Master Services Agreement

Version 1.0 Effective November 8, 2026

1. Agreement

This Master Services Agreement ("Agreement" or "MSA") governs Services provided by Twirling Umbrellas Ltd. ("Twirling Umbrellas", "Agency", "we", "us", or "our"), located at 201-460 Doyle Avenue, Kelowna, BC V1Y 0C2, to the client identified in the applicable Order ("Client", "you", or "your").

This Agreement applies to Orders that identify or incorporate it before acceptance. It takes effect when the first such Order is accepted by both parties (the "Effective Date") and covers project-based work ("Project Services"), ongoing managed services ("Managed Services"), and ad hoc or hourly work ("On-Demand Services").

2. Definitions

The following terms are used throughout this Agreement and have the meanings set out below. Capitalized terms have the same meaning whether used in the singular or plural.

2.1. Agency Tools means our reusable code, frameworks, libraries, design systems, templates, processes, and other tools developed or owned by us for use across projects. They exclude client-specific work assigned to you under Section 12.1.

2.2. Agreement means this Master Services Agreement, together with any appendices, schedules, or written amendments referenced herein.

2.3. Backups means copies of files or data created to aid in data recovery.

2.4. Change Order means an additional written agreement, approved by both parties to adjust the scope, deliverables, schedule, or fees for the Services.

2.5. Client Content means all materials, data, photography, text, graphics, or other content provided or approved by you for use in preparing or incorporating into the Deliverables.

2.6. Confidential Information means any non-public information, whether written or verbal, disclosed by either party, including strategies, customer data, technical details, pricing, and other sensitive materials.

2.7. Copyrights means the exclusive rights in original creative works—such as text, design, graphics, imagery, and code—as defined under applicable Canadian copyright law.

2.8. Deliverables means the final work product or output provided to you, as described in the applicable Project Order, Change Order, or other written authorization.

2.9. DPA means our Data Processing Addendum, incorporated under Section 11.3 when we process Personal Information on your behalf.

2.10. Managed Services means ongoing or recurring services that we provide to support and maintain your digital presence—such as web hosting, domain management, maintenance, technical support, search engine optimization, digital advertising, or management of cloud-based productivity and collaboration platforms.

2.11. On-Demand Services means ad hoc or time-based work that we perform at your request outside the scope of a Project or Managed Services plan. These services may include minor updates, troubleshooting, consultation, or other stand-alone tasks without a defined scope or ongoing commitment.

2.12. Order means a Project Order, Service Order, Change Order, or other written authorisation accepted by both parties describing the Services or changes to them.

2.13. Project Order means a written authorization outlining the scope, Deliverables, timeline, and fees for the Services we provide. Project Orders may also include or authorize Managed Services and, in such cases, may function as a Service Order under this Agreement.

2.14. Project Services means defined, time-limited work that we undertake to plan, design, develop, or deliver specific Deliverables within an agreed scope and schedule.

2.15. Revisions means changes or adjustments to Deliverables that you request during review periods.

2.16. Scope of Work means the description of Services and Deliverables to be provided, including any relevant milestones, timelines, and assumptions.

2.17. Service Order means a written authorization outlining the scope, term, and fees for the Managed Services we provide.

2.18. Services means all professional, creative, technical, and managed services that we provide under this Agreement, including Project Services, Managed Services, and On-Demand Services.

2.19. SLA means our Service Level Agreement, which describes the service levels applicable to the Services identified in an Order.

2.20. Third-Party Services means any software, platform, infrastructure, product, or other solution provided by an independent third-party vendor or service provider that is provisioned, administered, resold, or otherwise made available to you as part of the Services.

2.21. Third-Party Terms means the applicable terms, policies, and conditions established by such third-party vendors governing the provision and use of their respective Third-Party Services.

2.22. Trademarks means trade names, words, colours, symbols, designs, logos, or other marks used to designate the origin or source of goods or services, as defined under Canadian trademark law.

2.23. Working Files means our drafts, preliminary designs, internal notes, and other production materials created while providing the Services, excluding the Deliverables and Agency Tools.

3. Project Services

3.1. Scope. Project Services are defined, time-limited engagements undertaken to plan, design, develop, and deliver specific Deliverables under an agreed scope, schedule, and budget. Each Project is governed by a Project Order that outlines the objectives, assumptions, and Deliverables for that engagement.

