provider to Principal under this Agreement, as more particularly described in Schedule "A" hereto.
- i) "Term" means the term of this Agreement set out in section 0.

#### 1.2 Severability

If any section of this Agreement or any portion thereof is determined to be unenforceable or invalid by the decision of any court of competent jurisdiction, which determination is not appealed or appealable, for any reason whatsoever, such unenforceability or invalidity shall not invalidate the whole Agreement, but the Agreement shall be construed as if it did not contain the particular provision held to be invalid and the rights and obligations of the parties shall be construed and enforced accordingly.

### **1.3 Extended Meanings**

Words importing the singular number include the plural and vice versa and words importing gender include all genders.

### **1.4 Interpretation not Affected by Headings**

The division of this Agreement into paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

## **Article 2: Performance of Services**

### **2.1 Services**

Subject to the terms and conditions contained in this Agreement, Service Provider agrees to provide the Services to Principal. Service Provider covenants and agrees that it will perform the Services in a competent, professional and first class manner, in good faith with a view to the best interests of Principal; furthermore, to the extent that Service Provider cannot guarantee the products, services, or solutions of third-party service providers, Service Provider shall make reasonable efforts to ensure that such third-party services, solutions and software will perform compatibly with those provided Principal by Service Provider.

### **2.2 Compliance with Policies**

In performing the Services, Service Provider covenants that it will, at all times, strictly adhere to and comply with all reasonable policies and procedures of Principal.

### **2.3 Business Ethics**

Service Provider reserves the right to refuse to perform any service requests or actions requested by Principal or implied by this agreement that are perceived to be unethical, immoral or illegal.

### **2.4 Non-Exclusivity**

Principal acknowledges that the agreement to provide the Services is on a non-exclusive basis and that nothing contained in this Agreement will restrict Service Provider from carrying out or providing, directly or indirectly, services to any third party.

## **Article 3: Remuneration for Services**

### **3.1 Remuneration of Service Provider**

- a) In consideration for the performance of the Services, Principal shall pay to Service Provider the fees set out in this Agreement hereto (the "Compensation") which shall be invoiced by Service Provider to Principal on a monthly basis. The Compensation shall be paid by Principal within thirty (30) days following receipt of such invoice.
- b) Absent manifest error, Principal shall pay Service Provider's invoices for the Services without holdback, offset, or delay, including any disputed amounts thereof; provided that Principal may protest disputed amounts within thirty (30) days of payment and the dispute regarding such disputed payment will be addressed between the parties as set out in section 8.4 respecting Dispute Resolution.
- c) Service Provider shall provide Principal, no less than 30 days prior to any Extension of the Agreement, any proposed modification in pricing and fees.
- d) Per Diem services can be arranged on any schedule requested by Principal and such schedule can vary month to month depending on workload and any upcoming business changes.
- e) IT Projects will be billed under a Time and Materials model or quoted with specific labor costs as per each project to be cost approved by Principal before beginning any project. Part of project quotes and proposals will include any resulting changes to the month Managed Service billing requirements.

### **3.2 Reimbursement for Expenses**

Principal shall reimburse Service Provider for any reasonable out-of-pocket expenses incurred by Service Provider on behalf of Principal in connection with the performance of the Services, provided that Service Provider provides Principal with receipts or other evidence of payment satisfactory to Principal.

### **3.3 Taxation**

All amounts payable by Principal to Service Provider on the Services are exclusive of federal, provincial, state, sales, goods and services, value added, duty or other taxes now or hereafter levied or imposed thereon. All taxes included in an invoice submitted to Principal by Service Provider shall be listed as a separate line item. All other

taxes, including personal property taxes, taxes based on Service Provider' income shall be borne by Service Provider.

