MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("**Agreement**") is effective as of the date set out below between **OntarioMD INC.** ("**Client**") and **[PROVIDER NAME]** ("**Provider**"). It sets forth the terms and conditions under which Provider will deliver staff augmentation services to Client pursuant to this Agreement in accordance with one or more potential Service Orders from Client.

Background

- Provider responded to Client's Request for Services [INSERT] dated [DATE] (the "**RFS**") and was selected on a non-exclusive basis as a successful proponent based on the contents of Provider's submission in response;
- Provider's staff members have expertise in IT Service Management and Delivery (ITSM) including strategy, design, planning, delivery and operations of IT services;
- Client wishes to obtain ITSM deliverables from Provider as more particularly set out in the RFS, hereby incorporated into this Agreement as Schedule "A" and as more particularly described as Services in any individual Statement of Work that may be agreed between Client and Provider.
- Pricing is as set out in the Providers submission attached as Schedule "B".

IN CONSIDERATION of the mutual promises contained in this Agreement, the parties agree as follows:

1. **Interpretation**

The capitalized words and phrases used in this Agreement have the meanings set out in Section 13.

2. **Support Services**

(a) Provision of Services. Provider will provide to Client the Services that are described in each Statement of Work. Services are rendered either by the hour or are marked as fixed price deliverables.

(b) Provider's Business Point of Contact. Joanne Templeton will be the primary business contact of Provider during the provision of the Services.

(c) Client's Business Point of Contact. procurement@ontariomd.com will be the primary business contact of Client during the provision of the Services.

3. **AODA**

(a) Client is committed to creating an inclusive workplace and has a process in place that provides accommodations for individuals with disabilities.

(b) If specific accommodation is required because of a disability or medical need of a Provider staff member, arrangements can be made for the appropriate accommodations to be put in place.

4. **Fees**

(a) For the Services provided by Provider, Client will pay Provider the fees set out in each Statement of Work in accordance with Provider's submission.

(b) The amounts payable to Provider pursuant to this Agreement and each Statement of Work are exclusive of any sales, use or other taxes or governmental charges. Provider shall be responsible for its own income taxes and the income taxes and source deductions of each staff member providing Services on behalf of Provider. No Provider staff member shall be considered to be an employee of Client.

(c) Where fees are based on time, Provider shall provide detailed timeslips to back up the time spent in providing Services.

5. **Invoicing and Payment**

(a) Provider will invoice Client for fees monthly in arrears. Terms of payment on all invoiced fees are net thirty (30) days and are invoiced at the beginning of each payment period. Interest at 1 percent per month (12%

per annum) will be charged on overdue accounts. No expenses will be reimbursed unless approved in advance by Client.

(b) Client shall pay applicable value-added, sales and use, excise and goods and services taxes where invoiced by Provider.

6. **Intellectual Property Rights**

(a) Except as otherwise specified in this Agreement or a Statement of Work to this Agreement, neither this Agreement, nor the provision of Services hereunder, will give either Provider or Client any ownership interest in or rights to the IP Rights of the other party.

(b) All IP Rights that are owned or controlled by a party at the commencement of this Agreement will remain under the ownership or control of such party throughout the term of this Agreement and thereafter.

(c) Unless otherwise agreed to in writing in a Statement of Work to this Agreement, as between Client and Provider, Client will become the sole and exclusive owner of all work products and the underlying intellectual property rights therein developed under each Statement of Work automatically upon inception, conception, creation, or development of such work products, and Provider hereby irrevocably assigns and agrees to provide a confirmatory assignment of all IP Rights in all such work products and such underlying intellectual property rights to Client upon request.

7. **Limited Warranties and Exceptions**

(a) Provider warrants that the Services provided hereunder will be performed in a professional manner and in accordance with customary software consulting industry practices by staff members who are skilled in software development and that no deliverables arising from the Services shall infringe or misappropriate the intellectual property rights of any third party. THE FOREGOING IS THE ONLY WARRANTY IN CONNECTION WITH THE SERVICES AND ALL IMPLIED WARRANTIES ARE DISCLAIMED.

(b) Client's sole remedy for breach of the warranty in Section 7(a) will be that Provider will re-perform the Services without charge to the Client.

