

DIGITAL MARKETING AND FRONT AND BACK-END MARKETING SYSTEM AUDIT

GENERAL TERMS

Last revised January 27th, 2023.

These GENERAL TERMS (“Terms”) are a binding legal agreement between **Integration Yantra Inc.** (“Company”), having a business address at 357 Avenue Charron, L’Île-Bizard, QC H9C 1L9, and you the recipient of the Company’s direct invitation to a free Digital marketing and front and back-end marketing system audit, as defined in attached Schedule A (“you” or “User”).

READ THESE TERMS CAREFULLY. THEY INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS AND A CLAUSE THAT GOVERNS THE VENUE OF DISPUTES.

In consideration of the mutual obligations specified in these Terms, the parties, intending to be legally bound hereby, agree to the following:

1. Services.

(a) User hereby authorizes Company to perform the services and Deliverables defined in the Statement of Work (the “SOW”) attached as Schedule A (all together the “Services”) only on an “as is” and “if and when provided” basis, at Company’s discretion and choice. No change to the Services will be valid unless through a prior written amendment signed by Company and User.

(b) The “Deliverables”, if any, are defined in an agreed SOW and exclude Company’s IP (as that term is defined in section 5 below).

(c) The parties acknowledge that collaboration between them is essential to the good and timely performance of the Services. User agrees to keep Company updated as soon as practicable of any progress, problems, and/or developments that may impact the performance of the Services. Notably, User must provide Company with access to any relevant personnel to, among other things, promptly provide any necessary feedback or information required to be incorporated into the Services.

(d) The contractual relationship contemplated in these Terms and any SOW doesn’t change anything about User’s relationship with third parties. These relationships remain at all times governed by the terms User has agreed separately with each of these third parties. User remains at all times solely responsible for third party tools, content, hosting and changes that may impact the Services, and for all choices made in connection with third party offerings.

2. Free Basis

(a) The Services are provided free of charge only to help User determine whether it would like to enter into further agreement with Company. Any such further agreement is at no obligation to either User or Company.

3. Nondisclosure.

(a) Each party understands that, in connection with these Terms, it may receive, or otherwise be exposed to the other Party’s trade secrets, business, proprietary and/or technical information, on any support or media, including without limitation, information concerning customer or supplier lists, customer support strategies, employees, research and development, financial information (including sales, costs, profits, and pricing methods), manufacturing, marketing, proprietary

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software, proprietary databases, hardware, firmware, and related documentation, inventions (whether patentable or not), know-how, show-how, and other information considered to be confidential by a party, and all derivatives, improvements and enhancements to any of the above, in addition to all information Company receives from others under an obligation of confidentiality (all the above together hereinafter "Confidential Information").

(b) Each Party acknowledges that the Confidential Information is the sole, exclusive and extremely valuable property of the other party. Accordingly, the parties hereby agree to the Nondisclosure Terms attached hereto as Schedule B (the "Nondisclosure Terms"). Notwithstanding any other terms, the terms of said Schedule B and of this section 3 shall survive the expiry or termination of these Terms for any cause.

4. No Warranty.

4.1 By Company.

(a) Because the Services are provided on a free basis and for evaluation only, Company makes no warranty in connection with the Services. The Services are provided "as is", if and when provided by Company, at Company's choice and discretion with no commitment on any time frame or quality level.

(b) COMPANY DOES NOT WARRANT THAT ALL DEFECTS OR ERRORS CAN BE CORRECTED, OR THAT THE SERVICES WILL OPERATE IN COMBINATION WITH ALL USER MATERIAL OR ANY OTHER HARDWARE, SOFTWARE, SYSTEMS SERVICES OR DATA NOT PROVIDED BY COMPANY.

(c) THE PARTIES EXCLUDE ANY IMPLIED OR STATUTORY OBLIGATIONS OR WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED OR STATUTORY WARRANTIES OF TITLE, MERCHANTABILITY, RESULT OR FITNESS FOR PURPOSE.

(d) User shall not be entitled to request any reperformance of the services.

4.2 By User.

(a) User warrants to Company: (a) that to the best of User's knowledge, any tools, material, content, code, documentation or data (including those of third parties) provided by User to Company for use by Company in the course of the Services do not infringe the rights of any third party; (b) that User shall comply with the terms and conditions of any licensing terms which govern the use of third party tools, material, content, code, documentation or data; (c) User will obtain all necessary and appropriate rights and licenses to grant license to Company to use any third party tools, material, content, code, documentation or data.

(b) User warrants to Company: (a) that any User content necessary for the performance of the Services will be in a form suitable for use in the Services without further preparation by Company, unless agreed otherwise in a SOW; (b) that User will proofread, test and evaluate the Services prior to acceptance, failing which User will be charged for any corrections requested after acceptance; (c) that User will resolve negative reviews and less relevant stories published on various online community platforms; and (d) that User will resolve issues relate to website safety and security.

