

Alpha Technologies Ltd.
Services Support Agreement

- 1.0 SERVICE EQUIPMENT SCHEDULES.** The terms and conditions contained in this Master Service Agreement shall apply to all goods, equipment and service orders as specified in the Service Equipment Schedule (“SES”). Customer shall execute the first SES, and Customer hereby authorizes Alpha to prepare any subsequent SES with respect to any modifications and/or additions.
- a. **Additions.** In the event that Customer purchases or acquires additional Alpha equipment, such equipment can be added to the SES for an additional charge. Customer must request additions in writing and upon Alpha’s inspection and acceptance, equipment will be added to the Support Agreement.
 - b. **Deletions.** Following the initial Support Term, Customer may remove Equipment from a Support Agreement by providing Alpha written notice, in which case the removal shall be effective thirty (30) days following the end of the month of notification and the support fee adjusted accordingly. In the event that Equipment is removed from a Support Plan, there will be no refund or credit of prepaid fees.
 - c. **Changes to Support Plan pricing.** Support Plan pricing is subject to change at any time following the Initial Support Term upon thirty (30) days written notice to Customer.

2.0 SERVICES AND SUPPORT PLANS. Alpha or its authorized representative shall use commercially reasonable efforts to carry out the Service described on the SES, in accordance with generally accepted industry standards and Alpha policies ~~where such service option is described as a line item on the SES.~~ Customers who do not purchase a Support Plan may purchase services from Alpha on a time and material basis at Alpha’s then current rates and in accordance with its then current policies and procedures. Services not offered pursuant to this Agreement nor set forth on this SES are available to Customer at Alpha’s prevailing rates. For a list of services, please see www.alpha.ca/service. For the purposes of this Agreement, normal working hours are defined as 8:00 am to 5:00 pm Monday to Friday in the geography of the Services location excluding company observed holidays.

3.0 PAYMENT TERMS. All payments shall be in the currency identified on the SES. Notwithstanding the foregoing, Alpha reserves the right to require payment in full prior to the shipment of goods and / or provision of any Support Services. Customer shall pay the annual and/or prepayment amounts as set forth on the SES. Annual amounts shall be due on the Effective Date. Prepayment amounts may apply in lieu of other amounts and are due and payable on the Prepayment Date. Other amounts payable pursuant to this Agreement shall be net thirty (30) days after date of invoice. Any amounts not paid by Customer when due shall bear interest at standard prevailing rates. Customer’s failure to pay any amounts when due shall give Alpha the right, upon ten (10) days prior written notice, to terminate this Agreement and performance of Service provided herein.

4.0 TAXES. In addition to amounts due hereunder, Customer shall promptly pay when due any and all taxes, assessments, and government charges (exclusive of net income taxes of Alpha) now or hereafter imposed under the authority of a Federal, Provincial, or Municipal taxing jurisdiction.

6.0 SUPPORT TERM, RENEWAL AND TERMINATION. The initial term of the Service Agreement shall be for the period and effective date stated on the SES and shall continue until this Agreement is terminated. Thereafter, the Service Agreement shall automatically renew at Alpha’s then effective policies, support plans and current price schedule for successive twelve (12) month periods unless either party provides written notice of non-renewal ninety (90) days prior to the end of the Initial Support Term. Alpha may withhold Service or terminate this Agreement and charge for time and materials for service if Customer is in default of payment or any other obligations under this Agreement or any other agreement with Alpha. Alpha is not responsible under this Agreement if not allowed access to the Equipment.

7.0 EQUIPMENT LOCATION. Alpha shall have no obligation to provide Service if equipment is moved from the location specified in the SES without written authorization by Alpha. All costs incurred by Alpha associated with equipment not being in such specified locations shall be paid by Customer. Service will not be provided if equipment is moved outside of Alpha’s operating territory. Customer shall advise Alpha of the exact location of equipment when requesting Service from Alpha. If “DEPOT” is indicated on SES with respect to any equipment then Customer shall be responsible for any shipment of such equipment to the nearest company Service Depot.