8. **Limitations of Liability**

(a) NEITHER PARTY BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, OR LOST PROFITS OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) THE AGGREGATE CUMULATIVE LIABILITY OF EACH PARTY RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CLIENT TO PROVIDER.

9. **Confidentiality**

(a) The Provider and the Provider's staff:

(i) will keep the Confidential Information in strict confidence;

(ii) will not use the Confidential Information in any manner whatsoever, in whole or in part, other than in connection with its evaluation for the purpose set out above; and

(iii) will not disclose to any person any Confidential Information.

(b) The Provider shall take all necessary steps to bind its staff involved in the Services to be bound by these confidentiality covenants. Provider agrees that the Confidential Information will only be disclosed, to the extent required by law, and used by those of its staff who need to know the Confidential Information for the purpose of providing the Services. In any event, the Provider will be responsible for any breach of this Agreement by its staff.

(c) If the Provider or any of its staff who are in possession of any Confidential Information are required by law to disclose any Confidential Information, the Provider will promptly notify Client of such requirement so that the Client may seek an appropriate protective order or other appropriate remedy or waive compliance with

the provisions of this Agreement. The Provider will not oppose action by the Client to obtain an appropriate protective order or other remedy. In the event that either such protective order or other remedy is not obtained or the Client waives compliance with the provisions of this Section 9, the Provider will disclose only that portion of the Confidential Information that it is legally obliged to disclose to the appropriate authorities.

(d) The Provider will indemnify and hold harmless the Client and its affiliates, directors, partners, officers, employees, agents, professional advisors and consultants from any and all losses or damages (including, without limitation, legal costs) that are incurred directly or indirectly as a result of unauthorized disclosure or use of Client's Confidential Information by the Provider or its staff.

(e) The Confidential Information, together with any copies thereof, will be returned to the Client upon the request of the Client, which request may be made at any time at the sole discretion of the Client, and neither the Provider nor its staff will retain any copies or extracts thereof.

(f) Provider agrees that monetary damages would not alone be sufficient to remedy any breach of any term or provision of this Section 9 and that, in addition to all other remedies available at law or in equity, the Client shall be entitled to seek an injunction and specific performance in the event of any breach or anticipatory breach hereof. The Provider agrees to waive any requirement for the deposit of security or posting of any bond in connection with any equitable remedy.

10. **Term and Termination**

(a) Term. This Agreement commences on its date of execution and, unless terminated earlier pursuant to the terms of this Agreement, will continue in force for a period of two (2) years. If the term of a Statement of Work extends past the date of expiry of this Agreement, this Agreement will not expire on its expiry date but will continue in force for so long as Services continue under the applicable Statement of Work.

(b) Termination.

(i) This Agreement may be terminated by either party upon thirty (30) days' prior written notice. Such termination shall terminate any then-outstanding Statement of Work unless the terminating party specifies otherwise.

(ii) This Agreement may be terminated by either party upon written notice if the other party materially breaches or fails to perform any material term hereof and the breaching party fails to cure such breach within the ten (10) day period.

(iii) Provider reserves the right to suspend performance of Services or terminate this Agreement if any fees owing to Provider under this Agreement are not timely paid.

(c) Events on Termination. Upon termination of this Agreement for any reason, Client will make payment to Provider as provided in this Agreement or the Statement of Work and Provider will deliver to Client all fully or partially completed deliverables that are in tangible form.

11. **Notices**

Any notice required under this Agreement shall be given in writing and shall be deemed effective upon notice by email at the addresses below. Either party may change its coordinates for notices as required by notice under this Section 11.

Party	Details
Provider	
Email of Provider's Contact	
Address	
Client	OntarioMD Inc.
Representative Name & Title	
Email of Client's Contact	procurement@ontariomd.com
Address	150 Bloor St. West, Suite 900, Toronto, Canada, M5S 3C1

12. **Other Provisions**

(a) Independent Contractors. The parties are independent contractors and nothing in this Agreement shall be deemed to make either party an agent, employee, partner or joint venture of the other party. Neither party shall have the authority to bind, commit, or otherwise obligate the other party in any manner whatsoever.

(b) Laws. This Agreement shall be construed in accordance with, and the rights of the parties shall be governed by the laws of the Province of Ontario without regard to its choice of law principles. The courts situate in the said Province shall have jurisdiction in any law suit arising from this Agreement. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

(c) Assignment. Neither party may assign this Agreement without the consent in writing of the other party, which consent may be unreasonably or arbitrarily withheld.