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5 Intellectual Property. License.

(a) User acknowledges Company's or Company's licensors sole and exclusive right, title and interest in and to any tools, material, content, code, documentation or data of Company or Company's licensor existing prior to the Effective Date, as well as to all future versions thereof modified, developed or edited during the Term or thereafter ("Company's IP"). Notwithstanding any other term, User does not acquire, and is not assigned, any rights, copyright, patent, right to apply for copyright or patent, or interest in Company's IP hereunder.

(b) Company retains all right, title and interest, including without limitation any copyright, mask work, patent, trade secret, or other intellectual property rights in and to the Deliverables.

(c) The parties acknowledge that nothing in these Terms shall limit or prevent Company from exercising present or future business or entering into similar terms with others.

(d) Subject the other sections of this section 5, Company grants to User a limited, non-exclusive, non-transferable, paid up, perpetual license to use the Deliverables for the sole purpose of evaluating whether User wishes to enter into further agreement with Company in usual course of business, and not for stand-alone resale or use as a service bureau. All other rights are reserved.

6. Indemnification.

User will indemnify, defend, and hold harmless each of Company and its officers, directors, employees, successors and assigns (collectively the "Indemnified Parties") from and against all claims, suits, demands and actions brought against the Indemnified Parties or tendered to the Indemnified Parties for defense and/or indemnification (collectively "Claims"), and for all damages, losses, costs, and liabilities (including reasonable attorney and professional fees) (collectively "Losses") that result or arise from Claims, which in whole or in part, directly or indirectly: (i) allege that any Services provided hereunder, or any part thereof, or its manufacture, use, import, support, sale or distribution infringe, misappropriate, or violate any intellectual property rights of any third party; or (ii) allege that in the provision of Services provided hereunder has caused personal injury or damage to property. In addition to the above, User will pay all amounts agreed to in a monetary settlement of the Claims and all Losses that result or arise from the Claims. This section 6 shall survive the expiry or termination for any cause of these Terms for a period of two (2) years thereafter.

7. Limitation of Liability.

EXCEPT TO THE EXTENT OF A PARTY'S INDEMNIFICATION OBLIGATION OR BREACH OF ITS CONFIDENTIALITY OBLIGATION CONTAINED HEREIN OR A PARTY'S WILLFUL INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS OR ANY SOW MADE IN ITS APPLICATION, WHETHER THE CLAIM IS BASED IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR IN CONTRACT, AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION, LOSS OF PROFIT, INCOME, SAVINGS, CONTENT OR DATA, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. USER WAIVES ALL CLAIMS FOR DAMAGES UNDER ANY THEORY OF LAW (INCLUDING NEGLIGENCE AND INTENTIONAL BREACH) AGAINST COMPANY, EXCEPT FOR DAMAGES FOR BODILY INJURY.

THE EXCLUSIONS AND LIMITATIONS OF THIS CLAUSE 7 DO NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

THE PARTIES AGREE THAT THEY WOULD NOT HAVE CONTRACTED BUT FOR THE ALLOCATION OF RISKS AGREED IN THIS

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SECTION 7, AND THAT SUCH ALLOCATION OF RISKS HAS BEEN REFLECTED IN ANY PRICE OR RATE THEY AGREED HEREUNDER.

8. Term and Termination.

(a) These Terms shall commence on the Effective Date and shall continue in effect for so long as Services are being rendered under a SOW (the "Term"). Company will communicate the Effective Date to User after User's acceptance of these Terms, it being understood that the Services contemplated herein will be scheduled on a first come, first served basis. Company reserves the right to postpone or suspend the Effective Date indefinitely, notably in case of large volumes.

(b) Each party shall be entitled to terminate these Terms for its convenience upon simple three (3) day prior written notification to the other party. No termination indemnity shall be owed by either party by sole reason of exercising this convenience termination.

9. Changes.

(a) The Services are standard and change requests will not be accepted under these Terms.

10. Independent Contractor.

User and Company expressly agree and understand that Company is an independent contractor and nothing in these Terms nor the Services rendered hereunder is meant, or shall be construed in any way or manner, to create between them a relationship of employer and employee, principal and agent, partners or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Terms. Company is not the agent of User and is not authorized and shall not have the power or authority to bind User or incur any liability or obligation, or act on behalf of User.

Company shall be allowed to subcontract the whole or part of the Services.

11. Non-Solicitation. Non-Disparagement.

User agrees not to directly or indirectly solicit, hire, recruit any employee or subcontractor of Company, or attempt to do so, during the Term and for a period of two (2) years thereafter.

User agrees and covenants that it will not at any time make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments or statements concerning the Company or its businesses, or any of its employees, officers, and existing and prospective customers, suppliers, investors and other associated third parties.

12. General.

(a) These Terms contains no exclusivity binding on Company and none of its terms shall be so construed. These Terms may not be modified unless as mutually agreed upon in writing by both Company and User. All rights, obligations and

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provisions of these Terms that by their terms apply to time periods after the expiration or termination of these Terms shall survive the termination of these Terms regardless of the manner of such termination. Any waiver by Company of a breach of any provision of these Terms shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision hereof.

(b) User hereby agrees that each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein. Moreover, if one or more of the provisions contained in these Terms shall for any reason be held to be excessively broad as to scope, activity, subject or otherwise so as to be unenforceable at law, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear.

(c) Company shall have the right to assign these Terms to its successors and assigns and these Terms shall inure to the benefit of and be enforceable by said successors or assigns. User may not assign these Terms or any rights or obligations hereunder without the prior written consent of Company.

(d) THESE TERMS AND ALL ASPECTS OF THE RELATIONSHIP BETWEEN THE PARTIES HERETO SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF QUEBEC, EXCLUDING ITS CONFLICT OF LAWS RULES AND PRINCIPLES. ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS MAY BE SETTLED BEFORE THE COURTS HAVING SUBJECT MATTER JURISDICTION IN MONTREAL, QUEBEC AND THE PARTIES HEREBY SUBMIT TO THE NONEXCLUSIVE JURISDICTION THESE COURTS. EACH PARTY SHALL BEAR ITS OWN LEGAL COSTS IN ANY PROCEEDINGS, INCLUDING ITS OWN ATTORNEY'S FEES.

(e) These Terms, together with the Schedules attached hereto and herein incorporated by reference, contains the entire Terms between the parties hereto with respect to the transactions contemplated herein. All other negotiations and term (written or oral) between the parties are superseded by these Terms and there are no representations, warranties, understandings or terms other than those expressly set forth herein. The language of all parts of these terms will in all cases be construed as a whole in accordance with its fair meaning and not strictly for or against either party hereto.

(f) Any conflict between these terms and any of the Schedules attached hereto or any future SOW's, shall be controlled by the provisions of these terms.

(g) All notices provided for in these terms shall be given in writing and shall be effective when either served by hand delivery, electronic facsimile transmission, express overnight courier service, or by registered or certified mail, return receipt requested, addressed to the parties at their respective addresses as set forth at the beginning of these Terms, or to such other address or addresses as either party may later specify by written notice to the other.

(h) Save as expressly stated herein, these Terms creates no rights in favor of third parties.

(i) Each party to these Terms agrees to comply with all relevant export laws and regulations of the United States and other countries, including to assure that no Confidential Information, Services, Deliverables, or any portion thereof is exported, directly or indirectly, in violation of such laws. Services, technology, and technical data received by User from Company shall be deemed and treated as being classified under Export Control Classification Number EAR99 on the Commerce Control List of the U.S. Export Administration Regulations for purposes of export from the United States, unless Company clearly marks such technical data to the contrary and supplies alternative export control information. User agrees to indemnify, defend and hold harmless Company against any and all liability under U.S. export control laws, regulations and requirements in connection with export or re-export of the technical data received from Company if the technical data from Company is not clearly marked with alternative export control information.

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(j) Neither party shall be liable to the other party for any failure to perform, or delay in the performance of that party's obligations, when such failure to perform or delay in performance is caused by an event of force majeure, provided that the party whose performance is prevented or delayed shall give prompt notice of this to the other party. If the performance of a party's obligations is so delayed for more than 28 days, either party may immediately terminate these terms by notice in writing to the other party.. "Force majeure" shall mean any event outside the reasonable control of the affected party.

(k) Company may refer to User as a User and link User's websites for promotional and marketing purposes.

(l) Each party shall bear the costs it incurs in the preparation and negotiation of these Terms, including legal costs.

13. CHACUNE DES PARTIES ACCEPTE QUE CETTE ENTENTE EST REDIGEE EN LANGUE ANGLAISE. EACH PARTY HAS REQUESTED AND ACCEPTS THAT THESE TERMS ARE DRAFTED IN THE ENGLISH LANGUAGE.

14. Personal data

User hereby agrees to the use and export by Company of any personal data remitted to or accessed by Company under these Terms, as per the terms and for the purposes defined in the Privacy Policy found [\[here\]](#).

Schedule A
Statement of Work

1- **Monthly Fees & Payment terms:**

Not applicable. None.

2- **Other Expenses:**

Not applicable. None.

