

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is between **9376-9974 QUEBEC INC.** a corporation under the laws of the Province of Quebec having a place of business at {REDACTED: confidential information} (“Provider”)

-AND-

{REDACTED: confidential information} a company incorporated under the laws of the Province of British Columbia having its registered office at {REDACTED: confidential information} (“Customer”).

The parties agree as follows:

1. SERVICES

1.1 **Provision of Services:** The Customer requests and Provider shall provide to the Customer the services and equipment described in Schedule A attached hereto (the “Services”).

2. CHARGES

2.1 **Charges and Taxes:** The Customer shall pay the charges as listed in Schedule A as amended by section 3.4 in the case of a renewal (collectively the “Charges”). The Customer shall also pay applicable commodity taxes, including all sales, retail, use, goods and services, value-added, excise and similar taxes levied or assessed by any Government authority, as well as surcharges for foreign taxes and withholding, if any (collectively, “Taxes”). The Services shall be invoiced on the first of each month for the Services to be rendered during that month with payment terms of net 30 days with prior credit approval unless stipulated otherwise in any Service Schedule. The first month’s payment is due at the signing of this Agreement. If any legislation authorizes the Customer to purchase Services pursuant to this Agreement without the payment of commodity taxes, Customer agrees to supply Provider with evidence of such authorization. Any incident of late payment shall entail suspension of the Services, should the Customer fail to remedy the late payment within a delay of five (5) business days following the delivery of a written notice to the Customer requesting payment of the amount that is due and owing. Notwithstanding anything contained herein, Provider reserves the right to pass along to Customer any increases in the costs of its service provides, including but not limited to electricity, which increase will be applicable immediately.

2.2 **Late Payment Charges:** Invoiced Charges and Taxes are subject to a late payment charge (“Late Payment Charge”) at the rate specified in the invoice, which rate may vary from time to time, calculated from the invoice date, if not paid within 30 days of the invoice date. Customer will be responsible for the payment of all costs reasonably incurred by Provider in collecting or attempting to collect any unpaid Charges or Taxes or Late Payment Charges. Except as provided elsewhere in this Agreement, all payments made by Customer will be non-refundable.

2.3 **No Withholding, Deduction or Set-Off:** Customer shall not withhold or deduct any amounts from, or set-off amounts owed by Provider to Customer against, any amounts invoiced by Provider for Charges, Taxes or Late Payment Charges.

2.4 **Credits:** The Customer shall notify Provider within 90 days of the date of the applicable invoice, of any charges that should not have been billed or that were over-billed. If Provider confirms that those charges should not have been billed or were over-billed, Provider will credit the Customer for those charges.

3. TERM

3.1 **Term of the main body of this Agreement:** The term of this Agreement (the “Agreement Term”) will begin on the later of the date it is signed by the Customer and the date it is signed by Provider. It will expire or terminate on the date that the Service Term (as defined in **Section 3.2**) expires or terminates.

3.2 **Renewal Term(s):** Unless the Customer or Provider gives a notice of non-renewal to the other party as described in **Section 3.3**, the Agreement Term will automatically be renewed at the end of the Schedule Term on the same terms and conditions for a further one year. Each renewal period described above is defined as a “Service Renewal Term”. The Schedule Term and any Service Renewal Term(s) are collectively referred to as the “Service Term”. Provider may change the Charges for a Service Renewal Term by providing the Customer with at least ninety (90) days advance written notice (subject to Section 2.1) of the change before the end of the then current ScheduleTerm or Service Renewal Term, as the case may be.

3.3 **Notice of Non-Renewal:** Either party may send to the other party a written notice, at least sixty (60) days in advance of the expiration of the relevant Service Term.

