

# Product and Services Agreement

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This Product and Services Agreement ("Agreement") sets forth the terms and conditions under which Amigo Computing Incorporated ("Provider") provides services and products to the Customer identified in the applicable Order, Statement of Work, Proposal, or Invoice ("Customer"). By ordering, accepting, or using any Provider services or products, Customer acknowledges and agrees to be bound by this Agreement.

## Definitions

- Order: Any written or electronic purchase order, signed quote, or acceptance of a Provider offer.
- Statement of Work (SOW): Any document describing specific project deliverables, timelines, and pricing agreed to by both parties.
- Proposal: Any formal written offer issued by Provider to Customer describing products and/or services and related terms.
- Invoice: Any billing document issued by Provider for products or services provided or contracted.
- All such documents are incorporated into and governed by this Agreement.

## 1. Acceptance of Terms

Use of any services or products provided by Provider constitutes acceptance of the terms and conditions set out in this Agreement. If Customer does not agree with these terms, they must immediately (i) notify Provider in writing, (ii) cease using all services, and (iii) return any undamaged and unused products, if applicable, at their own expense.

Provider may revise this Agreement from time to time by posting an updated version at <https://www.myamigo.ca/legal>. Continued use of Provider's services, products, infrastructure, or systems—including passive or indirect use such as hosting, or storage—constitutes acceptance of the revised terms. Customer is responsible for reviewing the Agreement periodically for changes, regardless of whether active access or usage occurs.

Any modifications specific to a Customer must be in writing and signed by both parties.

## 2. Services Commitment

Provider agrees to supply the services and/or products described in any applicable Order, SOW, Proposal, or Invoice in accordance with this Agreement. Customer agrees to receive and pay for such services and products in accordance with this Agreement.

### **3. Scope of Services**

- Technical support and consulting
- Telephone services and long distance
- Product sales, installation, configuration, and integration
- Data hosting, storage, and backups
- Licensing and subscription management
- Maintenance, monitoring, and administration

### **4. Products and Ownership**

All products remain the property of Provider until paid for in full. Title and ownership shall not pass to Customer until all amounts due are received in full. All product sales are final, and Provider does not accept returns.

### **5. Reimbursed Expenses**

Customer shall reimburse Provider for all out-of-pocket expenses incurred while delivering services. These will be expensed to the Customer no later than thirty (30) days after the end of the month in which the expense was incurred and are subject to a 10% administration fee. Upon request, Provider will supply supporting receipts or documentation.

### **6. Payment Terms**

Unless otherwise agreed in writing, all invoices are due upon receipt. Invoices unpaid after thirty (30) days will incur a late fee of 2% per month, compounded monthly; late fees and interest continue to accrue during any suspension period. Provider may charge reasonable administrative fees for collection efforts, including but not limited to legal fees, collection agency charges, court costs, service fees, and all other costs associated with collecting overdue accounts.

If Customer is in default, Provider may suspend or throttle services (including restricting access to hosted data, backups, or related exports) until payment is made in full or a repayment plan is executed. Billing for provisioned services (including infrastructure, licensing, backups, and data preservation) continues during suspension, regardless of Customer's usage or access status.

All payments must be made in Canadian dollars. Foreign currency amounts will be converted using the Bank of Canada exchange rate on the payment date. Customer is responsible for all applicable taxes (GST, PST, HST, or other value-added taxes).

## 7. Term and Termination

This Agreement remains in effect until terminated by either party with thirty (30) days' written notice. Failure to provide termination notice does not relieve Customer of ongoing payment obligations. Termination notice must be on company letterhead, signed by an authorized officer, and include instructions for data handling.

Termination is not effective until all outstanding balances are paid in full. Provider will not release any data until balances are cleared or a repayment agreement is executed. If no data handling instructions are received within thirty (30) days after termination notice, Provider may delete all data without liability.

Either party may terminate for cause if the other breaches a material term and fails to cure within thirty (30) days of written notice.

## 8. Confidentiality

Each party ("Receiving Party") agrees to maintain the confidentiality of the other party's ("Disclosing Party") confidential information and not disclose it except as necessary to perform its obligations under this Agreement.

**Definition of Confidential Information:** Confidential Information includes all non-public information disclosed by a party, whether in oral, written, or electronic form, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information or circumstances of disclosure.