3.2. Reviews. You'll have an opportunity to review the Deliverable at the completion of each phase identified in the Project Order. We ask that you provide feedback within the stated review period, in the manner and format requested, so we can keep the project on schedule. Written approval of a Deliverable confirms your acceptance of that work and authorizes us to move to the next phase.

3.3. Revisions. Unless otherwise specified in the Project Order, we include up to two (2) rounds of revisions for each Deliverable. Revisions are intended to refine the work based on the approved direction and version provided. Requests that introduce new ideas, features, or changes that materially shift the agreed direction may be considered out of scope and handled through a Change Order.

3.4. Change Orders. Any changes to the approved scope, Deliverables, or timeline must be agreed to in writing through a Change Order. Each Change Order will outline the requested modification, its impact on schedule or budget, and any associated fees. We won't proceed with additional work without an approved Change Order.

3.5. Acceptance. You'll review and test each Deliverable promptly upon delivery or launch. The Deliverable will be deemed accepted unless you provide written notice of any material issues within the review period specified in the Project Order, or if no period is specified, within ten (10) business days of delivery. Once a Deliverable is approved in writing—or deemed accepted—it's considered complete for that phase of the Project. Any additional requests or modifications will require a Change Order.

3.6. Timelines. We'll use commercially reasonable efforts to complete the Services within the timeframes set out in the Project Order. You acknowledge that project timelines depend on your timely feedback, content, and approvals, as well as the provision of required materials and decisions when requested. Delays, including late feedback or changes to the agreed Scope of Work, may require adjusted schedules or extended delivery dates. These adjustments won't be considered a breach of this Agreement.

3.7. Dormancy. If a Project remains inactive for more than thirty (30) days due to a lack of response, materials, or approvals, it may be considered dormant. When work resumes, we may need to issue a Change Order for the additional effort required to update systems, code, dependencies, and other activities necessary to restart the Project.

3.8. Compliance. We'll perform the compliance work identified in the Order and the accessibility, privacy, and security work described below. You're responsible for identifying any requirements specific to your organisation and telling us about them before work begins.

3.9. Accessibility. We'll design and develop the website templates and components within our scope to meet WCAG 2.2 Level AA or the accessibility standard specified in the Order, as applicable at delivery. Full compliance also depends on content being written and structured in an accessible way (for example, including descriptive text for images, writing copy at an appropriate reading level, and ensuring that uploaded documents are formatted for assistive technologies). You're responsible for ensuring that all Client Content meets these standards and for maintaining accessibility compliance after launch.

3.10. Privacy. We'll implement the technical privacy features included in the Order. You're responsible for identifying your organisation's requirements and providing the necessary notices, consents, and instructions. Our processing of Personal Information on your behalf is governed by the DPA.

3.11. Security. We'll design and develop the Deliverables in line with generally accepted security principles and best practices for web development, including those consistent with the Open Web Application Security Project (OWASP) Top 10 framework, as applicable at the time of delivery. Ongoing security also depends on proper configuration, maintenance, and use after launch. You're responsible for managing your users, credentials, and the systems you control, and for identifying any additional safeguards required by your organisation. Ongoing maintenance and security services provided by us follow the Order and SLA.

3.12. Search Engine Optimization (SEO). We'll design and develop the Deliverables in line with recognized onsite search engine optimization (SEO) best practices, including properly structured metadata, permalinks, and semantic markup. These practices help search engines effectively index the site. You're responsible for ensuring

that all Client Content is properly optimized and for ongoing SEO activities such as content creation, keyword strategy, link building, and other efforts that influence search results. Because search algorithms and ranking factors continually change, we don't warrant or guarantee specific search performance, keyword rankings, or traffic results.

3.13. Performance Optimization. We'll use commercially reasonable efforts to optimise the performance of the website within the Project's scope. Performance depends on hosting, Client Content, third-party services, and users' devices and connections. We don't guarantee a particular load time or performance score.

3.14. Completion. A Project is considered complete upon delivery or launch of the final Deliverables. If launch or implementation is delayed for reasons outside our control, the Project may still be deemed complete for billing purposes once our scope of work has been fulfilled. Any additional requests for support, updates, or new features will require a Change Order.