3- **Definition of Services**

Start date of the free digital audit: First come first served basis (to be communicated by the Company)

End Date of the free digital audit: Minimum 4 weeks from Start Date

Out of Scope and dependency:

1. User has expressly requested that any deliverables or audit report be prepared in English. Translation in other languages may be available at a cost to be pre-agreed.
2. User has stated that its website is available to audit in English.
3. User has expressly requested that cooperation and communication on the project will be in English.
4. During the audit process, we can ask more questions to website owners. We may ask for view-only access to various digital marketing, search engine optimization and CMS accounts. Website owners must provide all the information requested by Integration Yantra Inc. during the digital marketing and marketing system audit process.
5. This independent promotion cannot be merged with any ongoing contract or other offers. This offer is not valid for any current or prospective client whom we are discussing or currently working on the projects.
6. This offer is valid for Sole proprietors, Individuals, and small and medium size businesses + enterprises.
7. This offer is not valid for the industries in our competition which includes freelancers, Independent Contractors, digital marketing agencies, website development agencies, advertising agencies, creative marketing agencies, copywriters, branding agencies, branding experts, e-commerce marketing agencies or anyone offering similar services and solutions as Integration Yantra Inc.
8. Preparing the audit report will take a minimum of 4 weeks from the start date. The free 1-hour digital audit process may delay depending on the total number of free digital audit requests.

For any questions related to this promotional offer, don't hesitate to get in touch with us at:

info@integrationyantra.com

Direct Line: 514 586 2463

Toll-Free (USA & Canada Only): 1-833-IYANTRA (492-6872)

Work schedule:

Our office hours are from Monday to Friday between 8 AM to 5 PM Eastern Standard Time zone.

Office Close: Saturday & Sunday

Holiday Schedule:

Company will be closed on all Statutory Holidays in Quebec.

Christmas Holiday: December 23rd to January 03rd

4. **Definition of Deliverables:**

a) Free digital marketing report prepared by Integration Yantra Inc. in English for the provided service website and other information using the promotional offer form by the website owner.

b) One-on-one 1-hour call with the site owner to discuss the prepared free digital marketing report.

c) Send a free digital marketing report in English to the user after discussing it with the website owner.

5 - **User provided tools.**

If required and if the company is using the below tools, Integration Yantra Inc. will request view-only access to the tools will be provided by User:

- Google search console
- Bing webmaster tools
- Analytics tools like Google Analytics etc.
- Digital marketing tools like Moz, SEMrush etc.
- Content Management Systems like WordPress, Drupal, Joomla etc.
- Various paid marketing tools

Schedule B
Non-Disclosure Terms

1. With respect to Confidential Information of the other Party, each Party shall: (a) hold such Confidential Information in confidence and protect it with the same degree of care with which receiving party protects its own Confidential Information, but in no event less than reasonable care; (b) use such Confidential Information only for the purpose(s) described in the Terms, except as may otherwise be mutually agreed to by the parties hereto in writing in advance of such use; (c) not copy or otherwise duplicate such Confidential Information, or allow anyone else to copy or otherwise duplicate any of such Confidential Information without disclosing party's prior written approval, except in the normal anticipated use thereof; (d) restrict disclosure of such Confidential Information solely to those employees, subcontractors, contractors with a need to know (collectively, the "Representatives"), and not disclose it to any other parties; (e) require that all Representatives agree to maintain the confidentiality thereof, and otherwise comply with the provisions hereof, by contract, work rules or other appropriate methods; and (f) promptly notify disclosing party in writing in the event that receiving party or its Representatives becomes legally compelled in a judicial, administrative or governmental proceeding to disclose any of the Confidential Information so that disclosing party, at its expense and under its control, may seek a protective order or other appropriate remedy and/or waive compliance with these Terms.
2. Receiving party shall not have any obligation to preserve the confidential nature of Confidential Information of disclosing party which: (a) Is already known by receiving party, as evidenced by a writing made or dated prior to the date of disclosure; or (b) Is or becomes generally known to the public at large through no wrongful act or other involvement of receiving party; or (c) Is received from an unaffiliated third party without an obligation of nondisclosure; or (d) Is independently developed by receiving party or for receiving party by third parties, without any access whatsoever to the Confidential Information; or (e) Is approved in advance for release by written authorization of an officer of disclosing party; or (f) must be disclosed by receiving party under sub-clause 1(f).
3. The disclosure of Confidential Information by disclosing party does not confer any license under any patent, trademark, copyright, or any other intellectual property right, by implication or otherwise and all right, title and interest in and to the Confidential Information, shall remain with, and vest exclusively in disclosing party.
4. The provisions hereof shall inure and accrue to the benefit and detriment of, and be binding upon the successors and assigns of the parties hereto.
5. Upon the termination or expiration of these Terms or at the written request and instruction of disclosing party, all Confidential Information furnished hereunder, including any copies thereof, shall, at the disclosing party's instruction, either be either returned to the disclosing party or destroyed and a certificate of destruction shall be timely provided by receiving party to disclosing party.