



Together with your most recently executed proposal, accepted renewal or invoice (each a “Sales Document”), these General Terms and Conditions, form a legally binding contract (“Agreement”) between You (or the “Customer”) and Intranet Connections¹ (“We”, “Us” or “IC”).

This document sets out the general terms and conditions for the following services:

- a) On-premises Intranet Platform;
- b) Hosted Intranet Platform ; and
- c) Hybrid Platforms (On-premises Intranet delivered with cloud features) (the “IC Services”).

1. Grant

Subject to the terms of this Agreement and during the initial term set out in your proposal and any subsequent renewal (the “Term”), IC grants you and your Authorized Users a non-exclusive, non-transferrable, and non-assignable, license, to access and use the IC Services.

2. Fees

During the Term, you agree to pay to IC all fees in accordance with your Sales Document (the “Fees”) and as invoiced from time to time (the “Invoice”). You will pay all Fees in the manner specified in your Invoice or as otherwise specified in writing in your Sales Document. Except as otherwise expressly set out in writing, all Fees are non-refundable, non-cancelable and non-creditable. In making payments, you acknowledge that you are not relying on future availability of the IC Services beyond the Term. At any time after your initial term, IC may, in its reasonable discretion increase your fees in order to account for: inflation, introduction of new features, or additional services. You will be provided 60 days advanced, written notice of any changes, including the Fees, to the terms of our Agreement and you may terminate this Agreement in accordance with Section 5.

Your Fees under this Agreement exclude any value added or similar taxes or duties payable in respect of the IC Services in the applicable jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by IC, you must pay to IC the amount of such taxes or duties in addition to your Fees owed under this Agreement.

3. Control and Management of Your Data.

You and your Authorized Users retain all right, title, and interest (including any intellectual property rights) in and to your respective data (the “Customer Data”). You and your Authorized Users hereby grant to IC a non-exclusive, worldwide, royalty-free right and license to collect, use, copy, display, perform, store, transmit, modify, and create derivative works of the Customer Data solely to the extent necessary to provide the IC Services. You understand and acknowledge that the IC Services require the collection and use of Customer Data to perform the IC Services and you hereby agree, that by entering into this Agreement: (a) you are requesting IC to manage Customer Data on your behalf for the purpose of providing the IC Services to you, and (b) that you and your Authorized Users are solely responsible for

¹ SQBox Solutions Ltd. DBA **Intranet Connections** is a British Columbia, Canada corporation.



the content, accuracy and use to which you, your Authorized Users and others may put the Customer Data .

4. Security

IC shall, during the Term, maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security of the IC Services and Customer Data. IC shall promptly notify You of any material breach of such safety and security procedures, or any security incident related to the IC Services or Customer Data.

You agree to use industry standard security precautions in connection with your use of the IC Services including, where reasonable, encrypting any Customer Data transmitted or stored by you and your Authorized Users. In addition, you agree to use all reasonable best practices to prevent the introduction of any malicious code into the IC Services by way of Customer Data or otherwise. You agree to promptly notify IC upon learning of any material breach of such safety and security procedures or is an Authorized User is acting or has acted in a manner that breaches the terms of this Agreement.

5. Term, Renewals and Termination

This Agreement will come into effect upon your first use of the IC Services and remain in force until terminated as set out in this Agreement. Unless otherwise specified in writing, this Agreement will automatically renew at the end of the initial term set out in your proposal and will continue indefinitely until terminated under the terms of this Agreement.

After the initial Term, either Party may terminate this Agreement by providing the other Party with 60 days prior written notice. Either party may terminate this Agreement if the other party materially breaches any of the terms of this Agreement and does not cure the breach within thirty (30) days after receiving written notice of the breach. Either party may also terminate the Agreement if the other party ceases to operate, declares bankruptcy, becomes insolvent or is otherwise unable to meet its financial obligations.

Upon termination of this Agreement, (a) our obligations to you, except as otherwise explicitly stated, under this Agreement shall immediately terminate and your continued use of the IC Services will be at your own risk; (b) each party shall comply with its obligations with respect to Confidential Information; and (c) all provisions of this Agreement that, by their nature, are intended to survive termination of this Agreement will so survive. Termination of this Agreement will not relieve you of your obligations to pay all Fees that have accrued or that continue to accrue pursuant to the terms of this Agreement. Termination of this Agreement will not entitle you to any reimbursement or refund of Fees paid except as expressly provided herein. You hereby agree that in the event of an early termination of this Agreement, you will not be entitled to any credits or refunds for prepaid but unused services, and you will be responsible for all outstanding Fees due for the remainder of the current Term.

Once our Agreement expires or is terminated, you (and your Authorized Users) will no longer have any right to use or access the IC Services, or any information or materials that we make available to you under this Agreement, including the IC Services or IC's Confidential Information. You are required to delete any of the foregoing from your systems and provide written certification to us that you have done so at our request. We will remove and delete your Customer Data hosted on our servers within thirty (30) days after the termination of this Agreement.