3.15. Warranty. We warrant that any software Deliverables developed as part of the Project will be free from material defects that prevent them from functioning as intended for ninety (90) days from the agreed-upon launch date or, if none, final delivery (the "Warranty Period"). During the Warranty Period, we'll correct, at no additional cost, any reproducible defects reported by you that fall within the original scope of the Project. This warranty doesn't cover issues caused by (i) modifications made after launch by you or third parties; (ii) improper or insufficient maintenance; (iii) new browser, server, or device releases; (iv) use of the Deliverables in a manner inconsistent with their intended purpose; or (v) user error or misuse.

4. Managed Services

4.1. Scope. Managed Services are ongoing technical, creative, and strategic services provided to support, maintain, and enhance your online presence over time. These services are typically performed on a recurring monthly basis under a Service Order that outlines the applicable scope, fees, and service levels. The Order identifies the selected services, and the applicable SLA forms part of the Order for those services.

4.2. Web Hosting. We'll use reasonable efforts to maintain a secure, stable, and reliable hosting environment for your website. Temporary interruptions may occur for maintenance, upgrades, or other operational reasons. You're responsible for maintaining independent backups of your content and ensuring that all hosted materials comply with applicable laws.

4.3. Support & Maintenance. We provide technical support and maintenance services to help ensure the continued stability, security, and performance of your website. The work included in your Order and SLA may include software and plugin updates, checks of supported tracking and email functionality, malware scans, log reviews, and technical support. Support and Maintenance don't include updates to website content, design, or functionality, nor rewriting, refactoring, or modernizing the site's underlying codebase. As part of these services, we manage and make available licences for certain premium plugins and tools. The specific licences provided may change over time at our discretion. If you request additional third-party plugins or software not managed by us, any related setup, licensing, or subscription costs are your responsibility.

4.4. WebOps. We provide Website Operations ("WebOps") services to support and enhance your website and related digital systems on an ongoing basis. WebOps engagements are designed to maintain, evolve, and optimize your digital presence through continuous improvement. These services may include design and development work, performance and search optimization, support and maintenance, copywriting and content updates, technical consulting, and related activities. We'll work collaboratively with you to plan and prioritize these efforts based on strategic objectives, analytics, and available resources.

4.5. Digital Advertising. We manage digital paid media campaigns to help promote your organization online. You retain ownership of all advertising accounts and related data and are responsible for maintaining valid payment methods, ensuring compliance with platform terms, and paying all associated advertising and platform fees directly to the providers. We invoice monthly for management services based on your total monthly ad spend, subject to a minimum monthly management fee. Our work includes campaign setup, optimization, and performance reporting. Campaign creative and strategy development must be included in the Order or approved separately. We don't provide community engagement, crisis management, or public-relations activities.

4.6. Productivity Software. We're an authorized reseller of Google Workspace licences and provide provisioning, billing, and administrative support for your accounts. Your use of Google Workspace is governed by the applicable Third-Party Terms, and renewals and cancellations follow Google's reseller program rules.

4.7. Domain Name Registration. We provide domain name registration services as a convenience to clients. Domains are registered and managed under our account; however, you'll remain the beneficial owner of any domains registered on your behalf. You're responsible for keeping your contact information up to date and for paying all applicable fees invoiced by us. Upon request or termination, and provided all fees relating to that domain have been paid, we'll transfer your domain to an account you designate.

4.8. Application Programming Interfaces (APIs). We may integrate or facilitate access to third-party application programming interfaces ("APIs"), such as mapping, analytics, or authentication services. These APIs are Third-Party Services governed by their respective Third-Party Terms. We don't control the availability, functionality, or usage limits of any third-party API and aren't responsible for interruptions, policy changes, or service modifications made by the provider.

4.9. Backups & Data Recovery. We use reasonable care and commercially reasonable efforts to administer the backup services included in your Order and to recover available data. Backups may be incomplete, corrupted, outdated, or unavailable, and we don't guarantee successful or complete recovery. You're responsible for keeping independent copies of important data, files, content, working documents, licences, and records. Backup and recovery services remain subject to the exclusions and liability limits in Section 14.