8.0 TEMPORARY EQUIPMENT REPLACEMENT. Alpha shall not be responsible for providing temporary replacement of equipment while carrying out any Service. Such temporary replacement may be provided under a separate agreement at Alpha prevailing rates for such service.

9.0 INSPECTION. Equipment set forth in a SES that has not been under continuous maintenance by Alpha, and/or has been relocated, and/or modified other than Alpha will be subject to inspection and Customer shall pay Alpha's prevailing inspection rates for such inspection. Should such inspection reveal the need for Services above and the SES, then Customer shall be liable for any and all additional charges.

10.0 TRAVEL. Customer shall pay travel charges and per diem in the amounts specified in the SES for each Service visit to Customer's premises in addition to other amounts payable regardless of the service option specified, unless Customer is paying for such visit on an hourly basis in accordance with Clause XX.

11.0 PARTS. Parts used to replace defective parts shall be new or equivalent to new in performance. Title to replacement parts shall pass to Customer and the defective parts shall become the property of Alpha.

12.0 LABOUR. A minimum of a four (4) hour charge shall be paid for labour carried out if not inclusive of this Agreement. Labour shall be charged and paid for in 1/4 hour increments once the appropriate minimum time has expired. Labour hours shall be portal to portal.

13.0 ADDITIONAL SERVICES. Additional Services not offered pursuant to this Agreement nor set forth on this SES are available to Customer at Alpha's prevailing rates. For a list of services, please see www.alpha.ca/service.

14.0 SAFETY. Alpha reserves the right to refuse to carry out any work which, in Alpha's opinion, would be considered hazardous. Alpha shall not be responsible in any way to Customer for any such refusal. Alpha shall comply with all of Customer's safety requirements where applicable; however, any protective clothing or any other unique safety equipment necessary as a result of Customer's requirements shall be provided to Alpha at no cost.

15.0 CUSTOMER RESPONSIBILITIES. Customer shall:

- a. Provide all maintenance records for services performed, if requested by Alpha;
- b. Agree to assist and cooperate in diagnosis and service, if requested by Alpha.
- c. Provide necessary power outlets, conduit, grounding and anti-static needs for operation and Services as may be required. Provide easy and obstacle free access to equipment and shall permit Alpha's employees or its authorized representative to enter the Customer's premises at all reasonable times to carry out Service;
- d. Pay to Alpha amounts to cover the cost of accommodation and meals for Alpha's employees or authorized representatives ("per diem");
- e. Pay for the actual cost of Alpha's travel expenses if commercial transportation is required for any Service;
- f. Inform Alpha promptly if there are relocations, upgrades, enhancements, modifications, service, maintenance or any other changes or deletions to equipment other than by Alpha authorized service representatives;

16.0 SERVICE ACKNOWLEDGMENT. Any employee of Customer requesting Service from Alpha shall be deemed to commit Customer and pay all amounts associated with such Service.

17.0 WARRANTY LIMITATIONS.

- a. Alpha warrants the Goods to be free of manufacturing defects in material and workmanship, as fully described on the warranty statement (www.alpha.ca/warranty) and fully incorporated herein by this reference.

- b. Repair labour warranties are described in the warranty statement.
- c. Customer's sole remedy under the warranty described in this Section shall be, at Alpha's option: (1) re-performance of the non-conforming Support Services, or (2) refund of the amount paid by Customer for the non-conforming Support Services.

18.0 DISCLAIMER AND LIMITATION OF LIABILITY. NEITHER ALPHA NOR ITS AUTHORIZED REPRESENTATIVE GUARANTEE OR WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION ABSENCE OF DATE-RELATED INTERRUPTIONS OR ERRORS. THERE ARE NO REPRESENTATIONS, CONDITIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AT LAW, OR ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, AND IN PARTICULAR, WITHOUT LIMITATION, NO CONDITIONS OR WARRANTIES OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY OR DATE-RELATED COMPLIANCE, EXCEPT AS EXPRESSLY SET FORTH HEREIN OR REFERRED TO HEREIN, AND SUCH STATED WARRANTY IS IN LIEU OF ALL OBLIGATIONS OR LIABILITY ON THE PART OF ALPHA OR ITS AUTHORIZED REPRESENTATIVE.