#### **Article 4: Confidentiality**

##### **4.1 Non-Disclosure of Confidential Information**

Service Provider acknowledges that pursuant to the performance of its obligations under this Agreement, it may acquire Confidential Information. Service Provider covenants and agrees, during the Term, and thereafter, to hold and maintain all Confidential Information in trust and confidence for Principal and not to use Confidential Information other than for the benefit of Principal. Except as authorized in writing by Principal, Service Provider covenants and agrees not to disclose any Confidential Information, by publication or otherwise, to any person other than those persons whose services are contemplated for the purposes of carrying out this Agreement, and provided always that such persons agree in writing to be bound by, and comply with the provisions of this paragraph.

##### **4.2 Agreement with Service Provider Personnel**

Service Provider will have an appropriate agreement with each of its employees or others whose services it may require, which agreement shall be sufficient to enable it to comply with all the terms of this Agreement, including without limitation those terms of this Agreement pertaining to Confidential Information.

##### **4.3 Permitted Disclosure**

Notwithstanding the foregoing, Service Provider may not disclose such Confidential Information to a government, regulatory or judicial agency except as may be required by law. Where any such disclosure is required, Service Provider will inform the Principal of the contents of the disclosure proposed to be made and will use reasonable commercial efforts to obtain Principal's approval for the disclosure, which approval may not be unreasonably withheld.

##### **4.4 Safekeeping of Confidential Information**

Service Provider covenants and agrees that it will take reasonable steps and precautions to adequately safeguard and protect all materials and other documents which may contain Confidential Information against theft, damage or access by unauthorized persons; for avoidance of doubt, Service Provider will safeguard Principal's Confidential Information from unauthorized access or disclosure by measures at least as strict as those by which it safeguards its own confidential and proprietary information.

##### **4.5 Equitable Remedy**

Service Provider agrees that because it would be difficult to measure damage to Principal from any breach by Service Provider of the covenants and agreements of Service Provider set forth in this O, and money damages may be inadequate remedy for such breach, Principal shall be entitled, in addition to and without prejudice to all other remedies it may have, to an injunction or other appropriate order to restrain any continuation of such breach or threatened breach without showing or proving any actual damage sustained by Principal.

#### **Article 5: Intellectual Property**

##### **5.1 Ownership of Intellectual Property**

Service Provider acknowledges the validity and ownership of the Intellectual Property and agrees that the Intellectual Property is and shall remain the property of Principal or the persons from whom Principal has licensed the Intellectual Property.

##### **5.2 No Infringement**

Service Provider shall not in any way do anything to infringe upon, harm or contest the validity of the Intellectual Property. Service Provider shall promptly notify Principal of any and all infringements, imitations, illegal use or misuse, of the Intellectual Property which comes to Service Provider' attention.

##### **5.3 Use of Intellectual Property**

Service Provider agrees not to register or use any of the Intellectual Property, or any trademarks or trade names which are the same as or confusingly similar to the Intellectual Property, except as specifically permitted by this Agreement in connection with the performance of the Services. This obligation shall survive the termination of this Agreement.

#### **5.4 No Promotional Use of Intellectual Property**

Notwithstanding any other provision of this Agreement, Service Provider shall have no right to use the Intellectual Property or to refer to this Agreement or the Services, directly or indirectly, in connection with any product, service, promotion or publication without the prior written approval of Principal.

#### **5.5 Intellectual Property Pertaining to Software Code or Scripts**

The intellectual property and ownership rights of any computer software, code, programs, applications or scripts (or similar coding tools) created and written by Service Provider to complete service requirements and perform the Services shall remain with the Service Provider; provided that in providing such the Service Provider grants to Principal a royalty-free non-transferable perpetual license to the use of such software, code, programs, applications or scripts.

#### **5.6 Custom Proprietary Software Code or Scripts**

Any custom proprietary computer software, code, programs, applications or scripts (or similar coding tools) created and written by Service Provider on behalf of the Principal, will remain the intellectual property of the Principal and Service Provider will have no ownership of the software. The Service Provider agrees not to sell, lease or share any of this custom software without the express written consent of the Principal. Any pre-existing methodologies, development tools and procedures belonging to the Service Provider and used in the creation of the custom software shall remain the property of the Service Provider.