**Authorized Access and Affiliates/Third Parties:** The Receiving Party may disclose the Disclosing Party's Confidential Information to its directors, officers, members, owners, managers, employees, agents, investors, affiliates, consultants, and legal advisors with a bona fide need to know such Confidential Information, but only to the extent necessary to evaluate or carry out the Purpose and only if those persons are advised of the confidential nature of the Confidential Information and the terms of this Agreement.

**Return or Destruction:** Upon termination of this Agreement, or upon written request, the Receiving Party shall return or securely destroy all copies of the Disclosing Party's Confidential Information (including electronic copies from systems, databases, or backups, to the extent feasible) and certify such destruction if requested.

**Legal Compliance:** The Receiving Party shall not be in breach of this Agreement if disclosure is required by law, court order, or regulatory authority, provided that, where legally permissible, the Receiving Party gives prompt notice to the Disclosing Party and cooperates with efforts to obtain protective treatment.

**Additional Agreements:** The obligations in this Section are in addition to (and not in lieu of) any separate confidentiality or non-disclosure agreements executed between the parties. In the event of a conflict, the stricter or more protective obligation shall govern.

## **9. Force Majeure**

Neither party shall be liable for failure to perform due to causes beyond its reasonable control, including natural disasters, acts of war, labor strikes, pandemics, or utility outages. Obligations resume as soon as conditions permit.

## **10. Dispute Resolution**

Customer agrees to first raise disputes with Provider's executive team. Disputes will be mediated before legal action.

Provider's right to suspend services or enforce payment terms is not a breach of good faith. This Agreement is a business-to-business arrangement; Customer waives any consumer protection claims to the extent permissible.

Customer waives the right to a jury trial and must bring legal proceedings within one (1) year of the dispute. Venue for disputes is Burnaby, British Columbia.

In successful collection actions, Customer shall pay Provider's legal fees and costs.

## **11. Limitation of Liability**

Provider's total liability is limited to the fees paid by Customer in the one (1) month preceding the incident. Provider is not liable for indirect, special, incidental, punitive, or consequential damages, or for loss of profits or data. Customer shall indemnify Provider against claims related to access restrictions, suspension, or preservation.

## **12. Data Ownership and Access**

Customer retains ownership of all hosted or processed data ("Customer Data"). Provider may access and back up Customer Data as necessary to deliver the Services.

During any suspension, Provider may withhold access to all Customer Data, backups, and exports until all payment defaults are remedied or a repayment agreement is executed. Upon full payment, Provider will restore account access so that Customer may log in and retrieve its own data. Provider is not responsible for packaging, transferring, or otherwise preparing Customer Data for delivery.

All data retrieval is the sole responsibility of the Customer and must occur before termination of services. Upon termination, all Customer Data stored within Provider's systems will be permanently purged and cannot be recovered.

## **13. Licenses and Copyright**

Customer must comply with all third-party licensing terms. All licenses provided under this Agreement are rented or subscribed, not owned or transferable. Licenses may not be copied or backed up except as explicitly allowed by the licensor. Violations may result in immediate suspension or termination and liability for damages.

## **14. Service Levels and Availability**

Provider will use commercially reasonable efforts to maintain a 99.9% service availability but does not guarantee uptime. Scheduled maintenance or security updates may cause interruptions without liability.

Change Management: Emergency changes may be performed with little or no notice where necessary to protect systems, data, or business continuity.

Service Credits: In the event of a service interruption lasting longer than twenty-four (24) consecutive hours, Customer may request, within thirty (30) days of the interruption, a prorated credit for the loss of services. Credits will be applied to future invoices. Credits will not be issued for interruptions caused by (i) third-party providers, carriers, or software vendors, (ii) force majeure events, (iii) scheduled maintenance, (iv) issues caused by the Customer, or (v) accounts that are suspended or in arrears.

## **15. Insolvency Events**

If Customer becomes insolvent, enters bankruptcy, or is placed in receivership, all amounts owed become immediately due, and Provider may suspend services until satisfactory payment arrangements are made.

## **16. Governing Law**

This Agreement is governed by the laws of British Columbia and Canada. The parties submit to the jurisdiction of British Columbia courts.

## **17. Adjustments for Inflation**

Service fees may increase annually on the anniversary of service commencement by the greater of 3% or the Canadian Consumer Price Index (CPI).

## **18. Service Exclusions**

- Products or software that are obsolete, discontinued, end-of-life, or otherwise no longer supported by the manufacturer or vendor;
- Products or software that are improperly licensed, misconfigured, or otherwise outside of recommended vendor guidelines.