(d) Severability. The provisions of this Agreement are severable, and if any provision hereof is determined to be invalid, illegal, or unenforceable, in whole or in part, the validity, legality, and enforceability of any of the remaining provisions or portions hereof shall not in any way be affected or impaired thereby and shall nevertheless continue to be binding on the parties. Any such invalid, illegal, or unenforceable provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law.

(e) Headings. The headings in this Agreement are inserted for reference purposes and convenience of use only and shall not affect the construction or interpretation of this Agreement.

(f) Force Majeure. Neither party shall be considered in default in performance of its obligations hereunder if performance of such obligations is prevented or delayed by force majeure or any cause beyond its reasonable control.

(g) Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all proposals and prior discussions and writings between the parties with respect thereto. In case of any conflict between the RFS, and the terms and conditions of this MSA, and any Statement of Work, the document listed first below shall take precedence over those listed after, as follows: (a) any Statement of Work; (b) this MSA; and (c) the RFS. The parties agree that the documents shall be interpreted in the order listed above, and any conflict shall be resolved by applying the documents in order of precedence.

(h) Modification. No change, modification, alteration, or addition to any provision shall be binding unless in writing and signed by an authorized representative of each party. No variations of the provisions of this Agreement shall be made by any purchase order or other document issued by Client or Provider.

(i) Interpretation. In construing or interpreting this Agreement, the word "or" will mean either or both, and the word "including" will not be limiting or exclusive. This Agreement will be fairly interpreted in accordance with its terms without any strict construction in favour of or against either party and ambiguities will not be interpreted against the drafting party.

13. **Definitions**

In this Agreement, unless the context otherwise requires, the following words and expressions will have the following meanings:

(a) "**Agreement**" means the main body of this Agreement and the Statement of Work.

(b) "**Confidential Information**" means (i) information pertaining to Client created by or learned by Provider in the course of carrying out its duties in this Agreement, and (ii) any information written or otherwise disclosed in any medium by Client that by its nature is likely to be confidential. However, Confidential Information will not include any information of Client that: (a) is or becomes a part of the public domain through no act or omission of Provider or becomes otherwise available to the public other than by breach of this Agreement; or (b) was in Provider's lawful possession prior to the disclosure and had not been obtained by Provider either directly or indirectly from the disclosing party; or (c) is lawfully disclosed to the Provider by a third party without restriction on disclosure; or (d) is independently developed by Provider without access to the Confidential Information.

(c) "**IP Rights**" means all intellectual property rights, including patents, copyrights, trademarks (including service marks), trade secrets, and design rights, whether registered or unregistered, including any application for registration of any of the foregoing and all rights or forms of protection of a similar nature of having equivalent or similar effect to any of these, that may subsist anywhere in the world.

(d) "**Statement of Work**" means a request for Services issued by the Client and accepted by the Provider, containing the description and costs of the Services and any other business details.

(e) "**Services**" means the services described in the Statement of Work.

THIS AGREEMENT IS EFFECTIVE ONLY UPON EXECUTION BY BOTH PARTIES BY WHATEVER MEANS. ANY EXECUTED COPY OF THIS AGREEMENT DELIVERED BY RELIABLE MEANS THAT MAINTAINS THE INTEGRITY OF THE DOCUMENT (E.G., DOCUSIGN, SCANNED PHOTOCOPY, FACSIMILE, PDF) IS CONSIDERED AN ORIGINAL. THIS AGREEMENT MAY BE SIGNED IN ONE OR MORE COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED ONE AND THE SAME ORIGINAL DOCUMENT. EACH PARTY ACKNOWLEDGES THAT ELECTRONIC SIGNATURES ARE FULLY BINDING, AND THE SIGNATORY FOR EACH PARTY CERTIFIES THAT HE OR SHE HAS FULL AUTHORITY TO LEGALLY BIND HIS OR HER ORGANIZATION TO THE TERMS OF THIS AGREEMENT.

[PROVIDER NAMER]	**OntarioMD INC.**
_____ Signature of Authorized Officer	_____ Signature of Authorized Officer
Date:	Date: