

## **AdaptX Corporation — Terms of Use / Master Services Agreement (MSA)**

**Effective January 1, 2025**

**Legal entity:** AdaptX Corporation (“AdaptX”, “we”, “us”).

**Contact:** legal@adaptx.ca • +1-403-870-9512

### **Acceptance; Contract Formation**

#### **BY ANY OF THE FOLLOWING, THE CLIENT AGREES TO BE LEGALLY BOUND BY THESE TERMS:**

(a) executing a Quote/Statement of Work/Order (“**Order**”), (b) issuing a purchase order referencing AdaptX services, (c) paying any AdaptX invoice, (d) creating or using an account, or (e) accessing or using any AdaptX services (including software, hosting, IT, VOIP management, consulting, design, development, or support).

No Other Terms. Any additional or conflicting terms in a Client PO, email, or portal are rejected and have no effect unless signed by an authorized AdaptX officer. Electronic acceptance and signatures are valid and enforceable.

### **1. Scope & Order of Precedence**

1.1 These Terms govern all services and deliverables provided by AdaptX.

1.2 Each Order sets scope, deliverables, timelines, and pricing. If there is a conflict: Order → these Terms → written policies on adaptx.ca (as of the Order date).

### **2. Services and Third-Party Components**

2.1 Services may include software/website design & development; hosting & backups; managed IT; VOIP number management/porting coordination; support; training; and related consulting.

2.2 Third-Party Services. We may resell, configure, or administer services from third parties (e.g., cloud/hosting providers, registrars, VOIP carriers, payment processors, ticketing systems). Client’s use of third-party services is subject to their separate terms, SLAs, and pricing, which may change. AdaptX is not liable for acts/omissions of third parties or outages beyond our reasonable control.

### **3. Client Responsibilities**

3.1 Provide timely access, accurate information, content and brand assets (logos, fonts, colour specifications), credentials, approvals, and a decision-maker; review/accept deliverables within the review window (default 5 business days).

3.2 Warrant that all Client content is lawful, accurate, and appropriately licensed; obtain consents required for communications (e.g., anti-spam and telemarketing rules) and any health or financial regulations applicable to Client.

3.3 Maintain an account in good standing; keep contact, technical, and billing details current; safeguard credentials and equipment.

3.4 Telecom/VOIP. Client remains responsible for call usage charges, taxes, and regulatory fees, and for compliance with applicable law. Client understands VOIP may have limitations for emergency calling (e.g., E911 location accuracy and power/internet dependency).

#### **4. Fees, Taxes & Payment**

4.1 Fees are as stated in the Order or price list and may include one-time, recurring, and usage-based charges (e.g., VOIP minutes). Pass-through costs and taxes may include a reasonable administration fee if noted.

4.2 Taxes. Fees are exclusive of taxes; Client is responsible for GST/HST, PST/QST, and similar charges (other than taxes on AdaptX's net income).

4.3 Invoicing & Due Date. Invoices are due on receipt unless the Order states otherwise. Undisputed amounts unpaid after the due date accrue interest at 2% per month (24% per annum) or the maximum allowed by law, plus reasonable collection costs and legal fees.

4.4 Disputes. Client must give written notice of any good-faith billing dispute within 7 days of the invoice date with details; otherwise the invoice is deemed accepted. Undisputed amounts must still be paid.

4.5 Suspension/Acceleration. We may suspend services for non-payment after 7 days' notice, and may require prepayment or a deposit, or accelerate all amounts due for the remaining term of any recurring service.

4.6 Chargebacks. Filing a chargeback without allowing 10 days to resolve is a material breach; Client remains liable for the underlying amount and resulting fees.

4.7 Auto-Renewals. Monthly/annual services auto-renew for successive terms unless either party gives 30 days' prior written notice before the end of the then-current term.

#### **5. Changes & Out-of-Scope**

5.1 Requests beyond the Order (e.g., new features, content entry, third-party migrations, rush work) are out-of-scope and billed at then-current rates or a new Order.

5.2 Client delays, lack of access, or added scope extend timelines and may incur additional fees.

#### **6. Acceptance**

6.1 Deliverables are deemed accepted on the earliest of: (a) Client's written acceptance or go-live/use in production; or (b) no written rejection identifying specific defects within the review window.

6.2 Warranty Service is as set out in §9.

#### **7. Porting, Domains & Off-Boarding**

7.1 Phone Numbers. Port-out requires a request from the new carrier with a Letter of Authorization and any required PIN/ID. We will reasonably cooperate. Numbers/accounts are released when Client's AdaptX account is current with no outstanding amounts.

7.2 Domains/Hosting/Email. We assist with transfer upon request; registry/carrier/transfer fees are Client's responsibility.

7.3 Asset Delivery. Upon final payment, we provide a website export, credentials we control, and Client-supplied brand files. We may retain copies for records and backups (§13).

## **8. Intellectual Property & Publicity**

8.1 Client Materials (logos, content, data) remain Client's. Client grants AdaptX a non-exclusive, worldwide, royalty-free licence to use Client Materials to perform the services and to showcase portfolio items and name/logo as a customer reference; Client may opt out by written notice.