4.10. Limitations. We'll perform Managed Services in a professional and workmanlike manner consistent with applicable industry standards, but we can't guarantee specific results, uninterrupted operation, or error-free performance. Managed Services depend on Third-Party Services, existing codebases, and Client Content, all of which may affect performance and reliability. You're responsible for complying with all applicable Third-Party Terms associated with any Third-Party Services used in connection with the Managed Services, and for maintaining any required licences, credentials, and payment methods for those services. We're not responsible for issues arising from (i) outages, policy changes, or actions taken by Third-Party Service providers; (ii) account suspensions or terminations by those providers; (iii) integrations, plugins, custom code, or other changes introduced by you or third parties; or (iv) delays or limitations caused by content, approvals, or access not provided in a timely manner.

5. On-Demand Services

5.1. Scope. On-Demand Services cover one-time or ad hoc work that falls outside an existing Project or Managed Services plan. These services are intended for smaller tasks or technical assistance performed as needed, without a separate project or ongoing support commitment. We may provide On-Demand Services at your request on a time-and-materials basis.

5.2. Scheduling and Response. We'll use reasonable efforts to address one-time or ad hoc work requests promptly, but we can't guarantee specific response or resolution times. Work may be scheduled alongside other active projects and services, and turnaround will depend on team availability.

5.3. Fees and Billing. Unless otherwise agreed in writing, requests are billed at our standard hourly rates and invoiced upon completion. Where advance estimates are provided, they're for planning purposes only; final billing will reflect the actual time and materials required to complete the work.

5.4. Limitations. On-Demand Services do not include the Project Services warranty, managed-plan response targets, or ongoing maintenance. Our general service commitments still apply. Additional tasks or enhancements require separate approval.

6. Fees

6.1. Fees. You agree to pay our fees for the Services as set out in the applicable Project Order, Service Order, or other requested or authorized Services, plus any applicable taxes. All fees are in Canadian dollars (CAD) unless otherwise stated.

6.2. Hourly Rates. Time-based work, including troubleshooting, consultation, or requests outside an agreed scope, is billed at our then-current standard hourly rates.

6.3. Rush Work. Rush rates apply to requests requiring expedited turnaround, after-hours work, weekends, or response times shorter than those defined in any applicable Service Level Agreement. Rush work is billed at one and a half times (1.5x) our standard hourly rate unless otherwise agreed in writing.

6.4. Expenses. Unless otherwise agreed, our fees include ordinary expenses incurred at our discretion in performing the Services. Additional third-party costs such as photography, plugins, stock imagery, fonts, artwork licences, API or hosting fees, or other production costs will be invoiced separately when required.

6.5. Estimates. Fees for Project Services and Managed Services will be the fixed price as defined in the applicable Project Order or Service Order. For On-Demand Services or other work performed on a time-and-materials basis, we may provide a non-binding cost estimate for your planning purposes. Final invoices for such services will reflect the actual time and materials required to complete the work.

6.6. Payment Terms. Invoices are due within thirty (30) days of receipt unless otherwise specified. Amounts not paid when due will accrue interest at the rate of two percent (2%) per month (26.82% annually), compounded monthly, from the due date until paid in full. You are also responsible for any reasonable collection or legal costs we incur in recovering overdue amounts.

6.7. Payment Schedule. Unless otherwise indicated, Project Services requires a non-refundable deposit of fifty percent (50%) of the total project fee upon signing, with the balance due upon completion. Managed Services are invoiced monthly at the start of each billing period. On-Demand Services are invoiced upon completion.

6.8. Overdue Accounts. We reserve the right to withhold delivery, discontinue work, and/or deactivate other services provided, if accounts are more than thirty (30) days overdue. All licences or transfers of ownership of any intellectual property rights under this Agreement, are conditioned upon receipt of payment in full, which shall be inclusive of any and all outstanding fees, taxes, interest, and other charges.

7. Responsibilities

7.1. Our Responsibilities. We'll perform the Services with professionalism and diligence, communicating clearly and using commercially reasonable efforts to meet agreed timelines. We'll (i) provide the Services described in each Project Order, Service Order, or other engagement in a professional and workmanlike manner consistent with reasonable industry standards, (ii) notify you if we identify issues that may affect quality, timelines, or scope, and collaborate on a suitable approach or Change Order, and (iii) exercise technical and creative flexibility where needed to achieve the desired outcome efficiently and securely. You acknowledge that recommended tools, frameworks, or methodologies may evolve during the work, and any changes that materially affect the agreed budget or schedule will be discussed and, if required, approved through a Change Order.

