



## Standard Agreement Terms and Conditions

Except where another agreement supersedes the terms and conditions below, the following shall, together with the Strategic Estimate for Services, form our Agreement.

### GENERAL

- These terms and conditions shall apply to the provision by Strategic Consulting Group Inc. ("**Strategic**", "**we**", "**us**" or "**our**") to the organization named in the Strategic Estimate for Services ("**Client**", "**you**" or "**your**") of all software-as-a-service or Support or the provision of Solutions or communications consulting (together or individually, the "**Strategic Services**").
- You shall retain ownership of all raw data that you upload or store on servers and systems provided by Strategic. Any software, website, web application, system, special coding or other technological aspect created or provided by Strategic (a "**Solution**") shall be owned solely by Strategic and are protected by Canadian and international copyright and other intellectual property law. Should you discontinue service, you shall no longer have access to any Solution and you may not migrate, download, attempt to migrate or otherwise take possession of or control over the Solution, whether through movement to a new server or host or otherwise.

### CLIENT ONBOARDING

- Strategic will provide to you the deliverables outlined in the Strategic Estimate for Services (the "**Estimate**") within the timeframe specified in the Strategic Estimate for Services.
- Strategic will provide to you in the Strategic Estimate for Services a start date for the Strategic Services (the "**Implementation Date**").
- You will provide to Strategic any and all required materials and respond to any and all questions posted by Strategic to bring your system online no less than five business days before the Implementation Date. Should you not provide materials, Strategic shall activate the standard system configuration.
- You will be billed for the Strategic Services as of the Implementation Date.
- **Time is of the essence.** If Client does not respond to Strategic or provide the requested information within a timely manner, Strategic shall install software and setup the deliverables outlined in the Strategic Estimate for Services using standard procedures and will invoice Client as described above. Client is free to request "**Support**" (as defined below) to customize and further setup the deliverables at their convenience, subject to the terms of this Agreement.

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### SUPPORT

- If, on your invoice, a line item entitled “Support” or similar appears, you are entitled to unlimited “Support” (as defined in our Support Statement available at <https://strategicconsultinggroup.ca/supportstatement/>) without additional hourly charge for the duration of your Agreement.
- We may modify the definition of “Support” from time-to-time without notice to you.
- To access support, email [msmith@strategicconsultinggroup.ca](mailto:msmith@strategicconsultinggroup.ca). Support is provided by email. We may, at our sole discretion, offer phone support on a per issue basis if we deem it necessary.
- You can expect us to respond to your request for Support as soon as possible within business hours (9am to 5pm Mountain Time, excluding weekends and Canadian holidays).
- Strategic aims for a timeframe of two business days for diagnosis and resolution of the majority of issues, although we do not guarantee a response time.

### DEVELOPMENT OF SOLUTIONS

- Solutions developed by us for you remain property of Strategic and are provided to you as a software-as-a-service. If you subsequently contract with another IT service provider, the Solutions developed by Strategic remain the property of Strategic and will no longer be available to you.
- When creating Solutions for you, we quote based upon the exact set of features and requirements you supply. Additional requirements, or modifications to these provisions will result in changes to the quoted cost for the Solution.
- Should you elect to abandon a new Solution development prior to completion of the new Solution, you will be billed for the amount of time spent and work completed, based upon an analysis completed solely by us.

### MODIFICATION OF EXISTING ELECTRONIC MATERIAL (EG. EXISTING WEBSITES)

- Modifications to existing electronic material (such as websites built or maintained by other parties) require significant time and effort in research and testing without certainty of success.
- Where you have contracted Strategic to modify existing electronic material, we will deliver a quote to you outlining the estimated time and cost of the modifications you are seeking. You are responsible for payment of the sum quoted on completion of the work even if the modifications are unsuccessful.
- If, after commencement of the modification work, we determine that additional time is required to complete the desired modifications, we will provide a revised quote to you. You may choose to accept or decline this revised quote. If the revised quote is declined, work will cease, and Strategic will bill you for all completed work.
- If, after completion of the initial modifications of existing electronic material, you enter into an agreement to have Strategic provide you with Services related to the existing electronic material, it is

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deemed that the existing electronic material and related modifications are now being offered to you as software-as-a-service as defined above.

### LICENSE TERMS FOR SOFTWARE-AS-A-SERVICE

- Annual software licenses we purchase for your use remain in force for 1 year after the Implementation Date and are deemed to renew at mutual consent annually thereafter unless you advise us in writing within the parameters as outlined below.
- You may choose to discontinue your software license at any time but payments made for the software license cannot be refunded to you.
- Within 30 days of the date of your invoice, you may choose to discontinue your software license without penalty (unless your Strategic Estimate for Services stipulates otherwise). Once this period has expired, you are deemed to have elected to continue with the software license.
- Upon discontinuance of a software license, your access to the Solution related to that software license will be immediately terminated. Any raw data that Strategic has stored on your behalf (including domain names) will be returned to you, as long as your account is in good standing.
- If, upon discontinuing a software license, your account is not in good standing, Strategic may choose to not return any electronic materials stored (such as domain names) until such time as your account is brought into good standing. If your account is not returned to good standing within 90 days of the date of the original invoice, Strategic may sell or dispose of the deliverables.