NOTWITHSTANDING ANY EXPRESS OR IMPLIED LAW, OR OTHER TERM CONTAINED IN THIS AGREEMENT TO THE CONTRARY, THE JOINT AND SEVERAL LIABILITY OF ALPHA AND/OR ITS AUTHORIZED REPRESENTATIVE TO CUSTOMER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, IS LIMITED TO DIRECT LOSS PAYABLE BY THE CUSTOMER HEREUNDER. UNDER NO CIRCUMSTANCES WILL ALPHA OR ITS AUTHORIZED REPRESENTATIVE BE LIABLE FOR ANY LOSS OF PROFIT OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR DAMAGES IN CONNECTION WITH DATE-RELATED EQUIPMENT FAILURES OR ERRORS (IN PARTICULAR, BUT NOT LIMITED TO, EQUIPMENT FAILURES OR ERRORS ARISING OUT OF THE CHANGE IN THE CENTURY) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ALPHA OR ITS AUTHORIZED REPRESENTATIVE KNEW OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE LEGAL THEORY ASSERTED, INCLUDING BUT NOT LIMITED TO CONTRACT (INCLUDING FUNDAMENTAL BREACH) AND TORT (INCLUDING NEGLIGENCE).

19.0 INDEMNIFICATION. Alpha will indemnify and hold Customer harmless from liabilities, claims, demands, costs and expenses, arising out of any personal injury, death, or direct damage to tangible property to the extent, but only to the extent, that such injury, death or damage is directly caused by the negligence of Alpha, its officers, employees, or representatives in performing its obligations hereunder.

20.0 DELAYED PERFORMANCE. If the performance of this Agreement, or of any obligation hereunder is interfered with by reason of any circumstances whatsoever beyond the control of either party, excluding payment for Services rendered, then the party affected shall be excused from such performance on a day-to-day basis to the extent of such interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so interfered with); provided that the party so affected shall use reasonable efforts to remove such causes of non-performance. Notwithstanding the aforementioned circumstances, Alpha will, to the best of its ability, provide the Service covered herein.

21.0 ASSIGNMENT. This contract shall apply to, enure to the benefit of, and bind the heirs, executors, administrators, successors, and assigns of Alpha and Customer. Customer may assign this Agreement upon Alpha's written consent which shall not be unreasonably withheld.

22.0 GENERAL. Should any portion of this Agreement for any reason be held to be void in law or in equity, the Agreement shall be construed, so far as is possible, as if such portion had never been contained therein. Failure of either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as a waiver affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto. Services of all notices hereunder shall be sufficient if given in writing and either delivered personally or mailed postage prepaid to the other party at the address set forth on the reverse hereof. The terms and conditions of this Agreement shall prevail notwithstanding any order submitted by Customer, and shall not be deemed or construed to be modified, amended, rescinded, cancelled, or waived in whole or in part, except by a written amendment signed by the parties hereto. No action,

regardless of form, arising out of the transactions under this Agreement, may be brought by either party more than two (2) years after the cause of action has occurred. This Agreement shall be construed and interpreted in accordance with the laws of the Province of British Columbia. This Agreement and any appendices or addendums executed by the parties constitutes the entire agreement between the parties, and there are no other representations, written or oral, applicable to the subject matter hereof or to Equipment, except as expressly set forth herein, or as may be hereafter set forth in writing executed by the party to be charged thereunder. The language of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. The parties agree that this Agreement has been prepared jointly and has been the subject of arm's length and careful negotiation. Each party has been given the opportunity to independently review this Agreement with legal counsel and other consultants, and each party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, the drafting of the language of this Agreement shall not be attributed to either party.

23.0 HEADINGS. Insertion of headings in this Agreement is for convenience only and shall not affect interpretation thereof.