7.2. Your Responsibilities. Successful delivery of the Services depends on your active participation and cooperation. You'll (i) provide all requested information, content, and access required for us to carry out the Services, (ii) coordinate internal or third-party decision-making that may affect the work, (iii) review work promptly and provide clear, consolidated feedback or approvals, and (iv) ensure that all materials and instructions you provide are complete, accurate, and legally appropriate for use. These responsibilities apply to all Services under this Agreement.

8. Relationship of the Parties

8.1. Independent Contractor. We're an independent contractor and will determine, in our sole discretion, the manner and means by which the Services are performed. Nothing in this Agreement creates a partnership, joint venture, or employment relationship between us. Neither Party may bind the other except as expressly stated in this Agreement. Each Party is responsible for its own taxes, insurance, and employment obligations.

8.2. Subcontractors. We may engage independent contractors or service providers to assist in delivering the Services, and we remain responsible for their compliance with this Agreement.

8.3. Non-Exclusivity. This Agreement is non-exclusive. You may engage others to perform similar services, and we may offer and provide similar services to other clients.

8.4. No Solicitation. During the term of this Agreement and for two (2) years after its termination, you agree not to, directly or indirectly, solicit or attempt to solicit for employment any of our employees or contractors with whom you had contact in connection with the Services. You acknowledge that this restriction is reasonable and necessary to protect our legitimate business interests in our skilled team.

9. Representations and Warranties

9.1. By You. You represent and warrant that (i) you own or have sufficient rights to permit the use of all Client Content and other materials you provide; (ii) your use of the Services and Deliverables will comply with all applicable laws and regulations; and (iii) your materials and instructions will not infringe or violate the rights of any third party.

9.2. By Us. We represent and warrant that (i) we'll perform the Services in a professional and workmanlike manner consistent with reasonable industry standards; and (ii) except for any Third-Party Services and Client Content, the Deliverables will, to the best of our knowledge, be our original work and won't knowingly infringe the rights of any third party.

9.3. No Other Warranties. Except as expressly stated in this Agreement, neither Party makes any other warranties, express or implied, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

10. Clutch Guarantee

10.1. Application. Each new services engagement entered into while we participate in the Clutch Guarantee programme is subject to this section. For matters governed by the Guarantee, this section prevails over conflicting terms of this Agreement and any applicable Project Order, Service Order, or Change Order.

In this section, “Service Provider” means Twirling Umbrellas Ltd., “Buyer” means Client, and “this Agreement” means the agreement for the applicable engagement. “Work Product” means “Guarantee Work Product”. The fallback execution date is the date the applicable engagement is accepted.

10.2. Clutch Guarantee Coverage. Service Provider participates in the Clutch Guarantee program administered by Clutch.co ("Clutch"). Accordingly, this engagement is covered by the Clutch Guarantee and is subject to the terms set forth in this Section. The “Clutch Guarantee” means the 14-calendar-day satisfaction guarantee offered to the Client (“Buyer”) in accordance with the terms that are set forth in this Section.

For the avoidance of doubt, Clutch is not a party to this agreement. Clutch is the facilitator of the Clutch platform and the administrator of the Clutch Guarantee, does not provide the underlying professional services, guarantee service outcomes, or assume contractual liability for engagements between Service Provider and Buyer.

10.3. Guarantee Period. The Guarantee Period begins on the Project Start Date and expires at 11:59 PM Eastern Time on the fourteenth (14th) calendar day thereafter. The "Project Start Date" shall be the date of the initial project kickoff meeting between the parties, as documented in writing. If no project kickoff meeting is scheduled or conducted the Project Start Date shall be the date agreed to by the parties in writing for the Service Provider to commence performance of the services. If neither a project kickoff meeting nor a written project start date exists, the Project Start Date shall default to the date of execution of this Agreement.