4. TERMINATION

- 4.1 **Early Termination by Customer:** Customer may terminate this Agreement at any time before the end of the relevant Service Term by giving notice of termination to Provider at least 90 days before the proposed early termination date. If Customer terminates this Agreement under this Section, the Customer shall pay to Provider all Charges, Taxes and Late Payment Charges due up to the date of termination. Customer shall also pay to Provider a fixed early termination charge which shall be equal to 3 months of MRC (at the then-current rate) if this Agreement is being terminated in the first 12 months of the Agreement Term, 2 months of MRC (at the then-current rate) if this Agreement is being terminated after the 12th month of the Agreement Term but before the 25th month, and 1 month of MRC (at the then-current rate) if this Agreement is being terminated after the first 24 months of the Agreement Term (the “Termination Charge”), plus Taxes and applicable fees on the Termination Charge. The Termination Charge is liquidated damages and consideration for the Services and are not a penalty. The parties acknowledge that the Termination Charge is a reasonable pre-estimate of the damages that would be anticipated to be suffered by Provider upon termination.
- 4.2 **Termination for Cause:** Either party may terminate this Agreement, or Provider may suspend the Services in whole or in part, by giving notice in writing to the other party, upon the occurrence of any of the following: (i) the other party materially defaults with respect to a material obligation under this Agreement or the applicable Schedule and does not remedy that default within ten (10) days after receiving written notice of the default; or (ii) the other party enters into a compulsory or voluntary liquidation, or convenes a meeting of its creditors or has a receiver appointed over all or any part of its assets or takes or suffers any similar action in consequence of a debt, or ceases for any reason to carry on business. Provider has certain additional rights of termination as provided under this Agreement. Customer’s failure to pay any invoiced Charges, Taxes or Late Payment Charges when due is a material default with respect to a material obligation.
- 4.3 **Charges Payable:** On the termination of this Agreement for any reason, all payments required to be made to Provider by the Customer under the Agreement, as applicable, shall be due and payable immediately, and Provider may apply any prepaid amounts by Customer towards any other amount payable by Customer. Termination of this Agreement shall not relieve the Customer from any liability, including amounts owing, which accrued before the termination became effective. Customer will not be required to pay Termination Charges if Customer terminates this Agreement in accordance with Section 4.2.
- 4.4 **Additional Termination Rights:** Provider may terminate this Agreement immediately without notice in the event of a change of Control of the Customer or other assignment of this Agreement by the Customer without the prior written consent of Provider as provided in Section 12.3. “Control” means control, as defined in Section 2(3) of the Canada Business Corporations Act and includes control “directly or indirectly in any manner whatever”, as defined in Section 256(5.1) of the Income Tax Act (Canada).
- 4.5 **Collaboration:** In the event of the termination of the present Agreement for any reason, the parties hereby agree to collaborate with each other and with their respective suppliers in order to facilitate the migration of material resources and/or to carry out any other adjustment required to transfer the Services to another supplier or to the Customer’s Site. Such collaboration may be subject to reasonable charges which shall be notified to the other party in advance.
- 4.6 **Default:** In the event that Customer fails to perform or fulfill any obligations under this Agreement or fails to remedy in the event of default as provided in section 4.2 herein, Provider may at Provider’s option (a) cure such default and the cost of such action may be added to Customer’s financial obligations under this Agreement; or (b) as permitted by law, take possession of Customer’s Equipment being hosted by Provider at the time of default. Provider may, at its option, hold Customer liable for any difference between any amount that would have been payable under this Agreement during the balance of the unexpired term of the Agreement.

5. **SERVICE OBLIGATIONS**

- 5.1 **Service Commitments:** Provider undertakes to put into place all that is necessary to ensure the continuity and quality of its Services. Provider shall provide each Service in accordance with this Agreement and shall employ the highest degree of care in accordance with industry standards, subject to the Force Majeure provisions contained in Section 10.
- 5.2 **Rights and Remedies:** All of Customer’s rights and remedies relating to Provider’s failure to satisfy its obligations under this Agreement, including credits, refunds or rights of termination, are set out in the relevant Schedule. These rights and remedies are subject to the limitations of liability set out in Section 7 and are the only remedies for Provider’s failure to meet a service level agreement or for a service interruption.
- 5.3 **Disclaimer:** Customer acknowledges that Provider does not warrant (i) uninterrupted or error-free Services, or (ii) the content, availability, accuracy or any other aspect of any information including all data, files and all other information or content in any form, accessible or made available to or by the Customer or End Users (as defined in Section 6.1 below) through the use of the Services. During a Service Term, Provider may migrate a Service to an alternative service or technology as long as the alternative service or technology provides similar functionality for the Service. The definition of “Service” includes the alternative service. Provider shall not be responsible if any changes in the Services affect the performance of equipment, hardware or software other than Provider provided equipment or cause it to become obsolete or require modification or attention. Provider shall provide the

Customer with a 60-day prior notice of any such change. Customer acknowledges that Provider may interrupt the Services in case of emergency, in order to provide maintenance in respect of the Services.

5.4 **WAIVER:** THE WARRANTIES PROVIDED IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES AND CONDITIONS. THE CUSTOMER WAIVES ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AVAILABILITY OR RELIABILITY OF THE SERVICES.