Where feasible, Provider may at its discretion provide "best-effort" support for such products; however, Provider does not warrant or guarantee functionality, security, or continued operability of these products.

## **19. Regulatory Compliance and Audits**

Customer is solely responsible for ensuring that its use of the Services complies with all applicable regulatory, statutory, and industry-specific requirements. Any certifications, attestations, or audits required by Customer or its regulators (including but not limited to compliance frameworks, privacy regimes, or security standards) shall be the responsibility of Customer.

Customer shall reimburse Provider for all associated costs of achieving, maintaining, and demonstrating such compliance, including but not limited to staff time, consulting, infrastructure, software, reporting, and audit participation, at Provider's then-current rates or actual cost as applicable.

## **20. Licensing Compliance**

Customer is solely responsible for ensuring that all software and products it uses under this Agreement are properly licensed. In the event of a licensing compliance audit:

- Any licensing costs, true-up charges, or penalties identified shall be borne by Customer, even if such costs arise due to an error, omission, or miscalculation by Provider; and
- Customer shall indemnify and hold Provider harmless against any claims, fines, or liabilities arising from unlicensed or improperly licensed software used in Customer's environment.

## **21. Security and Cybersecurity**

Customer is solely responsible for maintaining appropriate security practices and safeguards for their data, systems, and user access credentials. Provider reserves the right to immediately suspend or restrict services if Customer's environment or actions pose a security risk to Provider's infrastructure, systems, or other customers.

Customer shall be liable for any security incidents, data breaches, or cybersecurity events that result from Customer's actions, inactions, negligence, or failure to follow security best practices. Customer agrees to indemnify and hold Provider harmless against any claims, damages, or liabilities arising from security incidents that affect Provider's other customers or infrastructure due to Customer's environment or conduct.

Provider may access Customer's environment as necessary to investigate security incidents, implement emergency security measures, or protect Provider's infrastructure and other customers. Customer consents to such access and waives any claims related to such emergency interventions.

## **22. Resource Usage and Abuse Prevention**

Customer agrees to use services in accordance with normal business practices and within reasonable resource consumption limits. Provider reserves the right to throttle, limit, or suspend services if Customer's usage significantly exceeds normal parameters or negatively impacts Provider's infrastructure or other customers.

Prohibited activities include, but are not limited to:

- Cryptocurrency mining or blockchain processing
- Excessive bandwidth consumption that impacts other users
- Resource-intensive processes that degrade system performance
- Any usage that Provider deems abusive or inconsistent with intended service use

Provider will attempt to notify Customer of resource abuse when possible, but reserves the right to take immediate action to protect infrastructure and other customers. Additional charges may apply for excessive resource consumption at Provider's then-current rates.

## **23. Communication Requirements and Emergency Services**

**Primary Contact:** Customer must designate a primary technical contact and maintain current contact information with Provider. All official communications will be directed to this designated contact.

**Support Requests:** All non-emergency support requests must be submitted via email to [helpdesk@myamigo.ca](mailto:helpdesk@myamigo.ca). Support requests submitted through other channels may experience delays or may not be processed.

**Emergency Contact:** For emergency situations requiring immediate attention, Customer must email [helpdesk@myamigo.ca](mailto:helpdesk@myamigo.ca) AND call 604-692-6446. Emergency situations are defined as critical system failures, security breaches, or other urgent issues that significantly impact business operations.

**Premium Emergency Rates:** Emergency service requests outside of normal business hours (Monday-Friday, 8:00 AM - 5:00 PM Pacific Time) will be billed at premium rates of 1.5x normal hourly rates.

**Travel Time and Expenses:** Any on-site service requests will include charges for travel time at Provider's standard hourly rates and reimbursement for all travel-related expenses including but not limited to mileage, parking, tolls, and meals as applicable.

## 24. Acceptable Use Policy

Customer agrees that all use of Provider's hosting services, infrastructure, and systems will be lawful and appropriate. Prohibited uses include, but are not limited to:

- **Illegal Activities:** Any activity that violates Canadian federal, provincial, or municipal laws, or the laws of Customer's jurisdiction.
- **Offensive Content:** Hosting, transmitting, or distributing content that is defamatory, obscene, pornographic, harassing, threatening, or otherwise offensive or inappropriate.
- **Harmful Activities:** Activities that may harm Provider's reputation, infrastructure, or other customers, including but not limited to spamming, malware distribution, phishing, copyright infringement, or unauthorized access attempts.