10.4. Cancellation and Refund. If the Buyer submits a written cancellation request to the Service Provider through email or other reasonable written communication channel used by the parties during the engagement at any time during the Guarantee Period, the Service Provider shall issue a refund equal to one hundred percent (100%) of all Guaranteed Fees. “Guaranteed Fees” means all fees paid by Buyer to Service Provider on or before the expiration of the Guarantee Period in connection with the project subject to the Clutch Guarantee, including any upfront or initial project fees, but excluding third-party costs incurred at Buyer's direction and any fees payable by Buyer to Service Provider under separate agreements. The refund shall be issued within fifteen (15) business days of receipt of the cancellation request. The Buyer is not required to provide a reason for the cancellation request. Service Provider will not condition, delay, reduce, offset or withhold the refund based on work performed, partial completion, dissatisfaction disputes, intellectual property disputes or any other claim arising during the Guarantee Period.

For the avoidance of doubt, the refund obligation is solely between the Service Provider and the Buyer. Clutch is not a party to this Agreement and bears no financial obligation under the Clutch Guarantee.

10.5. Effect of Refund. Notwithstanding any provision of this Agreement to the contrary regarding ownership of intellectual property, work product, deliverables, or licenses, the following shall apply upon the issuance of a refund pursuant to the Clutch Guarantee:

(a) Nothing in this Section shall transfer ownership of, or otherwise affect, the Buyer's pre-existing intellectual property, confidential information, data, content, materials, know-how, or other information owned by the Buyer and provided or made available to the Service Provider in connection with the engagement (collectively, the "Buyer Pre-Existing Materials"), all of which shall remain the property of the Buyer.

(b) Upon issuance of the refund, Buyer shall immediately cease all using the Work Product and, at the Service Provider's election, destroy or return all copies of the Work Product in the Buyer's possession or control; provided, however, that the Buyer may retain its Buyer Pre-Existing Materials. Buyer shall have no further right to use, reproduce, distribute, exploit, or otherwise benefit from the Guarantee Work Product following issuance of the refund. For purposes of this Section, “Guarantee Work Product” means all work product, deliverables, drafts, code, designs, strategy documents, analyses, recommendations, and other materials created or delivered by the Service Provider for Buyer during the Guarantee Period.

(c) Upon request, the Buyer shall provide written certification of compliance with this Section within five (5) business days.

10.6. Dispute Resolution. Any dispute arising under or relating to this Clutch Guarantee clause shall be resolved as follows:

(a) Informal Dispute Resolution. The parties shall first attempt to resolve the dispute directly between themselves. The parties may voluntarily participate in informal dispute resolution discussions or mediation. Any such discussion or mediation shall be conducted in good faith and shall commence within ten (10) business days of written notice of the dispute.

(b) Binding Arbitration. If the dispute is not resolved within fifteen (15) calendar days of commencement of good faith dispute resolution discussions, the parties will submit the dispute to binding arbitration administered by New Era ADR, Inc. Such dispute may be submitted to the New Era portal located at http://app.neweraadr.com/ <http://app.neweraadr.com/>. The arbitration shall be conducted in accordance with the rules of the designated provider and shall conclude within thirty (30) calendar days of filing the arbitration claim. The Service Provider shall bear all arbitration fees and administrative costs. The decision of the arbitrator shall be final and binding on both parties.

(c) Disclaimer. Clutch shall not be deemed a party to any arbitration or dispute proceeding arising under this Section or the Clutch Guarantee. In its sole discretion, and at the Buyer's request, Clutch may provide administrative assistance in connection with initiating an arbitration proceeding, including facilitating initiation of an arbitration or submitting an arbitration filing authorized by the Buyer. Any such assistance shall not cause Clutch to become a party to the dispute or arbitration proceeding, constitute representation of either party, or alter the parties' respective rights or obligations under this Agreement.

10.7. Material Limitations and Disclosures. The Clutch Guarantee is subject to the following limitations:

(a) The Guarantee applies only to cancellation requests received in writing on or before the expiration of the fourteen (14) calendar day Guarantee Period. Requests received after the expiration of the Guarantee Period are not eligible.

(b) The Guarantee covers only the Guaranteed Fees. It does not cover fees for services rendered outside the scope of this Agreement, third-party costs incurred at the Buyer's direction, or fees paid under separate agreements.

(c) The refund obligation is the sole responsibility of the Service Provider. Clutch does not guarantee, underwrite, or otherwise assume financial responsibility for any refund under this clause.

(d) Exercise of the Guarantee is contingent upon the Buyer's compliance with the Intellectual Property Reversion provisions set forth in Section 10.5 above.