6. **CUSTOMER OBLIGATIONS**

- 6.1 In addition to any other obligations of the Customer under this Agreement, the Customer shall:
- (a) be responsible for the supply (including obtaining necessary licenses and authorizations), installation and maintenance of any equipment or software that is necessary to receive the Services, and ensure that the equipment is installed, maintained and stored in a manner and in an environment that conforms to the manufacturer's specifications and any specifications provided by Provider;
 - (b) be responsible for use of the Services by any of its employees, officers, directors, agents and its end users (collectively, "End Users"), and take all necessary measures to ensure that the End Users use the Services in accordance with the terms and conditions of this Agreement;
 - (c) comply and cause its End Users to comply with any third-party software license terms and conditions for software used by the Customer and/or its End Users in connection with the use of the Services;
 - (d) not tamper with, alter or otherwise rearrange the Services;
 - (e) not use or abuse the Services, or permit or assist others to do so in any manner that interferes with the Services or the provision of them, or with the networks of Provider or any of Provider's Providers or with access to those networks by other users;
 - (f) not use or abuse the Services, or permit or assist others to do so for any purpose or in any manner that directly or indirectly violates the terms of this Agreement, applicable laws or any third party or Provider rights;
 - (g) ensure that at all times, during the Agreement Term, Customer is a business entity duly organized and validly existing and in good standing under the laws of its jurisdiction of organization.
 - (h) Comply with all Federal laws of Canada (Including; Corruption of Foreign Public Officials legislation, The Criminal Code, Anti-Money Laundering and Anti-Terrorist Financing legislation) the laws of Quebec (Including; Applicable securities legislation, Gaming Control legislation) and if the customer is on the Canada Economic Sanctions List or the Public Safety – Listed Terrorist Entities.
- 6.2 Provider is not liable for any failure to provide the Services in accordance with this Agreement that arises from Customer's failure to comply with any of the obligations set out in this agreement. Also, if a Customer's failure to comply with any of the obligations in Section 6 materially adversely affects Provider, the Services or other customers' ability to receive services from Provider, Provider may take all actions which it reasonably considers necessary to address that material adverse effect including the immediate suspension of or restriction on the use of the Services.

7. **LIMITATION OF LIABILITY**

- 7.1 **NO LIABILITY FOR CERTAIN DAMAGES:** PROVIDER IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES (EXCLUDING LOST PROFITS, ANTICIPATED OR LOST REVENUE, LOSS OF DATA, LOSS OF USE OF ANY INFORMATION SYSTEM, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS, OR ANY THIRD PARTY CLAIM), WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. NOTWITHSTANDING THE FOREGOING, **PROVIDER LIABILITY FOR LOST PROFITS IS LIMITED TO THE PRECEDING 3 MONTHS CUSTOMER PAYMENTS FOR THE PROVISION OF SERVICES LESS 3 MONTHS PRECEDING ELECTRICITY FEES PAID BY PROVIDER IN RELATION TO THE PROVISION OF SUCH SERVICES.** PROVIDER AND THE PROVIDER PROVIDERS ARE NOT LIABLE FOR, AND CUSTOMER SHALL BE LIABLE FOR, (I) THE USE OF THE SERVICES PROVIDED BY PROVIDER IN COMBINATION WITH SERVICES, PRODUCTS OR EQUIPMENT PROVIDED BY THE CUSTOMER OR ANY THIRD PARTIES, (II) THE FAILURE BY THE CUSTOMER TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, (III) CUSTOMER'S OR ANY OF ITS END USER'S USE OF THE SERVICES OR TRANSMISSION OF CONTENT (AS DEFINED IN SECTION 9), OR (IV) CLAIMS AGAINST PROVIDER OR A PROVIDER PROVIDERS BY AN END USER IN CONNECTION WITH THE SERVICES.
- 7.2 **CUSTOMER PROPERTY:** PROVIDER SHALL NOT BE HELD RESPONSIBLE FOR DATA, SOUND, TEXT, IMAGES, ELEMENTS OF FORM, AND APPLICATIONS THAT ARE STORED ON THE CUSTOMER'S EQUIPMENT.

- 7.3 **FUNDAMENTAL BREACH:** SECTION 7 OF THIS AGREEMENT SHALL APPLY EVEN IF THERE IS A BREACH OF AN ESSENTIAL OR FUNDAMENTAL TERM OR A FUNDAMENTAL BREACH OF THIS AGREEMENT.
- 7.4 **LIMITATIONS FAIR AND REASONABLE:** CUSTOMER AGREES THAT THE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION ARE FAIR AND REASONABLE IN THE COMMERCIAL CIRCUMSTANCES OF THIS AGREEMENT AND THAT PROVIDER WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR THE CUSTOMER'S AGREEMENT TO LIMIT PROVIDER'S AND THE PROVIDER PROVIDERS' LIABILITY IN THE MANNER, AND TO THE EXTENT, PROVIDED FOR IN THIS SECTION.