8.2 AdaptX IP (pre-existing tools, code, frameworks, templates, know-how) remains AdaptX's.

8.3 Deliverables. Upon full payment, AdaptX grants Client a perpetual, worldwide, non-exclusive, non-transferable licence to use deliverables for Client's internal business. Open-source components remain under their licences. To the extent permitted by law, AdaptX and its personnel waive moral rights in AdaptX-created deliverables to enable Client's permitted use.

8.4 No Transfer Until Paid. Any licence under §8.3 is conditional on full payment.

## **9. Warranties; Disclaimers**

9.1 Professional Services Warranty. We warrant services will be performed in a professional and workmanlike manner consistent with industry standards.

9.2 Exclusive Remedy. If Client notifies us in writing within 30 days of delivery, we will re-perform non-conforming services or provide a reasonable fix.

9.3 Disclaimers. Except as expressly stated, services and deliverables are provided "as is." We disclaim all implied warranties, including merchantability, fitness for a particular purpose, and non-infringement, and we do not warrant uninterrupted or error-free operation or outcomes dependent on third parties or Client systems.

## **10. Support & Service Levels**

10.1 Business hours: Mon–Fri 9:00–5:00 MT (excluding holidays). Targets: P1 within 4 business hours; P2 within 1 business day; P3 within 2–3 business days. After-hours/expedited work may carry premium rates.

10.2 Backups/uptime depend on the selected plan and third-party infrastructure. VOIP emergency calling may be limited compared to traditional telephony.

## **11. Confidentiality**

11.1 "Confidential Information" means non-public information disclosed by either party that is marked or reasonably understood as confidential.

11.2 The receiving party will use Confidential Information only to perform under this agreement, protect it with at least reasonable care, and disclose it only to personnel/contractors bound by similar obligations. Exclusions: information that is public, independently developed, or rightfully received from a third party.

11.3 Either party may disclose Confidential Information if required by law with prompt notice (where lawful).

## **12. Indemnities**

12.1 Client Indemnity. Client will defend, indemnify, and hold harmless AdaptX and its affiliates/personnel from claims, damages, fines, and costs (including legal fees) arising out of: Client Materials; Client's misuse of the services; or Client's violation of law or third-party rights.

12.2 AdaptX IP Indemnity. AdaptX will defend Client against third-party claims that AdaptX-created deliverables (excluding Client Materials or third-party components) infringe Canadian intellectual-property rights, provided Client promptly notifies, gives us sole control of the defence, and cooperates. We may obtain rights, modify, or replace the deliverable; if not feasible, we may refund the amounts paid for the impacted deliverable and terminate the related Order.

12.3 Exclusions. We have no obligation for claims based on combinations not supplied by us, modifications not made by us, or use contrary to documentation.

## **13. Data; Records; Retention**

13.1 We may retain logs, configurations, and backups for operational, security, and legal purposes. After termination we may purge data on a regular schedule. Client is responsible for exporting its data before termination.

13.2 We may use de-identified/aggregated data to maintain, secure, and improve services.

## **14. Limitation of Liability**

14.1 No Indirect Damages. Neither party is liable for indirect, incidental, special, consequential, exemplary, or punitive damages, or lost profits/revenues/data, even if advised of the possibility.

14.2 Cap. AdaptX's aggregate liability arising out of or related to the services is capped at the fees paid by Client to AdaptX in the three (3) months immediately preceding the event giving rise to liability.

14.3 Carve-outs. The exclusions/cap do not apply to Client's payment obligations, Client's breach of §11 (Confidentiality), or either party's willful misconduct or fraud.

## **15. Term; Termination**

15.1 These Terms begin on acceptance and continue while any Order is active. Either party may terminate an Order for convenience with 30 days' written notice unless the Order states otherwise.

15.2 Either party may terminate for material breach not cured within 10 days of written notice.

15.3 On termination or expiry, all unpaid fees (including through the end of any then-current billing period) become due immediately; §§8–12 and 14–17 survive. We may charge reasonable transition fees for requested off-boarding assistance beyond §7.

## **16. Non-Solicitation**

For the term of the engagement and 12 months thereafter, Client will not directly solicit for employment any AdaptX personnel who worked on the account; general solicitations not targeted at AdaptX are permitted.

## **17. Miscellaneous**

17.1 Independent Contractors. The parties are independent contractors. No partnership, agency, or fiduciary relationship is created.

17.2 Assignment. Client may not assign an Order or these Terms without AdaptX's written consent (not unreasonably withheld); any prohibited assignment is void. We may assign to an affiliate or in connection with a merger, reorganization, or sale of assets.

17.3 Force Majeure. Neither party is liable for delays/failures due to causes beyond reasonable control.

17.4 Notices. Formal notices must be sent by email to the contacts on file and are deemed given on sending; operational notices may be provided via the client portal.

17.5 Governing Law; Venue. Laws of Alberta and the federal laws of Canada applicable therein; exclusive venue in the provincial or federal courts sitting in Calgary, AB. Before litigation, the parties will attempt mediation in Calgary.

17.6 Entire Agreement; Amendments; Waiver. These Terms plus each Order are the entire agreement and supersede prior discussions. Amendments require a signed writing (email acceptable). A waiver must be explicit and in writing.

17.7 Severability; Interpretation. If any provision is unenforceable, it will be modified to the minimum extent necessary and the remainder will remain in force. "Including" means "including without limitation." Headings are for convenience only.