6. Confidentiality



As used in this Agreement, the term “Confidential Information” shall mean all information that a disclosing party (“Discloser”) has furnished to the other party (“Recipient”) before or during the Term of this Agreement, whether tangible or intangible and whatever form or medium provided, including all information generated by the Recipient that contains, reflects or is derived from the furnished information. Confidential Information will not include information that (a) was already, or becomes, known to the Recipient without a duty of confidentiality and without direct or indirect use of the Discloser’s Confidential Information, or (b) becomes, available to the public rightfully without restrictions of confidentiality. Recipient shall, at all times: a) keep confidential and safeguard the Confidential Information of the Discloser and take all reasonable precautions, and in any case the same degree of care and precautions the Recipient would take to protect its own Confidential Information (but not less than a commercially reasonable degree of care), b) not use, disclose, copy or reproduce any Confidential Information, except as strictly necessary to carry out its obligations under this Agreement, or c) otherwise disseminate the Confidential Information to any person other than those employees, agents, affiliates and subcontractors who have a legitimate business reason to have such access for purposes of performing its obligations under this Agreement, and are subject to the requirement to abide by a non-disclosure agreement substantially similar to this Agreement’s non-disclosure obligations. Recipient shall promptly notify Discloser of any breach of this obligation and provide the Discloser of all reasonable assistance in remedy of said breach.

Except as expressly set out in this Agreement, neither party grants to the other any right, title or interest in or to its Confidential Information. You further agree that all rights, title and interest in and to the IC Services, or any portion thereof, documentation related thereto, and all intellectual property rights related thereto are solely owned by IC. You shall not retain any right, title or interest in, to or associated with the IC Services, or intellectual property right related thereto and shall not use, or allow to be used, any of the foregoing except as expressly agreed.

7. Restrictions

Except as otherwise expressly permitted in this Agreement, you will not: (a) access, use, copy, or distribute the IC Services in a manner that exceeds or violates any express limitation set forth in this Agreement or any applicable schedule hereto; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the IC Services or any source code thereto; (c) permit any party to access or use the IC Services other than by persons expressly authorized in this Agreement; (d) use the IC Services in any manner that contravenes, facilitates the violation of, or violates any intellectual property rights of any person, or any applicable law; (e) disable or circumvent any access control or related process or procedure established with respect to the IC Services, or attempt to gain unauthorized access to the IC Services; (f) create derivative works of the IC Services; (g) access the IC Services in order to build a competitive product or service, or (h) access the IC Services in order to use or copy any features, functions, or Confidential Information for use in a competitive product or service.

8. Limitation of Liability

Neither party (nor its suppliers) shall be liable for any loss of services, lost or inaccurate data, failure of security mechanisms, interruption of business, costs of delay or any indirect, special, incidental, reliance, or consequential damages of any kind (including lost profits), regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, even if informed of the possibility of such damages in advance. Neither party’s aggregate monetary liability to the other shall exceed the amount actually paid by you to IC for the IC Services in the 12 months immediately preceding the claim.



To the maximum extent permitted by law, no suppliers of any third-party components included in the products will be liable to you for any damages whatsoever. The parties agree that the limitations specified in this Section are reasonable and will survive the termination of this Agreement.

9. General

This Agreement will be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein. The courts of the Province of British Columbia shall be the exclusive venue for all disputes arising out of or relating to this Agreement.

We may update or modify these General Terms and Conditions from time to time and if we modify our Agreement during your Term, the modified version will be effective upon renewal. We will notify you in writing of material changes and you may choose not to renew or cancel our Agreement in accordance with Section 2.

Our respective rights and liabilities under this Agreement will bind and inure to the benefit of our respective successors, executors, and administrators. Neither party may assign their rights and liabilities under this Agreement without the written consent of the other, except that IC may assign theirs without consent to a related entity or a transferee of all or substantially all of its business or assets.

This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties. Neither party shall have any right or authority to assume or create any obligation on behalf of the other, except as may be expressly provided herein.

Notwithstanding anything to the contrary contained in this Agreement, IC will not be liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused by, directly or indirectly, forces beyond IC's control, including, without limitation, catastrophes or acts of God, acts of war or terrorism, changes in applicable laws or regulations, strikes, work stoppages, loss of key employees, interruptions, loss or malfunction of utilities or communication services. It is agreed that IC will use commercially reasonable efforts to resume performance of its obligations as soon as practicable under the circumstances.

If any provision or portion of this Agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

The parties acknowledge and agree that money damages are not an adequate remedy for a breach or threatened breach of the restrictions in our Agreement related to the intellectual property of the IC Services or our respective confidential information. The parties, therefore, agree that in addition to other remedies available hereunder, by law or otherwise, the parties shall be entitled to an injunction against any such breach by the other party.

This Agreement constitutes the complete understanding and agreement between you and IC and supersedes any other written, oral or agreement by conduct.

This Agreement, inclusive or your Sales Document, may be executed in any number of counterparts and each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.