
Terms and conditions under which this agreement is entered

1. Definitions for the purposes of these terms and conditions:

- 1.1 "North49" shall mean North49 Business Solutions Inc. and any subsidiary, branch, franchise or associated entity.
- 1.2 "Client" shall mean the entity or person for whom this contract has been prepared.
- 1.3 "North49 consultant" or "consultant" shall mean any person either in the employ of North49 or engaged by North49 to perform any service or supply any Goods on behalf of North49 to the Client.
- 1.4 "Services" shall mean any Services or related activities carried out by North49 or its subcontractors for the Client.
- 1.5 "Goods" shall mean computer hardware and/or software and/or any other items supplied by North49 to the Client.
- 1.6 These terms and conditions shall apply for as long as North49 provides Goods or Services to Client.
- 1.7 "Standard hourly rates" shall mean the hourly rate charged by North49 for Services rendered as amended periodically. A schedule of these rates is available from the North49 head office.
- 1.8 "Estimate" shall mean the hours that North49 anticipates it will take to complete the Services but this figure may vary.
- 1.9 "Service premises" shall mean the premises at which North49 is to render the Services.
- 1.10 "Disbursements" shall mean all Disbursements incurred by North49 and/or its consultants related to the performance of the Services. The Disbursements shall include the rate per kilometer of travel to and from the Service premises, parking costs, air fares, accommodation, meals, car rental and any other agreed cost as varied from time to time
- 1.11 "Overtime" shall mean Services performed by North49 to Client before 08h00 and after 17h00 on any weekday and at anytime on Saturdays, Sundays and Public Holidays.
- 1.12 "Overtime rates" shall mean the Standard hourly rate plus a surcharge of 33% in respect of Overtime performed on any weekday. The surcharge shall increase to 50% in respect of Overtime performed on Saturdays, Sundays and Public Holidays.
- 1.13 "Minimum charge" shall mean a charge equivalent to two hours at the Standard hourly rate.
- 1.14 "Interest rate" shall mean the prime overdraft rate of interest charged by Royal Bank of Canada from time to time to its most preferred customers.
- 1.15 "Connected person" shall mean a person associated with or employed by the client.

2. Goods and Services

- 2.1 North49 shall render the Services to the Client and shall supply the Goods to the Client.
- 2.2 The Services shall be rendered to the Client on an ongoing basis as required by the Client.
- 2.3 The Goods shall be supplied to the Client. Ownership in the Goods or the right to use the Goods shall pass to the Client on full payment for the Goods being received by North49 from the Client. Risk and profit in respect of the Goods shall pass to the Client on delivery of the Goods (returned Goods will not be accepted without prior written approval from North49 and will carry a handling fee of twenty percent of the retail price of the Goods).
- 2.4 Additional Goods and Services may be required over and above the Initial Goods and Services and these will be subject to the terms and conditions of this agreement.

3. Service fees and Disbursements

- 3.1 Client shall be charged by North49 for the Services at the Standard hourly rates, or on a project basis as agreed to in writing. Where Services are rendered Overtime, Services will be charged at the Overtime rates.
- 3.2 Client is in no way obligated to make use of North49 Services. As such, Client has control over service costs and North49 provides no guarantees that the service Estimate is accurate or correct.
- 3.3 North49 will charge Client for the travelling time that it takes the North49 Consultant to travel between North49's premises and the Service premises, both ways.
- 3.4 North49 shall charge Client for the Disbursements.
- 3.5 Client will be invoiced as per the terms of the proposal for Services rendered and Disbursements incurred. The invoices are due and payable upon presentation. Interest calculated after 30 days from the date of the invoice will be payable on all monies owing by Client to North49 at the Interest rate.
- 3.6 In the event of a dispute pertaining to time spent or amounts owing, client shall nevertheless make payment to North49 and may thereafter raise any issue for clarification, which must be done within a period of 5 days of payment.
- 3.7 Where the time taken to render Services is less than two hours including travel time, the Minimum charge will apply.

