

Engynn Media Division: Website Maintenance Agreement

This Website Maintenance Agreement (“Agreement”) is hereby entered into between you, your employees, and agents (collectively “Client”) is applicable to your use of the website maintenance services offered by Engynn. (“Maintenance Services”).

Term and Termination

This Agreement shall be effective as of the time frame Client signs up for Maintenance Services. This Agreement may be terminated by either party upon 60 day written notice to the other if the other party breaches any material obligation provided hereunder and the breaching party fails to cure such breach within fifteen (15) days of receipt of the notice. This Agreement may be terminated by Engynn immediately if (i) Client fails to pay any fees hereunder; or (ii) if Client fails to cooperate with Engynn or hinders Engynn’s ability to perform the Maintenance Services hereunder.

Maintenance Services

Engynn agrees to provide Client with Maintenance Services as described in this Agreement. Maintenance Services will be listed in your sales order and include:

- Updates to Client’s content management system, including plugins and themes.*
- Cloud backup of website on a monthly basis.
- Recovery of website files from backups.*
- Uptime monitoring*
- Daily automated security scans.
- Updates to text, images, and other minor changes to Client’s website pages. The amount of time dedicated towards these tasks each month will be determined by the Maintenance Package purchased by Client at the time of signup.
- Any website support requests, above and beyond what is outlined in package, or WordPress questions requiring a response by Engynn will count towards the monthly allotted time.

*These are tasks that are done throughout the month and will be detailed in monthly reports. Some items, such as updates, only occur when necessary and when we know the update is a stable version and it is okay to proceed.

Malware, Spam, or Malicious Code

In the event the website becomes infected by malware, spam, or malicious code (“infections”), Engynn will work to remove the infection or restore the website to a previous version clean of infections in a timely manner. The client will be notified of any infections discovered. If Engynn detects infection, it reserves the right to replace the website with a “maintenance” page without first notifying the client, as a means to protect the client and its users.

Fees; Limitations on Refunds and Cancellation Fees

Client agrees to pay ENGYNN any and all fee(s) as billed in accordance with this Agreement. The fee(s) must be received prior to the start of any Maintenance Services. THE CLIENT FURTHER AGREES THAT, IN THE EVENT OF ANY TERMINATION OF THIS AGREEMENT BY CLIENT, REFUNDS SHALL BE GIVEN FOR THE REMAINING PERIOD OF AGREEMENT. THE CLIENT AGREES TO PAY UPON CANCELLATION ANY OTHER AMOUNTS DUE TO

ENGYNN FOR WORK PROVIDED AT CLIENT'S REQUEST ABOVE AND BEYOND THE MONTHLY ALLOTTED TIME OF MONTHLY AGREEMENT.

Client Responsibilities

For the purposes of providing these services, Client agrees:

1. To answer any questions from Engynn in regard to task work on website, promptly.
2. To provide Engynn with access to its website for the purpose of providing Maintenance Services.
3. To properly convey to Engynn the information about content updates.
4. To grant Engynn access their web hosting account.

Client Acknowledgements

Client understands, acknowledges and agrees that:

Client understands that all work for monthly maintenance tasks will be scheduled according to Engynn's workflow. We have a process and maintain sites for many Clients, therefore all website updates work that counts towards your monthly time allowance is done on a first come first serve basis, except in the case of a total website down issue, which would be considered an "emergency."

Failure by Client to answer a question critical to the completion of a task within 5 business days may cause that task to be and moved to the "end of the line" in our work queue. Depending on the time of month, this could cause that task to roll over into the next month's bucket of update requests.

The amount of time allocated for updates to text, images, and other minor changes, is determined by the Maintenance Package purchased.

Once the time allocated in their Maintenance Package has been reached for the month, any unfinished tasks on the Client's task list will be rolled into the next month for processing or Engynn will ask the client to approve an overage. Any overages will be charged at Engynn's standard rate of \$89CAD/HR in hour increments.

All monthly updates are scheduled at our convenience and in accordance with our schedule. We have a process and a workflow that we use to maintain all clients' websites in a fair and orderly fashion. The only exception being in the case of Client's website being totally offline or down, in which case their issue would be considered an 'emergency' and would take priority.

An emergency is defined as any issue that prevents the site from operating, is compromising the security of the site,

Client understands that if they provide Engynn with a maintenance task and the task has been completed, then they wish to make changes to the task, any additional time to make these changes will count towards the monthly allowance of time.

All regular communications will be done during regular business hours, which are Monday through Friday from 7:30 AM to 5:30 PM (MST). After-hour emergencies must be directed to our

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emergency business line at (855) 910-5933 if client is in North America, and +44 7492 879192 for clients in Europe or Asia.

Engynn has no control over the policies of search engines or directories with respect to the type of sites and/or content that they accept now or in the future. Client's web site(s) may be excluded from any search engine or directory at any time at the sole discretion of the search engine or directory entity.

Unused time is not accumulative and does not transfer from month to month. Maintenance Services time is strictly month to month.

Engynn is not responsible for rewriting sentences, restructuring paragraphs, or checking for typing errors, misspellings, etc.

Engynn is not responsible for changes made to Client's web site(s) by other parties, including the Client themselves.