(e) The Clutch Guarantee is intended to support good-faith business engagements only, and may be suspended, denied or deemed unavailable in cases involving fraud, unlawful conduct, bad-faith activity or repeated abusive cancellation practices by Buyer.

11. Confidential Information

11.1. Obligations. Each Party may receive confidential or proprietary information ("Confidential Information") from the other in connection with this Agreement. Each Party agrees to (i) keep such information strictly confidential, (ii) use it only as necessary to perform its obligations under this Agreement, and (iii) disclose it only as required by law, with the other Party's written consent, or to personnel, contractors, and service providers who need it to perform this Agreement and are bound by confidentiality.

11.2. Exclusions. Confidential Information doesn't include information that (i) is or becomes publicly available through no fault of the receiving Party, (ii) was already known to the receiving Party without restriction before disclosure, or (iii) is lawfully received from a third party without an obligation of confidentiality.

11.3. Data Processing. To the extent that we process any Personal Information on your behalf, in connection with the Services, both parties agree to be bound by the terms of our Data Processing Addendum (available at https://twirlingumbrellas.com/dpa <https://twirlingumbrellas.com/dpa/>), which is incorporated by reference into this Agreement.

12. Intellectual Property

12.1. Ownership. Upon completion of the Services and full payment of all related fees, we assign to you all copyrights and trademarks in the final Deliverables, excluding any Agency Tools or Third-Party Services described below. We retain the right to display or reference the Deliverables in our portfolio, case studies, or promotional materials.

12.2. Agency Tools. Agency Tools remain our property. Once the applicable fees are paid, you have a perpetual, non-exclusive licence to use and modify them as part of the Deliverables. Separate use or distribution of Agency Tools requires our written consent.

12.3. Third-Party Services. Deliverables may incorporate or rely on third-party software, platforms, or licensed assets (collectively, "Third-Party Services"), which are governed by their respective Third-Party Terms. We don't assign, sublicense, or otherwise transfer any rights to Third-Party Services beyond what's permitted by their providers, and your use of such services may require separate licences or renewals.

12.4. Working Files. Working Files remain our property and are not included unless specified in the Order. Files needed to operate and maintain the delivered software are included.

13. Indemnification

13.1. By You. You agree to indemnify and hold us harmless from any third-party claims, losses, damages, or liabilities (including reasonable legal fees) arising from (i) your breach of this Agreement or your warranties, or (ii) any materials or content you provide that infringe or violate another's rights, to the extent permitted by law. We'll

notify you promptly of any such claim and cooperate as reasonably required. You'll control the defence and settlement, provided that you don't enter into any settlement that imposes obligations or admissions on us without our written consent.

13.2. By Us. We agree to indemnify and hold you harmless from any third-party claims, losses, damages, or liabilities (including reasonable legal fees) arising from (i) our breach of the express warranties in this Agreement, or (ii) any third-party claim that the Deliverables (excluding Client Content and Third-Party Services) infringe upon a third-party's copyright or trademark rights, to the extent permitted by law. You'll notify us promptly of any such claim and cooperate as reasonably required. We'll control the defence and settlement, provided that we don't enter into any settlement that imposes obligations or admissions on you without our written consent.

14. Limitation of Liability

14.1. MAXIMUM LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT—REGARDLESS OF HOW THE CLAIM ARISES, WHETHER IN CONTRACT, NEGLIGENCE, OR OTHERWISE—WILL NOT EXCEED: (A) FOR PROJECT SERVICES OR ON-DEMAND SERVICES, THE TOTAL FEES YOU PAID TO US FOR THE APPLICABLE PROJECT ORDER OR REQUEST; AND (B) FOR MANAGED SERVICES, THE TOTAL FEES YOU PAID FOR THOSE SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES—INCLUDING LOSS OF PROFITS, REVENUE, GOODWILL, OR DATA, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY—EVEN IF WE'VE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. Term & Termination

15.1. Term. This Agreement begins on the Effective Date and remains in effect until terminated in accordance with this section.

15.2. Termination. Either Party may terminate this Agreement: (i) for convenience, by providing at least thirty (30) days' written notice to the other Party; (ii) by mutual agreement, effective immediately upon written agreement of both Parties; or (iii) for cause, effective immediately if either Party (a) becomes insolvent, files for bankruptcy, or makes an assignment for the benefit of creditors, or (b) materially breaches this Agreement and fails to remedy the breach within ten (10) days after receiving written notice of it.