### USE OF PROGRAMS OR ACCOUNTS

- We may provide to you access to hosting accounts or programs which we own or have paid for. You may use these accounts or programs only for the expressed purpose outlined in the Strategic Estimate for Services, and for no purpose that is illegal or defamatory. Strategic may remove content stored by you on our accounts or programs without provision to you of notice or reason if we feel it is illegal or defamatory.

### INVOICING AND PAYMENT TERMS

- Invoices will be emailed automatically to the email address provided to us by you. It is your responsibility to notify us should your preferred contact email address change. If you tell us that you have not received an invoice, we will verify if the invoice was sent from our system. If due to a technical error it was not, we will deem the invoice to have been sent on the day the error is discovered and the invoice is resent. If the error is yours (eg. email misconfiguration etc.) the date the invoice was sent shall stand.
- Invoices are due within 30 days of being sent unless otherwise indicated.
- A fee of 2% monthly will be **automatically charged** for late payments. Strategic may waive this fee at our discretion.
- Accounts that have been overdue for more than 30 days are subject to deactivation. If an account is deactivated, emails attached to the domain will stop working, and any websites will go offline and will be replaced with a message saying the account is deactivated. Once an account is deactivated, a

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fee of \$150 plus GST shall be payable by you to have the website and email service restored. This fee is payable before any maintenance (including unlocking domains for transfer) takes place.

- Payments that are dishonoured (eg. your cheque returned by your bank marked “Non-Sufficient Funds”) are subject to a \$100 administrative fee.

### **TERM AND TERMINATION**

- This Agreement shall continue for the period of time stated in the Strategic Estimate for Services and shall renew automatically on the anniversary of the Implementation Date unless terminate by either Strategic or Client.
- Client may terminate this Agreement upon the provision of 30 days notice to Strategic.
- Strategic may terminate this Agreement without notice to you. Strategic will not be liable in any manner to you or any third party as a result of the termination of this Agreement by Strategic.

### **DISCLOSURE OF COMMISSIONS**

- From time to time, Strategic may receive commissions or referral fees from specific partners or third parties that we refer you to or utilize to create or maintain your system. Notwithstanding the payment to Strategic of a commission of fee, any agreement you enter into with any specific partner or third party is between you and the partner or third party entirely and is your responsibility.

### **CONTACTING US**

- Incoming and outgoing calls and emails to and from Strategic may be recorded and retained for accuracy and transaction verification.

### **ADDITIONAL TERMS, LIMITATION OF LIABILITY, PRIVACY**

- Strategic may change the fees charged under this Agreement at the time of annual renewal.
- While we strive to provide the best quality system possible and use commercially acceptable means to backup and secure of all data stored in our system, we do not guarantee the preservation of all Client data.
- Strategic cannot guarantee that the use of the Strategic Services will be uninterrupted or error-free or immune from viruses, server failure, outside hacking, human error, or harmful components. We do not make any representations or warranties, express or implied, concerning the use of Strategic Services, including the accuracy, completeness, reliability or suitability of Strategic Services for your purposes from time to time.
- Client hereby agrees to defend, indemnify, and hold harmless Strategic, its directors, officers, shareholders, employees, contractors and agents, from and against any and all claims which may be brought against them as a result of Client’s use of the strategic Services or Client’s breach of this Agreement.
- Client expressly agrees that in no event shall Strategic, its directors, officers, shareholders, employees, contractors or agents be liable or responsible to Client for any direct, indirect, incidental,

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special, punitive, or consequential damages, whether based on warranty, tort (including negligence), contract, or other legal theory, in connection with the provision by Strategic of the Strategic Services. Strategic shall not be in any way liable or responsible for any inconvenience, delay or loss of use or access to the Strategic Services, regardless of whether Strategic is advised of the possibility that such damage or loss may arise or whether such loss or damage was foreseeable.

- We may utilize graphics of the deliverables provided to you for marketing or demonstration purposes for other clients.
- We may place a tagline or image on the bottom of your deliverables saying “Developed by Strategic Consulting Group Inc.” or similar.
- We respect your privacy. You retain ownership of the information you store on our server. As long as your account is maintained and in good standing, we will provide you with a download of the raw data on our servers at any time. If your account is **not** in good standing, the data may be deleted and will not be provided until your account is brought into good standing.
- Information stored on our servers or on your website will not be shared with other parties, unless we are ordered to do so by a government authority, and in such an event we will inform you of the actions taken by us in response to such order.
- Strategic and Client agree that this Agreement shall be governed by the laws in force in the Province of Alberta.

*Last Revised September 2020*