8. **CONFIDENTIAL INFORMATION**

- 8.1 **Definition of Confidential Information:** For the purposes of this Agreement, Confidential Information means all information relating to the business and operations of either party, including, without limitation, equipment, software, designs, methods, procedures, processes, technology, programs, inventions, applications, configurations, product or service specifications, prices, price lists, customer lists, costing, contracts, marketing plans, profits, profit margins, financial information and all other information identified as confidential at the time of disclosure or that a reasonable person would consider, from the nature of the information and the circumstances of disclosure, to be confidential information. Such confidential information includes original information as well as all copies and any reports, analyses, products and other materials derived therefrom;
- 8.2 **Use of Confidential Information:** The parties hereby undertake to use and protect the Confidential Information as follows:
- (a) The parties hereby undertake to use the Confidential Information provided strictly for the purposes of this Agreement and shall not to divulge, either directly or indirectly, any of the Confidential Information to any individual within their respective organizations or any third party, except on a need to know basis;
 - (b) Neither party will make use, in any manner whatsoever, whether directly or indirectly of the disclosed Confidential Information for its own gain or to personally profit therefrom.
 - (c) The parties hereby undertake to use the same degree of care in protecting the discloser's Confidential Information as they would employ in connection with their own Confidential Information, but in no event shall either party use less than reasonable diligence in this regard;
 - (d) Upon the request of the discloser or upon the termination of the business relationship between the parties, the recipient of Confidential Information shall promptly return all the Confidential Information, howsoever recorded, that are in the recipient's possession, or under its control, or shall immediately destroy all such documents and furnish the discloser with written certification of their destruction.
- 8.3 The parties hereby acknowledge and confirm that any breach of the confidentiality obligations will cause to the non-breaching party such irreparable harm and prejudice that cannot be fully compensated in damages and therefore, the breaching party hereby consents to the non-breaching party seeking injunctive relief.
- 8.4 **Consent:** Consent to disclose information kept by Provider regarding the Customer may be taken to be given by the Customer where the Customer provides written consent, electronic confirmation via the Internet or consent through other methods, as long as an objective document record of Customer consent is provided by the Customer or an independent third party.
- 8.5 **Survival:** The parties hereby agree their obligation of confidentiality will survive the termination of this Agreement.

9. **CONTENT**

Customer acknowledges that Provider does not own or have any control over the content, availability, accuracy or any other aspect of any information, data, files, pictures or content in any form or any type (collectively, the "Content") accessible or that may be available to or by the Customer or its End Users through the use of the Services. Provider does not monitor the use of the Services by the Customer or its End Users, unless monitoring is provided as part of a Service and explicitly set out in a Schedule and has no control over the Customer's or its End Users' use of the Services. However, Provider will be entitled to electronically monitor the Services from time to time and disclose any information that is necessary to satisfy any law, regulation or lawful request or as necessary to operate the Services or to protect the rights or property of itself or others that are directly related to providing the Services.

10. **FORCE MAJEURE**

If there is a default or delay in a party's performance of its obligations under this Agreement (except for the obligation to make any payments under this Agreement), and the default or delay is caused by circumstances beyond the reasonable control of that party including but not limited to fire, flood, earthquake, elements of nature, acts of God, epidemic, explosion, power failure, war, terrorism, revolution, civil commotion, acts of public enemies, law, order, regulation, ordinance or requirement of any government or its representative or legal body having jurisdiction, or labour unrest such as strikes, slowdowns, picketing or boycotts, then that party shall not be liable for that default or delay, and shall be excused from further performance of the affected obligations on a day-by-day basis, if that party uses commercially reasonable efforts to expeditiously remove the causes of such default or delay in its performance.

11. INSURANCE

- 11.1 **General Commercial Liability Insurance:** Customer will maintain, at its expense, during the entire term of the present Agreement and any renewals thereof commercial general liability insurance including premises or operations, broad form property damage, independent contractors, and contractual liability covering its obligations hereunder for bodily injury and property damage, with a combined single limit of not less than \$5,000,000 for each occurrence. Customer shall furnish certificates of insurance annually to the Provider as evidence of this required insurance. Customer shall provide "tail coverage" for claims made for a minimum of one year following the expiration or earlier termination of this Agreement (and such coverage shall be expressly set forth in the applicable certificate of insurance). Provider and its respective officers, directors, employees, agents and invitees, shall be included as additional insureds for the commercial general liability coverage required to be maintained by Customer under this Agreement. Provider will maintain, at its own expense, general liability insurance for its property and its equipment for the duration of the Agreement.