## 25. Telephone Services

Where Provider supplies telephone services, equipment, or systems to Customer, the following additional terms apply:

- **Call Charges:** Customer is solely responsible for all charges associated with calls originating from telephone equipment, lines, or systems provided by Provider, including but not limited to local, long distance, international, premium rate, and directory assistance calls.
- **Unauthorized Usage:** Customer shall immediately notify Provider of any suspected unauthorized use of telephone services. Customer remains liable for all charges incurred prior to such notification and Provider's implementation of protective measures.
- **Service Interruptions:** Provider does not guarantee uninterrupted telephone service and shall not be liable for service outages, call quality issues, or inability to complete calls due to network conditions, third-party carrier issues, or force majeure events.
- **Emergency Services:** Customer acknowledges that telephone services may not support emergency calling (911) in all circumstances and agrees to maintain alternative emergency communication methods as appropriate. Customer must review and acknowledge the separate Basic 9-1-1 Service Limitations document provided by Provider.
- **Regulatory Compliance:** Customer is responsible for compliance with all applicable telecommunications regulations and agrees to use telephone services only for lawful purposes.
- **Number Portability:** Provider will assist with porting telephone numbers to and from other carriers subject to regulatory requirements and carrier cooperation. Customer is responsible for any fees associated with number porting. Provider does not guarantee successful completion of number ports due to factors beyond Provider's control, including but not limited to other carriers' policies, regulatory restrictions, or account discrepancies.
- **Service Installation and Activation:** Customer is responsible for providing suitable facilities, power, internet connectivity, and reasonable access to Provider's technicians for service installation and ongoing maintenance. Delays in installation or activation due to Customer's failure to provide necessary access, facilities, or cooperation may result in additional charges at Provider's standard rates.



- **Equipment Return:** All Provider-owned equipment remains the property of Provider and must be returned in good working condition within thirty (30) days of service termination. Customer will be charged the full replacement cost for any equipment that is lost, stolen, or damaged beyond normal wear and tear. Failure to return equipment may result in collection action and additional fees.
- **Call Recording:** Customer acknowledges that certain calls may be recorded for quality assurance, training, or regulatory compliance purposes. Customer is responsible for ensuring compliance with all applicable call recording laws and regulations in their jurisdiction.
- **Voicemail and Call Features:** Provider offers various voicemail and call management features as part of telephone services. Provider does not guarantee the availability, functionality, or reliability of these features and shall not be liable for any loss of messages, missed calls, or feature malfunctions.
- **Number Ownership:** All telephone numbers assigned to Customer remain the property of Provider or the underlying carrier. Customer has no ownership rights in assigned telephone numbers, and Provider reserves the right to reclaim numbers upon service termination or for regulatory compliance purposes.
- **Service Migration:** Service migrations, including location changes, service upgrades, downgrades, or equipment modifications, will only be performed if Customer's account is current and not overdue. Provider reserves the right to refuse service migration requests for accounts with outstanding balances. Migration services may incur additional charges at Provider's then-current rates.

## **26. Subcontractor Rights**

Provider reserves the right to engage subcontractors, vendors, or third-party service providers to fulfill any obligations under this Agreement without Customer's prior approval. All subcontractors will be bound by confidentiality obligations substantially similar to those set forth in this Agreement.

Customer agrees that Provider's use of qualified subcontractors does not diminish Provider's obligations under this Agreement, and Provider remains fully responsible for all work performed by subcontractors. Customer consents to the disclosure of necessary Customer information to subcontractors for the purpose of service delivery.

Provider will ensure that all subcontractors comply with applicable privacy and security requirements consistent with the services being provided.

## 27. Additional Provisions

- Third-Party Engagement: Where issues require escalation to third-party vendors, Customer shall be responsible for all related vendor costs.
- Changes to Customer Environment: Changes to Customer's environment (including assets, personnel, or sites) that materially increase Provider's workload may be billed as additional services.
- Binding Effect: This Agreement shall be binding upon and enure to the benefit of the parties and their successors and permitted assigns.

## 28. Miscellaneous

- Non-Waiver: Failure to enforce provisions does not waive rights.
- Severability: Invalid provisions do not affect the remainder.
- Entire Agreement: This document and all Orders, SOWs, Proposals, and Invoices form the entire agreement.
- Further Assurances: Parties will sign additional documents as needed.
- Counterparts: This Agreement may be signed electronically, in counterparts, and facsimile or scanned copies shall be deemed originals.