15.3. Compensation. If this Agreement is terminated, we'll be compensated for all Services performed up to the effective date of termination, including (i) any advance payments or deposits due, (ii) hourly fees for work performed and any approved expenses incurred up to that date, and (iii) if the applicable Project Order specifies a minimum term or commitment, a termination fee equal to the average of two (2) months of the Services identified in that Project Order.

15.4. Return of Confidential Information. Upon termination of this Agreement, each Party will promptly return or, at the disclosing Party's request, destroy all Confidential Information belonging to the other Party. Copies required by law and routine backups awaiting replacement may be retained, subject to continuing confidentiality.

15.5. Survival. Any provisions that by their nature should survive termination will remain in effect, including non-solicitation, ownership of intellectual property, confidentiality, payment obligations, indemnification, limitation of liability, and dispute resolution.

16. General Provisions

16.1. Modifications & Waiver. Except for SLA and DPA updates permitted below, this Agreement may only be modified in writing signed by both Parties. Any modification or exception agreed to in a Project Order, Service Order, or other written agreement between the Parties will apply only to that specific engagement and won't constitute a waiver or amendment of this Agreement as a whole. A failure by either Party to enforce any provision of this Agreement won't constitute a waiver of that provision or any other provision, nor will any waiver of a particular breach constitute a continuing waiver.

We may update the SLA and DPA for routine operational changes that do not materially reduce the service commitments or protection of Client Personal Information. We will give affected clients at least thirty (30) days' written notice of material changes. Material changes take effect only at the next renewal of the affected ongoing Services after that notice period; they do not change the current term or an existing Project Order unless both Parties agree in writing. For month-to-month Services, renewal means the start of a monthly billing period. Changes strictly necessary to comply with law or address an urgent security risk may take effect sooner, limited to what is necessary, with notice as soon as reasonably practicable. Any additional notice or other requirements under Applicable Privacy Laws continue to apply.

16.2. Assignment. Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except in the event of a sale or transfer of the assigning Party's entire business or substantially all of its assets, in which case this Agreement may be assigned without consent. This Agreement binds and benefits the Parties and their respective successors and permitted assigns.

16.3. Disclaimer. You acknowledge that it's your sole responsibility to ensure the Services meet your needs, goals, and expectations. We make no guarantees, representations, or warranties beyond those expressly stated in this Agreement.

16.4. Force Majeure. We won't be liable for any delay or failure to perform caused by events beyond our reasonable control, including acts of God, natural disasters, war, terrorism, labour disputes, epidemics, or government actions ("Force Majeure Events"). In the event of a Force Majeure Event, we'll notify you as soon as reasonably possible and propose a revised schedule. If the Parties can't agree to revised terms, either Party may terminate this Agreement upon full payment for Services completed and Deliverables accepted up to the termination date.

16.5. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions remain in full force and effect. Any unenforceable term will be interpreted as narrowly as necessary to make it enforceable.

16.6. Independent Legal Advice. You acknowledge that you've read and understood this Agreement and have had the opportunity to obtain independent legal advice before agreeing to its terms.

16.7. Governing Law & Jurisdiction. This Agreement is governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The Parties irrevocably submit to the exclusive jurisdiction of the courts located in British Columbia for the resolution of any disputes arising under this Agreement.

16.8. Notices. All notices under this Agreement must be in writing and delivered by hand, courier, or email to the contact addresses identified in the applicable Order (or to such other address as either Party may later designate in writing). Notices are deemed received on the date of delivery or, in the case of email, on the next business day following transmission.

16.9. Entire Agreement. This Agreement, together with any applicable Project Orders, Service Orders, or Change Orders, constitutes the entire agreement between the Parties and supersedes all prior discussions, understandings, and agreements, whether written or oral, relating to its subject matter.

17. Acceptance

Each Order must identify or link to this Agreement before acceptance. Acceptance may be recorded by signature, email, or other written or electronic approval. The person accepting on behalf of each party confirms their authority to bind that party.

The version identified in the Order applies. If no version is identified, the version in effect when the Order is accepted applies. Publishing a revised MSA does not change existing agreements. SLA and DPA updates follow Section 16.1.