12. GENERAL PROVISIONS

- 12.1 **Performance of Obligations:** Provider may perform its obligations under this Agreement through its affiliates, agents, suppliers or subcontractors (the "Provider Providers"), but Provider shall not be relieved of its obligations by using the Provider Providers. For the avoidance of doubt, the Provider shall be liable for any damages arising out of action of the Provider Providers.
- 12.2 **Entire Agreement; Amendment:** This Agreement is the entire agreement between the Customer and Provider with respect to the subject matter, and supersedes all prior agreements, understandings, commitments, undertakings, representations, negotiations and discussions on the subject matter, whether written or oral. There are no conditions, agreements, representations, warranties or other provisions, express or implied (including through course of dealing), collateral or otherwise, relating to the subject matter of this Agreement, which induced either party to enter into this Agreement or on which either party places any reliance, other than those set forth in this Agreement. If the Customer issues a purchase order or other document for the Services, it will be considered to be for the Customer's internal use only and any provisions contained herein shall not amend or be used to interpret this Agreement. This Agreement shall not be amended other than by an instrument in writing signed by both parties and stating that the parties expressly intend to amend this Agreement.
- 12.3 **Assignment:** Neither party may assign this Agreement in whole or in part without the prior written consent of the other party, not to be unreasonably withheld, however Provider may assign this Agreement, in whole or in part, to any of its subsidiaries, associates or affiliates. A change of Control of the Customer shall be considered an assignment which would require the prior written consent of Provider. Notwithstanding the foregoing, an assignment by Customer shall be contingent upon Provider determining the Customer's assignee to be credit worthy and in compliance with any eligibility criteria for the Services.
- 12.4 **Interpretation:** In this Agreement, the headings are for convenience of reference only and shall not affect its construction or interpretation.
- 12.5 **Currency:** Unless otherwise specified, all dollar amounts referred to in this Agreement are expressed in Canadian dollars.
- 12.6 **Waivers:** No waiver of any provision of this Agreement shall bind a party unless consented to in writing by that party. No waiver of any provision of this Agreement shall be a waiver of any other provisions, nor shall any waiver be a continuing waiver, unless otherwise expressly provided in the waiver.
- 12.7 **Notice:** All notices provided for shall be given in writing and delivered by personal delivery, prepaid first class registered or certified mail, by email or by facsimile. Notices delivered by facsimile shall be considered to have been received upon the sender obtaining a bona fide confirmation of such delivery. The address for notice shall be (i) for the Customer, the address to which Provider sends the Customer's invoices to the attention of the Customer's authorized signatory; and (ii) for Provider, to the business address and attention of the Provider sales representative for the Customer. Customer shall notify Provider of a change in its billing address and any change in its corporate name or any business or trade name used in connection with the Services.
- 12.8 **Severability:** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, the other provisions of this Agreement shall not be affected or impaired, and the offending provision shall automatically be modified to the least extent necessary in order to be valid, legal and enforceable.
- 12.9 **Independent Contractors:** The present Agreement does not create nor is it intending to create a joint-venture, partnership or other form of association and neither party shall have the power to bind the other. The Customer and Provider shall remain at all times independent contractors and neither party may represent the other.
- 12.10 **Language:** The parties have requested that this Agreement and all correspondence and all documentation relating to this Agreement be written in the English language. Les parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relatives à cette entente, soient rédigées en langue anglaise.
- 12.11 **Third Party Beneficiaries:** Nothing in this Agreement, express or implied, shall or is intended to confer on any other person, firm or enterprise, any rights, benefits, remedies, obligations or liabilities of this Agreement, other than the Parties, their respective successors or permitted assigns.

- 12.12 **Non-Solicitation:** The Customer undertakes throughout the Agreement Term and any renewals thereof not to hire an employee of Provider working in the domain similar to the services offered herein. The Customer further undertakes not to solicit or encourage an employee of Provider to leave his/her job at Provider to work with Customer. The following restriction shall not apply to any employee of Provider who responds to a general offer of employment.
- 12.13 **Applicable Law:** The present Agreement t is governed and interpreted in accordance with the laws in force in the Province of Quebec and the federal laws applicable therein and any proceeding to be taken between the parties shall be submitted to the courts of the Judicial District of Montreal having exclusive jurisdiction herein.

9376-9974 QUEBEC INC.

by {REDACTED: confidential personal
information}

{REDACTED: confidential personal
information}
Title: Chief Operating Officer

{REDACTED: confidential customer
information}

by {REDACTED: confidential personal
information}

Name: {REDACTED: personal customer
information}
Title: {REDACTED: confidential
customer information}

SCHEDULE A –SERVICES

This Schedule to the Master Services Agreement (the “MSA”) between **9376-9974 QUEBEC INC.** (“**Provider**”) and the Customer for the provision of the services as described herein below (the “**Services**”). The Services are to be rendered subject to the terms and conditions set forth in the MSA and in this Schedule. Unless otherwise defined in this Schedule, capitalized terms shall have the meaning ascribed to them in the MSA. Notwithstanding anything in this Schedule to the contrary, nothing shall be deemed to restrict in any way the limitation of liability provisions contained in the MSA.

1. STANDARD SERVICES

1.1 **Space and HVAC**

- (a) Dedicated floor space at the Site (as defined in section 3 of this Schedule hereinbelow) for equipment and storage;
- (b) Floor space may be reserved for later occupancy. If requested by another customer, reserved space increments must either be occupied or released or will be charged as space occupied by the Customer (“Customer Space”);
- (c) Heating, ventilation, air conditioning, and fire suppression facilities;
- (d) Provider, on a best efforts basis, to supply sufficient cooling in accordance with industry standards;

1.2 **Power**

- (a) Sufficient electrical power whips will be installed to support Customer load;
- (b) Customer shall purchase a set amount of committed power, as specified below in Section 5.3.1;
- (c) **Base Capacity Reservation Fee:** Provider will bill Customer the applicable base capacity reservation fee indicated in section 5.1 starting in the month in which the capacity is made available to the Customer. This base capacity reservation fee is billed regardless of whether or not Customer elects to keep the equipment powered on or off.
- (d) The Customer acknowledges that purchased power is not used exclusively by its cryptocurrency miners (the “Customer Equipment”), but also by supporting equipment including, but not limited to cooling.
- (e) **Limitations & Remedy:** If Customer exceeds its power commitment, and by so doing jeopardizes the integrity of the site and Provider’s ability to provide power and cooling to other customers, Provider reserves the right to shut down power to Customer’s space thereby limiting the total available power for consumption to a level at or below Customer’s original allocation. Additionally, should any action be taken on behalf of Customer, either deliberately or inadvertently, impact the overall integrity of the site and/or Provider’s ability to provide power & cooling to other customers, Provider reserves the right to shut down power to Customer’s space while still maintaining the integrity of this Schedule.

1.3 **Physical Security:**

- (a) On-site staff 24/7;
- (b) Controlled access to data centre;

1.4 **Other:**

- (a) Access to temporary storage;
- (b) Access to one (1) CAT5E for Internet connectivity;
- (c) Access to sufficient steel shelves to store Customer equipment.

2. OPTIONAL SERVICES

- 2.1 The Provider can provide additional optional Services (the “Optional Services”) at additional charges to be agreed upon in writing between Provider and Customer in advance of the provision of such Optional Services.

3. PROVIDER SITE

Site Name	Address
{REDACTED: confidential location information}	{REDACTED: confidential location information}

4. TERM

- 4.1 **Schedule Term:** This Schedule shall be effective on July 15th, 2018 (the “**Effective Date**”) and it shall remain in force for 36 months (the “**Schedule Term**”).
- 4.2 **Use of Services Beyond Service Term:** If Customer has sent a notice of non-renewal but for any reason continues to receive and use any Services after the expiry of the Initial Service Term or final Service Renewal Term, the terms and conditions of the Service Schedule and the MSA shall continue to apply for so long as Customer receives the Services, except that the Charges

shall be the monthly term charges for the Services in effect.

5. MONTHLY CHARGES AND SERVICE CHARGES

5.1 **Monthly Charges and Service Charges:** Throughout the Initial Service Term, the Customer shall pay to Provider the monthly recurring charges (the “MRC”) for the Services set out below and any applicable charges, including but not limited to features and installation charges. Taxes are not included in the rates set out below and shall be the responsibility of the Customer.

5.2 **Security Deposit:** upon execution of this Schedule of Services, Customer shall deliver to Provider a deposit equal to one (1) month MRC (the “Security Deposit”). which will be promptly returned to Customer upon expiration or termination of this Agreement or applied against the MRC then due. In the event Provider needs to utilize all or any part of the Security Deposit, Customer agrees to replenish the Security Deposit within five (5) business days. Provider will not have any obligation to perform any Services hereunder unless and until Provider receives the Security Deposit.

5.3 {REDACTED: confidential location information} **Site**

5.3.1 **MRC**

Service Description	MRC per Unit	Quantity	Total MRC
Base Capacity Reservation Fees (kW)	{REDACTED: confidential pricing information}	{REDACTED: confidential pricing information}	{REDACTED: confidential pricing information}

(1) Subject to section 2.1 of the MSA

5.3.2 Professional Services

Description	Hourly Charge
Remote Hands Charges (Business Hours)	\$50 per hour, minimum 15-minute increments
Remote Hands Charges (After Business Hours)	\$100 per hour, minimum 15-minute increments

6. EARLY TERMINATION BY CUSTOMER

Intentionally deleted due to duplication

7. COMMUNICATION

7.1 The Customer undertakes to provide Provider with a single point of contact (“SPOC”) possessing full authorization to request any Services from Provider, including access cards, electrical circuits, telecommunication circuits, and delivery of equipment and support services. The SPOC shall also name Designated Representative(s) to act on his/her behalf if the situation so requires. The names of such Designated Representatives and any changes thereto will be forwarded to Provider.

7.2 For the purposes of the present Agreement, the SPOC is:

Full Name	{REDACTED: confidential personal information}
Title	
Address	
Telephone Number (Primary)	
Telephone Number (Secondary)	
Fax Number	
E-mail Address	

8. TERMS OF USE

8.1 **Use of the Site:** Customer shall use the Service solely for the purposes of installing, maintaining and operating Customer’s Equipment within the Customer Space. Customer shall use the Site, excluding the Customer Space, solely for the purpose of accessing the Customer Space. Customer shall not use the Customer Space, or allow access thereto or use thereof, except in

accordance with the terms of this Agreement. Customer shall not interfere, or allow the operation of its equipment to interfere, with Provider or any other user of the Site. Customer shall indemnify Provider for any liability, cost, loss, expense, or claim arising from Customer's interference with, or damage to, Provider's, or any other user's equipment at the Site, and to the Site, caused directly or indirectly by Customer, its agents, contractors or invitees.

- 8.2 **Damaged Customer Space:** If a Customer Space is damaged beyond economic usefulness, to be determined in Provider's reasonable discretion, or is legally condemned, Provider may terminate Customer's use of such Customer Space without further liability of either Party.
- 8.3 **Customer Space Relocation and Rearrangement:** Provider reserves the right to utilize the space within the Site in such a manner as will best enable Provider to fulfill its overall Service requirements. Provider may, at any time, relocate or rearrange Customer Space within the Site if Provider, in its sole discretion, determines that such relocation or rearrangement is necessary. Any such relocation or rearrangement will be implemented in accordance with a plan mutually agreed upon by Provider and the Customer and at Provider's expense. If Provider determines, that it is necessary to relocate the Customer Space to another location, Customer shall be given thirty (30) days' written notice of such relocation (at Provider's expense) and will have the right to terminate the affected agreement without Termination Charges immediately after the date of the notice from Provider, if the proposed relocation does not meet the Customer's service requirements. In the event that the Customer Equipment is relocated, the term "Customer Space" wherever it appears in this Schedule shall, as of the date of relocation, refer to the Customer Space as relocated.
- 8.4 **Title to Equipment:** Except as otherwise provided herein, Customer Equipment shall remain the sole property of Customer. Customer expressly disclaims any right, title or interest in or to any of Provider's equipment or property, or in that of any of Provider's affiliates, associates, customers or agents, whether located in the Customer Space, the Site or elsewhere. Customer agrees to provide to Provider from time to time during the Term, and when requested by Provider, an up-to-date listing of all of Customer Equipment located in the Customer Space.
- 8.5 **Installation of Customer Equipment:** Installation of Customer Equipment by or for Customer shall be performed in accordance with Provider's installation policies and specifications. Customer shall comply with all seismic and other requirements of applicable federal, provincial, regional, municipal or other local codes. All Services provided at each Customer Space shall be under the direction and instruction of Customer's personnel, and Customer accepts sole responsibility for services performed by it or on its behalf and agrees to pay Provider for such services when they are provided by Provider as set forth herein. All costs and expenses incurred in connection with the installation of Customer Equipment shall be the sole responsibility of Customer.
- 8.6 **Restrictions on Installation of Third Party Equipment and Services:** Customer shall only be permitted to install or receive third party equipment and services in the Customer Space with the prior express written consent of Provider, which Provider may not unreasonably withhold, delay or condition. Upon such consent, Customer shall only use the third party equipment to operate Customer's communications system. In no event shall Customer grant the third party any right to use the Customer Space, and therefore, no relationship of landlord and tenant shall be created. Customer agrees to provide to Provider from time to time during the Term, and when requested by Provider, an up-to-date listing of all third party equipment located in the Customer Space, including for each item of equipment (i) the name and address of the legal owner, (ii) the manufacturer, and (iii) the serial number or other unique identification number.
- 8.7 **Removal of Equipment:** Within fifteen (15) days of expiration or earlier termination of this Agreement, Customer shall remove the Customer Equipment and other personal property from the Customer Space at Customer's expense. If Customer fails to remove its equipment and other personal property from the Customer Space within thirty (30) days following the date of expiration or other date of termination of the applicable Service Term, Provider may remove such items at Customer's sole cost and expense. Customer shall, at its expense, surrender the Customer Space in its original condition, reasonable wear and tear excepted. Without limiting the foregoing, Customer shall, at its sole cost and expense, remove all alterations, additions and improvements made or installed by or for Customer in the Customer Space.
- 8.8 **Site Access:** Customer shall be provided reasonable access to the Customer Space subject to all rules, regulations and requirements imposed by Provider including the following: (i) The Customer shall be provided with access cards to the Customer Space. The cost to Customer for additional access cards shall be at Provider's then current rate for such cards; and (ii) All individuals entering the Site at the direction of Customer shall at all times display appropriate identification and shall display it prominently upon their person.
- 8.9 **Acceptance by Customer:** Customer's installation of equipment shall be conclusive evidence that Customer accepts the Customer Space, and that the Customer Space is suitable for the use intended by Customer and is in satisfactory condition.
- 8.10 **Customer Maintenance:** Customer, at its own cost and expense, shall protect, maintain and keep in good order the Customer Space and all equipment in the Customer Space. Customer shall ensure that neither Customer nor its agents, contractors or invitees damage any part of the Site, Customer Space, nor any equipment located in or about the Site. Customer shall not allow any debris or supplies to be left in or about the Site. Customer shall not maintain or permit any nuisances or violations of laws or of governmental or underlying rights provider rules, regulations or ordinances with respect to the Site. Customer shall ensure that its employees, agents and invitees shall not permit or allow any explosive, flammable or combustible material or any

hazardous or toxic materials, as defined under provincial, federal or local laws or regulations, to be located in or about the Site without Provider's prior written consent, and then only in compliance with all applicable laws and regulations.

8.11 **Compliance:** All maintenance, installation, interconnection, addition, upgrade, modification or other alteration within the Customer Space shall comply with all manufacturers' specifications, all landlord and Provider's requirements, and all local, provincial, federal and other governmental rules, regulations, and codes, and shall meet all industry quality assurance standards.

8.12 **Additional Events of Termination:** In addition to the other provisions of this Agreement relevant to default, the occurrence and continuance of any one of the following events after the delay set out in section 4.2 of the MSA, shall constitute a default and breach: (i) Customer is not permitted to make any material alteration to the Customer Space, install any equipment outside of the cabinets mentioned in this Agreement or perform any construction without first obtaining Provider's written approval. A material alteration includes but is not limited to erecting signs or devices on the exterior of the storage cabinet; (ii) Customer's vacation or abandonment of the Site; (iii) Customer's unauthorized interconnection with or transfer of the use of the Customer Space; (iv) Customer's interference with Provider or any other user of the Site; (v) Customer's inappropriate use of the Customer Space or Site that puts the integrity of the Site at risk, as determined by Provider acting reasonably; (vi) Provider fails to maintain the Customer Space in good working order for the Customer's reasonable needs; or (vii) Provider fails to provide reasonable access to Customer Space. Upon default by Customer or Provider, the harmed party may, after notice as provided for in section 4.2 of the MSA, in addition to any other right or remedy available hereunder, or at law or in equity, terminate this Schedule and/or the MSA upon written notice, in whole, and remove all of Customer's Equipment from the Customer Space and/or store the same at Customer's expense. Any equipment so removed and/or stored will be returned to Customer upon payment in full of all removal and storage costs and of all Charges and charges due and owing to Provider. Storage charges due to Provider will be a minimum of \$200.00 per day. It is understood that all of Provider's obligations of confidentiality and security of the data and of the equipment will continue to apply during such storage period. If within thirty (30) days following such equipment removal, Customer has not requested the return of its equipment and paid any sums owed, then Provider may, without prejudice to any other rights or remedies, exercise all the rights of ownership over such equipment including the right to sell the same and retain possession of any sale proceeds.

8.13 **SERVICE LEVEL GUARANTEES:**

Disruption of Power: In the event that electricity is unavailable at the Site for more than twenty four (24) hours during a calendar month, the Customer MRC will be reduced proportionately based on the number of hours that electricity was not available ("Downtime"). For example, if power is unavailable for a total of 24 hours during a month containing 30 days, the customer MRC will be reduced by 1/30th (3.33%). Notwithstanding the foregoing, it shall not be deemed to be Downtime if electricity is unavailable at the Site for any of the following reasons: (i) recommendations or orders from fire departments or emergency services; (ii) outages resulting directly or indirectly from a service interruption or other failure by any electricity provider; (iii) planned maintenance which Provider will complete as quickly as reasonably possible; (iv) outages resulting from a failure of Customer equipment; or (v) outages resulting directly or indirectly from a breach of any of the terms of this Agreement by the Customer.

8.14 **Reservation of Rights:** Provider reserves all rights not specifically granted to Customer including the right to (i) access and use the Site for Provider's own use and for the use of its affiliates, associates and agents; and to (ii) grant to others rights not inconsistent with the rights granted hereunder. The Services provide a license only and shall not provide in any manner a registerable real property interest in the Customer Space or the Site. Use of the Customer Space is subject and subordinate to the terms and conditions of any underlying ground or facilities lease or other superior right by which Provider has acquired its interest in, or to which Provider is otherwise subordinate with respect to, the Customer Space (the "**Underlying Rights**"). Customer shall comply with all applicable terms and conditions of the Underlying Rights. If the consent of the holder of such superior right is required in order for Provider and Customer to enter into this Service Schedule, then this Service Schedule for such Services shall not become effective until such consent is obtained. **THIS SCHEDULE FORMS AN INTEGRAL PART OF THE MASTER SERVICES AGREEMENT AND IS GOVERNED BY ITS TERMS AND CONDITIONS.**

By signing this Schedule, the Customer indicates that it has read, understands and agrees with all of the terms and conditions set out or referenced in this Service Schedule.

9376-9974 QUEBEC INC.

by {REDACTED: confidential personal
information}

{REDACTED: confidential personal
information}

Title: Chief Operating Officer

{REDACTED: confidential customer
information}

by {REDACTED: confidential personal
information}

Name: {REDACTED: personal customer
information}

Title: {REDACTED: confidential
customer information}