During the duration of this contract, the Client agrees that Engynn will be the sole provider of maintenance services for the website, and no other party will have access to or rights to change the web site's code, database structure, or other structural integrity. If a party, including the Client, other than Engynn makes changes to the web site's code, any errors that are created must be repaired and will be charged for at the hourly rate specified above.

Engynn will not repair Client's website(s) that became compromised, hacked, or otherwise defaced or infected prior to ordering Maintenance Services.

Indemnification

Client shall indemnify and hold harmless Engynn (and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees) from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) incurred by Engynn as a result of any claim, judgment, or adjudication against Engynn related to or arising from (a) any photographs, illustrations, graphics, audio clips, video clips, text, data or any other information, content, display, or material (whether written, graphic, sound, or otherwise) provided by Client (the "Client Content"), or (b) a claim that Engynn's use of the Client Content infringes the intellectual property rights of a third party. To qualify for such defence and payment, Engynn must: (i) give Client prompt written notice of a claim; and (ii) allow Client to control, and fully cooperate with Client in, the defence and all related negotiations.

Disclaimer of All Other Warranties

ENGYNN DOES NOT WARRANT THAT THE MAINTENANCE SERVICES WILL MEET THE CLIENT'S EXPECTATIONS OR REQUIREMENTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE IS WITH CLIENT. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, ENGYNN PROVIDES ITS SERVICES "AS IS" AND WITHOUT WARRANTY OF ANY KIND. THE PARTIES AGREE THAT (A) THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY EACH PARTY, AND (B) EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THIS AGREEMENT, PERFORMANCE OR INABILITY TO PERFORM UNDER THIS AGREEMENT, THE CONTENT, AND EACH PARTY'S COMPUTING AND DISTRIBUTION SYSTEM. IF ANY

PROVISION OF THIS AGREEMENT SHALL BE UNLAWFUL, VOID, OR FOR ANY REASON UNENFORCEABLE, THEN THAT PROVISION SHALL BE DEEMED SEVERABLE FROM THIS AGREEMENT AND SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF ANY REMAINING PROVISIONS.

Limited Liability

IN NO EVENT SHALL ENGYNN BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, LOST PROFITS, WHETHER OR NOT FORESEEABLE OR ALLEGED TO BE BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE OR STRICT LIABILITY, ARISING UNDER THIS AGREEMENT, LOSS OF DATA, OR ANY PERFORMANCE UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. ENGYNN MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY PRODUCTS, THIRD PARTY CONTENT OR ANY SOFTWARE, EQUIPMENT, OR HARDWARE OBTAINED FROM THIRD PARTIES.

Client Representations

Client makes the following representations and warranties for the benefit of Engynn:

Client represents to Engynn and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Engynn are owned by Client, or that Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend ENGYNN and its subcontractors from any claim or suit arising from the use of such elements furnished by Client.

Client guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to ENGYNN for inclusion on the website above are owned by Client, or that Client has received permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and defend ENGYNN and its subcontractors from any liability or suit arising from the use of such elements.

From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. Client agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend ENGYNN and its subcontractors from any claim, suit, penalty, tax, or tariff arising from Client's exercise of Internet electronic commerce.

Confidentiality

The parties agree to hold each other's Proprietary or Confidential Information in strict confidence. "Proprietary or Confidential Information" shall include, but is not limited to, written or oral contracts, trade secrets, know-how, business methods, business policies, memoranda, reports, records, computer retained information, notes, or financial information. Proprietary or Confidential Information shall not include any information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party; (iii) is independently developed by the receiving party; or (iv) is subject to disclosure

under court order or other lawful process. The parties agree not to make each other's Proprietary or Confidential Information available in any form to any third party or to use each other's Proprietary or Confidential Information for any purpose other than as specified in this Agreement. Each party's proprietary or confidential information shall remain the sole and exclusive property of that party. The parties agree that in the event of use or disclosure by the other party other than as specifically provided for in this Agreement, the non-disclosing party may be entitled to equitable relief. Notwithstanding termination or expiration of this Agreement, ENGYYN and Client acknowledge and agree that their obligations of confidentiality with respect to Proprietary or Confidential Information shall continue in effect for a total period of three (3) years from the effective date.

Force Majeure

Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party will give prompt written notice to the other Party and will use commercially reasonable efforts to minimize the impact of the event.

Relationship of Parties

ENGYYN, in rendering performance under this Agreement, shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. Client does not undertake by this Agreement, or otherwise, to perform any obligation of ENGYYN, whether by regulation or contract. In no way is ENGYYN to be construed as the agent or to be acting as the agent of Client in any respect, any other provisions of this Agreement notwithstanding.

Notice and Payment – Any notice required to be given under this Agreement shall be in writing and delivered personally to the other designated party, mailed by certified, registered mail, return receipt requested. Either party may change its address to which notice or payment is to be sent by written notice to the other under any provision of this paragraph.

Jurisdiction/Disputes

This Agreement will be governed by and construed in accordance with the laws of Alberta, Canada; and the courts of Canada will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

The provisions of the Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their heirs, administrators, successors and assigns.

Assignability

Client may not assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of ENGYYN. ENGYYN reserves the right to assign subcontractors as needed to this project to ensure on-time completion.

Waiver

No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement.

Severability

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If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

No Inference Against Author

No provision of this Agreement shall be interpreted against any Party because such Party or its legal representative drafted such provision.