### **Article 6: Information, Audit, Inspection**

#### **6.1 Obligation to Inform**

Principal and Service Provider shall keep each other informed of all pertinent matters affecting the operation of this Agreement. Service Provider will further undertake to keep all such accounts and records as will be necessary to perform the Services and shall allow access thereto and copies thereof to be made by Principal on reasonable notice.

#### **6.2 Record Retention and Inspection**

Service Provider shall keep thorough and accurate books and records relating to the performance of the Services, in accordance with, and for the periods required by, all applicable standards and requirements of governmental authorities, and shall (i) allow Principal and/or its representative(s) access to Service Provider's premises at all reasonable times, and from time to time, for the purposes of inspecting the same; and (ii) provide copies of all such books and records to Principal forthwith upon request.

#### **6.3 Access to Distribution Facility**

Principal and its designated representatives shall have access to the Service Provider's premises at all reasonable times, and from time to time, for the purposes of (i) inspecting the books and records of the Service Provider to the extent that they relate to the performance of the Services; and (ii) observing the manner in which and the methods and standards by which the Services are being performed.

### **Article 7: Liability**

#### **7.1 Limitation of Liability**

- a) Subject always to sections 4.5, 7.2 and 7.3, each party's entire liability and exclusive remedy for damages resulting from performance or non-performance under this Agreement will be recovery of actual direct damages not to exceed \$10,000 (ten thousand dollars) from any cause whatsoever and regardless of the form of action, whether based on contract or tort, including negligence.
- b) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR LOST PROFITS, NOR FOR SPECIAL, CONSEQUENTIAL REMOTE, PUNITIVE, EXEMPLARY OR DUPLICATIVE DAMAGES; NOR FOR LOST BUSINESS REVENUE, FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS OR OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, REGARDLESS, WHETHER SUCH LOSS WAS FORESEEABLE, NOR FOR INDIRECT DAMAGES OF ANY KIND.

#### **7.2 Willful and Intentional**

The limitations on monetary recovery for damages set out in Section 7.1 (a) above shall not apply to a monetary judgment award entered by a court of competent jurisdiction which finds that a party acted willfully or intentionally to cause the damages for which such award is made, including without limitation a parties' failure to comply in good faith with the sections of this Agreement respecting Dispute Resolution and Non-Engagement Plan.

### **7.3 Infringement Defense and Indemnity**

Notwithstanding the limitations of liability set out above in 7.1, Service Provider shall defend and indemnify Principal for any damages and expenditures incurred or imposed upon Principal arising out of and in connection with any third-party claim alleging patent infringement or misappropriation of proprietary information, or similar action, where the patent or proprietary information or similar subject matter of the claim pertains to services and/or products provided by Service Provider.

## **Article 8: Term and Termination, Non-Engagement Plan**

### **8.1 Term**

Subject to earlier termination in accordance with its terms, this Agreement will commence on the date this Agreement is signed and shall remain in effect for a period of one (1) year (the "Term"), at which time the contract will automatically renew for a period of another year under the circumstances outlined in this document or with mutually agreed upon modifications. If either party wishes to not renew this Agreement, they must do so by giving written notice of termination to the other party not less than 90 days prior to the end of the initial Term or any renewal of the Term.

### **8.2 Termination:**

#### **a) Insolvency**

Either party may terminate this Agreement immediately by written notice to the other party (the "Defaulting Party") upon the Defaulting Party being adjudged bankrupt or filing a voluntary petition in bankruptcy or similar legislation for the relief of debtors, or making an assignment for the benefit of creditors generally, or upon any proceedings for dissolution or liquidation being commenced (except for purposes of amalgamation or reconstruction) or upon a receiver, manager or receiver-manager being appointed in respect of its undertaking or all or a substantial part of its assets, which proceedings or whose appointment is not vacated or discharged within thirty (30) days.

#### **b) Extended Force Majeure**

This Agreement may be terminated earlier than its natural expiry per the terms of section 9.9 (c) respecting extended Force Majeure.

#### **c) Early Termination with Notice**

Either party may, subject to all other terms and conditions of this Agreement, terminate this Agreement before its expiry and without cause upon no less than 120 days written notice to the other party.

#### **d) Termination by Principal for Material Omission of Services**

If for any reason and without regard to fault

- (i) Service Provider is unable or unwilling to provide any material aspect of the Services under this Agreement, and
- (ii) such omission of Services impacts critical business functions of Principal to the extent that Principal cannot, in the reasonable discretion of Principal, reliably or safely run processes or equipment dependent upon those omitted Services, and
- (iii) Service Provider has been afforded fair opportunity for at least 30 consecutive days since first notice of the omission of Services (running concurrently with the Dispute Resolution schedule) to remedy and cure such omission but has not done so to Principal's reasonable satisfaction,

then Principal, acting reasonably, may give 30 days prior notice of termination of this Agreement.

### **8.3 Dispute Resolution and Non-Engagement Plan**

The parties agree that continuity and reliability of the Services goes to the heart of this Agreement and it is their mutual intent to avert any sudden or unilateral disruption, suspension or termination of the Services or performance by either party, and to that end each party agrees and covenants to the other that:

- a) any dispute or alleged, potential, or actual breach of this Agreement ("Dispute") will be addressed in good faith under the terms set out in Section 8.4 hereof, and pending resolution of the Dispute neither party shall suspend, delay, or withhold performance of its obligations hereunder or in any way (by act or omission) disrupt the continuity and reliability of the Services to be provided hereunder. The parties further agree that intentionally or willfully not abiding by this section 8.3 shall constitute an intentional and willful act or omission as described in section 7.2 respecting limitation of liability; and

- b) any notice of termination of this Agreement shall trigger immediate implementation of the terms and conditions of section 8.5, it stated paramount principles therein, and the Non-Engagement Plan.

#### **8.4 Dispute Resolution**

In the event of a Dispute arising between the parties, the parties shall in good faith take the following steps to resolve the Dispute as follows:

- (a) If the Dispute involves an urgent and serious matter of potential irreversible harm or damage which is not purely monetary, for example the safeguarding of Confidential Information, for which injunctive relief may be appropriate or advisable, the complaining party shall make good faith efforts to provide immediate notice to the other party to seek resolution of the Dispute before commencing legal proceedings but shall not be bound to schedule meetings for negotiation as set out below in this section..
- (b) If and to the extent that the Dispute involves a matter not falling within the section above addressing injunctive relief, a party raising a Dispute which is not satisfactorily resolved in an informal or routine manner shall, within a commercially reasonable time of ascertaining the facts upon which such Dispute is based, serve formal notice to the other party providing details of the Dispute together with any available substantiating documentation, advising what relief it seeks, and advising of any mitigation measures of which it may avail itself permitted under this Agreement. The other party shall acknowledge receipt of such notice immediately upon receipt.
- (c) Unless the Dispute is satisfactorily resolved upon such notice, the parties shall schedule a meeting to occur within 10 business days of the receipt of the notice of Dispute. This meeting will be attended by representatives of the parties knowledgeable in the facts of the Dispute, and such representatives will generate minutes of the meeting and provide same to their respective managements with their respective recommendations.
- (d) If the Dispute is not resolved within 10 business days after the day of the meeting described above, either party may, within the next 10 business days (i.e., within 20 business days of receipt of the original notice of dispute) send a notice for meeting among the parties' respective executives, which meeting shall be scheduled to occur within 10 business days. Each of the parties' executive representatives shall bring to this meeting a proposal to resolve the Dispute and the authority to agree that proposal, and the parties shall endeavor in good faith to resolve the Dispute.
- (e) In either or both the two meetings described above either party may enlist the assistance of an expert to render opinions or facilitate negotiations, but unless the parties agree otherwise in advance each party's costs incurred in connection with these meetings are for its own account.
- (f) If the Dispute cannot be resolved after good faith negotiations among the parties' respective executives, then,
  - (i) Principal may exercise its termination rights respecting early termination for material breach, if applicable, and
  - (ii) either party may, within 30 calendar days of the meeting among executives described above, bring legal action as appropriate to enforce its rights pursuant to this Agreement. Such legal action shall be prosecuted, to the extent practicable, without impairing the provision of Services or performance of any obligations by either party under this Agreement, and in the event such legal action occurs during the implementation of a Non-Engagement Plan the parties shall act in good faith to take measures to insure the expeditious and efficient implementation of the Non-Engagement Plan notwithstanding the legal action, including good faith consideration of any Stay or Tolling of such legal action.

#### **8.5 Non-Engagement Plan**

Any notice of termination under this Agreement shall immediately trigger implementation of a Non-Engagement Plan. A proposed Non-Engagement Plan shall be submitted by Service Provider and negotiated in good faith with a target agreement date set. In the absence of an agreed Non-Engagement Plan, or if any portion or interpretation of such plan is disputed, the parties agree and confirm now that, at a minimum and as a paramount principle, during the period from notice of termination until actual termination Service Provider will continue to provide all Services as directed by Principal, and assist Principal in transitioning information, services and administration control to a new service vendor or in house resources, and Managed Services billing will be invoiced as per the

Agreement with quantities reducing as Service Provider's responsibilities and obligations are transitioned to the new service vendors or in house resources.

#### **8.6 Return of Information**

Within 30 days following termination of this agreement Service Provider will return all Principal relevant documents, Principal owned physical items, Principal owned data or other Principal owned property to the Principal or named representative. Additionally, the Service Provider will pass on any system management passwords, configuration documentation and other relevant information required to perform IT systems management on behalf of Principal to Principal or named representative or other service provider.

On Principal sign-off on completion of the Return of Information process Service Provider will no longer have any responsibility to maintain copies of records, document or data relevant to Principal and the services provided under this Agreement except as may be required by law.

#### **8.7 Effect of Termination**

Termination or expiry of this Agreement will be without prejudice to the rights of the parties accrued up to the date of termination or expiry of this Agreement.

The provisions of sections 4 through 8 inclusive shall remain in force and effect after termination or expiration of this Agreement, until the parties may mutually agree to the release of the obligations contained therein.

### **Article 9: General**

#### **9.1 Governing Law and Attornment**

This Agreement will be deemed to have been entered into in and will be governed by and construed in accordance with the laws of Alberta. The parties irrevocably attorn to the non-exclusive jurisdiction of the Courts of Alberta.

#### **9.2 Public Notices**

No press release or other announcement concerning the transactions contemplated by, or the subject matter of, this Agreement may be made by either party, without the prior written consent of the other party, which consent shall not to be unreasonably withheld.

#### **9.3 Relationship of Parties**

The relationship of the parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement is to be construed to constitute the parties as partners, joint venture partners, co-owners or otherwise as participants in a joint venture or common undertaking.

#### **9.4 Further Assurances**

The parties will each, as reasonably required by the other, enter into agreements, execute documents and otherwise do all things as may be necessary or desirable to carry into full force and effect the intention of this Agreement, including without limitation the good faith negotiation and agreement of a mutually satisfactory Non-Engagement Plan.

#### **9.5 Assignment**

Neither party may assign or delegate this Agreement or any of its licenses, rights or duties under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party, except to a Person or entity into which it has merged or which has otherwise succeeded to all or substantially all of its business and assets to which this Agreement pertains, by merger, reorganization or otherwise, and which has assumed in writing or by operation of law its obligations under this Agreement. In addition, any permitted assignment will be subject to the permitted assignee or transferee agreeing in writing to comply with all the terms and restrictions contained in this Agreement. Any attempted assignment in violation of the provisions of this section will be void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

#### **9.6 Severability**

If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions will nevertheless remain in full force and effect.

#### **9.7 Notices**

All notices and communications which may be or are required to be given by any party to any other party, shall be in writing and (i) delivered personally, (ii) sent by prepaid courier service or registered mail with acknowledgement



of receipt, or (iii) sent by email or other similar means of electronic communication to the parties at their respective addresses.

