

# GENERAL CONDITIONS

## 1. Responsibilities and commitments of CLICNET

- a) Limit – CLICNET is not responsible for any delay resulting from the loss of specialists considered to be essential to the execution of this contract, of accidental occurrences and of any other cause out of its control.
- b) Work orientation – If the technical solutions foreseen and the imposed technical constraints are those wanted by the CLIENT, CLICNET will not make any comparative study of the applicable techniques in this field, unless the CLIENT specifically requests CLICNET, to do so. CLICNET takes for granted that the legal, technical and other aspects conditioning the project were adequately verified by the CLIENT and that they are not likely to compromise project development.

## 2. Subcontracting, modification

- a) Subcontracting - The CLIENT recognizes that CLICNET can sub-contract all or part of the work. In such a case, CLICNET is committed to supervising the work so that it corresponds to the client's requirements, that it is of good quality and that it is carried out according to the usual professional standards.
- b) Modification – No modification to the contract or the work plan is valid unless agreed upon in writing by both parties. They must also agree with the consequences of the modification of the schedule and the cost of the services.

## 3. Reciprocal obligations

- a) Confidentiality – CLICNET and the CLIENT will take reasonable measures to preserve the commercial safety and the confidentiality of the work defined in the contract.

## 4. Commitments of the CLIENT

- a) The CLIENT must provide any technical information or other information that CLICNET requests and that is necessary or useful to carry out the current agreement.
- b) The CLIENT agrees to take an active role in the management of work and assisting in coordinating meetings, if it is necessary, receiving and analyzing documentation useful to the work process and taking part in the decision process.
- c) The CLIENT must take all the means necessary to respect the terms and conditions of the contract which are his responsibility.
- d) The CLIENT should not affect, transfer or otherwise yield, in all or in part, his interests, rights or obligations in this contract, without having first obtained the authorization from CLICNET.
- e) The CLIENT understands that the nature of the work carried out by CLICNET could cause the total or partial loss of the information contained on its information processing systems. Consequently, the CLIENT commits himself to making a backup copy for safety purposes of all the information contained on his information processing systems.
- f) The CLIENT is responsible for taking all measures that it sees necessary to ensure the data confidentiality contained on its information processing systems.

## 5. Limited guarantee

CLICNET and the CLIENT herein agree that in the event of the breaking of this contract by CLICNET, the only compensation, whether the damage is direct or indirect, that could be granted to the CLIENT, will be the payment of a sum not exceeding the sums paid to CLICNET by the CLIENT under the terms of the present contract after having deducted the expenses of CLICNET and, if it is necessary, the amounts that the CLIENT received from a third party for this project and that the CLIENT will not have to pay back, and will not include nor extend to any complaint of right of compensation, including but not limited to,

any loss of profits, data or other direct or indirect damage or any other complaint of this kind, and this, even if CLICNET was aware of the possibility of the damage.

## 6. Cancellation

- a) In the case of voluntary or forced bankruptcy of the CLIENT, of a proposal from its creditors, abandonment of the business or liquidation before the complete execution of its obligations, the contract will be automatically terminated, without notice.
- b) The default of the CLIENT to carry out a payment at the agreed upon date and to remedy it within thirty (30) days of a formal notice written by CLICNET, gives CLICNET the right to put an end to the work, by means of a written notice.
- c) The end of the contract before the term according to paragraphs a) or b) does not carry any established rights and CLICNET keeps the property of the work and the privilege to dispose of it freely.
- d) If the CLIENT puts end to this contract, he commits to not revealing the contents of the proposal for services or the ideas or concepts worked out by CLICNET.

## 7. Purchases of goods and services

- a) If the project implies the purchase of goods or services, CLICNET does not have to proceed by tender, but rather by carrying out the purchases in the way considered to be most effective and economical according to the circumstances.
- b) CLICNET can make substitutions in the material, equipment, services bought of staff, in connection with what is foreseen in the present contract insofar as the substitution does not involve a cost higher than that provided in article 2 of the contract and that the quality of the material, equipment, services bought or staff, according to CLICNET, is equivalent.

## 8. Interpretation

- a) The services contract and its annexes, including the present general conditions, constitute the entirety of the commitment between the both parties.
- b) In the event of incompatibility, the provisions of the contract and the general conditions herein prevail over the other annexes, whereas the contract prevails over the general conditions herein.
- c) This commitment is governed by the law applicable in Quebec. The parties attribute responsibility to the courts of the district of Quebec to hear any litigation relating to this contract.
- d) The expressions nominating the persons of male sex also include/understand the people of the female sex, the corporations and the institutions
- e) The singular includes the plural.

## 9. End of terms

In the case foreseen in article 6, paragraphs a) and b), the CLIENT loses the benefits of the terms that could have been granted to him and the sums due become immediately payable unless the CLIENT does remedy to the situation within the time prescribed in accordance with article 6 b).

## 10. Taxes

All rights or taxes that are payable or could become payable are over and above any amount stated in this contract.

## 11. Language

Without exception, the correspondence, the reports and other written documents are transmitted to the CLIENT in French. In the assumption that a translation would be required, this will be done under the conditions to which the parties will agree.

12. Delay for utilisation

The CLIENT has one (1) year from purchase date to use the purchased hours and this is a non-refundable service.