4 Goods

- 4.1 Invoices for Goods are due and payable upon presentation. Interest calculated after 30 days from the date of the invoice will be payable on all monies owing by Client to North49 at the Interest rate.
- 4.2 Goods are covered by the standard warranty offered by the developer or manufacturer of the Goods. North49 is not responsible for any defects in the Goods, whether latent or patent. Any time spent in good faith and Disbursements incurred by North49 in correcting any defects or problems relating to the Goods shall be chargeable to the Client on the basis set out in clause 3 above.

5. Acknowledgements and undertakings

Client gives the following acknowledgments and undertakings:

- 5.1 Where the Goods consist of standard computer software:
- 5.1.1 Documentation is available for inspection at North49's premises.
 - 5.1.2 The Goods are supplied in a complete and unmodified state unless otherwise specified.
 - 5.1.3 Client is satisfied with the functionality of the Goods being supplied.
- 5.2 North49 shall not be liable to the Client or any other person in respect of any harm, loss or damage suffered as a result of any act or thing arising out of or as a result of this contract.
- 5.3 North49 makes no express warranty or representation and none shall be implied and North49 does not assume any responsibility nor obligation to the Client or any other person in regard to the adequacy, condition or usefulness of the Services or the Goods, any and all liabilities, demands, expenses or damages, including special or consequential damages, incurred by the Client or any claim or recourse arising.
- 5.4 North49 invests substantial time and cost in training its Consultants and employees. Accordingly, Client undertakes that for a period of twelve months after the termination of this contract or at any time whilst North49 provides Client with Services, neither Client nor any Connected person shall make any offer of employment or employ or engage in a personal capacity any present or past employee or consultant of North49 where that consultant or employee was engaged by North49 during this contract. Should Client breach this undertaking, it agrees to pay to North49 upon such breach an amount equivalent to the gross annual salary (including any commissions or other payments) made to such employee or gross annual payment made to such consultant by North49 as calculated immediately prior to the breach.
- 5.5 North49 is not responsible for any computer hardware or software not supplied by North49 to the Client. North49 is not responsible in any way for the safekeeping of Client data or program files. North49 makes no warranties or indemnities in this regard.
- 5.6 North49 has not carried out a full needs analysis for the Client. Accordingly, North49 makes no guarantees or warranties concerning the Goods and Services and whether they meet the specific needs of the Client.
- 5.7 Where Client is purchasing Goods which include packaged software, North49 will set up the software on behalf of the Client. Whenever North49 is required to do so, North49 will act as an agent for Client. Any copyright declarations made by North49 shall be made in its capacity as an agent for Client and Client hereby authorises North49 to make any such declarations on its behalf and ratifies any such declarations.
- 5.8 For as long as North49 provides a service to Client, only a North49 consultant may work on the Client system. Should Client elect to use another service provider, notice must be given to North49 in writing prior to engaging another service provider.

6. General

- 6.1 All pricing reflected is exclusive of all taxes.
- 6.2 All pricing is subject to the right of the distributor to alter prices without notice.
- 6.3 Where Goods and/or Services are to be supplied outside of Canada, all duties, taxes and transport/insurance costs would be for Client account.
- 6.4 These terms and conditions and the terms and conditions of the North49 End User License Agreement constitute the entire terms and conditions between the parties and no representations, terms, conditions or warranties have been made other than those contained in this contract.
- 6.5 No contract varying or canceling this contract shall be effective unless it is reduced to writing and signed by the parties.
- 6.6 The proper law of this agreement shall be the law of the Province of British Columbia, whose court shall have the exclusive jurisdiction to interpret this agreement or determine any dispute arising out of the performance of this agreement., and Client further consents that North49 shall have the right to institute such legal proceedings in the High Court at North49's sole discretion.
- 6.7 In any proceedings instituted in any court by North49 in respect of any money owing to North49, North49 shall be entitled to recover legal costs incurred by it on the scale of Attorney and own Client and interest in respect of any moneys outstanding at the Interest rate.