Any such notice so given shall be deemed conclusively to have been given and received when so personally delivered or delivered, by courier or on the day on which transmission is confirmed if sent by email or on the fifth day, in the absence of evidence to the contrary, following the sending thereof by registered mail. Any party may from time to time change its address hereinbefore set forth by notice to the other parties in accordance with this section.

#### **9.8 Recruiting or Hiring of Service Provider Staff and Contractors**

The Principal agrees not to recruit or hire any of the Service Providers staff and/or outside contractors for employment or work of any kind, either as an employee or an independent contractor, except through the Service Provider during the duration of the Service Provider providing services to the Principal and for a period of 12 months thereafter. In addition, the Principal recognizes that because of the substantial recruitment and training costs in the Information Technology industry, the Principal agrees that liquidated damages for such a breach will be 50% of the staff members or contractors current annualized compensation, subject to a \$5,000.00 minimum. The Service Provider agrees not to recruit or hire or retain any Principal staff and/or outside contractors for employment or work of any kind, either as an employee or an independent contractor except through the Principal, during the duration of the Service Provider servicing the Principal and for a period of 12 months thereafter. In addition, the Service Provider recognizes that because of the substantial recruitment and training costs, the Service Provider agrees that liquidation damages for such a breach will be 50% of the staff member's or contractor's the current annualized compensation, subject to a \$5,000.00 minimum. For the avoidance of doubt, this provision is intended to prohibit "poaching" of employees or contractors in circumvention of this Agreement, and is not intended to apply to offers of employment resulting from good faith public recruitment campaigns by which third party recruiters advertise, solicit, vet, and recommend candidates for established positions or vacancies.

#### **9.9 Force Majeure**

- a) Service Provider and Principal shall not be liable for any failure to perform any part of this Agreement to the extent such performance is prevented, hindered or delayed by reason of any cause or causes beyond the reasonable control of the parties including, but not limited to labour disputes, strikes, other labour or industrial disturbances, acts of God, floods, shortages of materials, earthquakes, casualties, wars, acts of the public enemy, riots, insurrections, embargoes, laws, blockages, actions, restrictions, and/or regulations or orders of any government, agency or subdivision thereof.
- b) A party claiming Force Majeure to excuse its performance hereunder shall immediately give formal notice of the reasons for the Force Majeure impact, the extent and duration of its foreseeable non-performance, and measures it will take to mitigate the impact of the Force Majeure.
- c) Should it reasonably appear at any time during the Force Majeure that Service Provider cannot provide satisfactory assurance to Principal (in Principal's sole discretion) of the full resumption of uninterrupted Services within one month, Principal may give 90 days' prior notice of termination and immediately trigger the commencement of the Non-Engagement Plan.

#### **9.10 Entire Agreement, Waiver**

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. There are no warranties, conditions, or representations (including any that may be implied by statute) and there are no agreements in connection with this subject matter except as specifically set forth or referred to in this Agreement. Except as expressly provided in this Agreement, no amendment or waiver of this Agreement will be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement will constitute a waiver of any other provision nor will any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

Notwithstanding the above and for avoidance of doubt, the Schedules hereto comprise an integral part of this Agreement; in particular, the Schedules are attached hereto for the express purpose of providing detail and specificity to assist the parties in interpreting and resolving any ambiguity or uncertainty as to the scope of activities included within Services, fees, pricing, and other rights and obligations under this Agreement, with the intent that specificity and detail in the Schedules shall prevail over generality in the main text of this Agreement in construing the parties' intent.

**9.11 Counterparts**

This Agreement may be signed in counterparts by facsimile and each counterpart will constitute an original document and all counterparts, taken together, will constitute one and the same instrument.

**9.12 Remedies Cumulative**

All remedies available to the parties hereunder and by law and equity are cumulative and the exercise of one remedy shall not prejudice nor exclude exercise of another except as may be required by operation of law.

**9.13 Currency**

Unless otherwise specifically provided in this Agreement, all references to dollar amounts or other money amount are expressed in terms of lawful money of Canada.