



# LMT Solutions General Service Agreement

This General Service Agreement (the “Agreement”) is dated

## Client Information

**Business Name:**

**Name:**

**Address:**

**Apartment Suite:**

**City:**

**Province/State:**

**Country:**

**Postal Code/ZIP:**

**Email:**

**Phone:**

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## Contractor Information

**Full Name:** Jordan Trask o/a LMT Solutions

**Address:** 204 Hythe Ave

**Apartment/Suite:**

**City:** 204 Hythe Ave

**Province/State:** British Columbia

**Country:** Canada

**Postal Code/ZIP:** V5B3H9

**Email:** j@lmt.ca

**Phone:** 604-330-3448 / 1-855-929-0067

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# 1. Background

A. The Client ( ) is of the opinion that The Contractor (Jordan Trask o/a LMT Solutions) has the necessary qualifications, experience and abilities to provide services to The Client ( )

B. The Contractor (Jordan Trask o/a LMT Solutions) is agreeable to providing such services to The Client ( ) on the terms and conditions set out in

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, The Client ( ) and The Contractor (Jordan Trask o/a LMT Solutions) (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

# 2. Term of Agreement

1. The term of this Agreement (the “Term”) will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.

2. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide **thirty (30) days'** written notice to the other Party.
3. The commitment term of this agreement is **open** from the signing of this agreement.
4. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
5. This Agreement may be terminated at any time by mutual agreement of the Parties.
6. Except as otherwise provided in this Agreement, the obligations of The Contractor (Jordan Trask o/a LMT Solutions) will end upon the termination of this Agreement.

### 3. Warranty

1. The Contractor (Jordan Trask o/a LMT Solutions) will provide a thirty **(30) day warranty** on the service provided within reason.
2. The Contractor (Jordan Trask o/a LMT Solutions) will work with The Client ( ) to remedy the work completed to a satisfactory level determined by industry standards.

### 4. Currency

1. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in CAD (Canadian Dollars).
2. All applicable taxes will be applied to invoices and quotes.

## 5. Services Provided

1. The Client ( ) hereby agrees to engage The Contractor (Jordan Trask o/a LMT Solutions) to provide The Client ( ) with the following services (the "Services").
  1. **General Technical Task**
  2. **Web Consulting and Support**
  3. **General Technical Support**
  4. **Server Administration**
  5. **Technical Business Consulting and Project Management**
  6. **Fractional CTO**
2. Any services not listed above require a written agreement that is agreed upon between The Client ( ) and The Contractor (Jordan Trask o/a LMT Solutions)
3. The matching of requested work to the above rates is completed at The Contractor's (Jordan Trask o/a LMT Solutions) discretion.

## 6. Compensation

1. The Contractor (Jordan Trask o/a LMT Solutions) will charge The Client ( ) for the Services as follows (the "Compensation").
  1. **General Technical Task - \$60/hour CAD**
  2. **Web Consulting and Support - \$80/hour CAD**
  3. **General Technical Support - \$100/hour CAD**
  4. **Server Administration - \$120/hour CAD**
  5. **GridPane WordPress/Server Administration - \$120/hour**

## CAD

6. **Technical Business Consulting and Project Management - \$150/hour CAD**

7. **Fractional CTO - \$150/hour**

2. Any services not listed above require a written agreement that is agreed upon between The Client ( ) and The Contractor (Jordan Trask o/a LMT Solutions)
3. All-time will be charged in **15-minute increments**.
4. A retainer is required before work commences.
  1. The retainer will be used as a draw based on the above Hourly Rate.
  2. Once exhausted, a retainer, subscription service, or open hourly rate can be created and discussed between The Contractor (Jordan Trask o/a LMT Solutions) and The Client ( )
  3. Either a \$500 (CAD) one-time fee **or** (two) 2 hours minimum of a specific service compensation that is being required.
  4. The retainer can be waived by The Contractor (Jordan Trask o/a LMT Solutions) at anytime in writing.
5. **Emergency Rate / After Hours Support**
  1. The Emergency Rate will be used by The Contractor (Jordan Trask o/a LMT Solutions) to bill The Client ( ) when the work requested is considered an Emergency.
  2. An Emergency is defined as **OUTSIDE** of regular business operating schedules detailed below.
    1. Regular Business Hours for The Contractor (Jordan Trask o/a LMT Solutions) are **9AM to 5PM PST** and **9AM to 5PM EST**

2. Regular Business Days are **Monday to Friday**
3. Regular Business Days do not include **statutory holidays**.
3. The emergency rate is time and a half of the service rate described above. Meaning that a typical service of **\$80 an hour** would be **\$80 (time) + \$40 (half) an hour** which totals **\$120 an hour**.
4. **The Emergency Rate rate doubles on Statutory Holidays observed in The Client ( ) time zone.**
6. The Client ( ) will be invoiced on the 1st or 15th of the month or invoiced one time if The Client ( ) is charged the retainer fee.
7. Invoices submitted by The Contractor (Jordan Trask o/a LMT Solutions) to The Client ( ) are due on receipt.
8. Alternative payment terms such as NET-15 and NET-30 can be arranged if agreed to in writing by The Contractor (Jordan Trask o/a LMT Solutions) and The Client ( ).
9. The Compensation as stated in this Agreement does not include **sales tax** or other **applicable duties** as may be required by law. Any sales tax and duties required by law will be charged to The Client ( ) in addition to the Compensation.
10. The Compensation can be modified at any time by The Contractor (Jordan Trask o/a LMT Solutions).
  1. The Contractor (Jordan Trask o/a LMT Solutions) must provide 5 business days notice in writing to The Client ( ) of modifications to The Compensation
  2. The Client ( ) can terminate the agreement in writing within 5 business days of receiving The Compensation modifications. At which point the agreement is terminated effective immediately.

## 7. Contact Methods

1. The Client ( ) has a number of methods to contact The Contractor (Jordan Trask o/a LMT Solutions) to engage in service.
2. Primary Method
  1. **Phone:** Toll-Free 1-855-929-0067
  2. **Email:** help@lmt.ca
  3. **Website:** help.lmt.ca
3. Secondary Methods
  1. Secondary methods are available if you subscribe to a communications package.
  2. Methods provided WhatsApp, SMS, Signal.
4. Immediate and Emergency methods.
  1. **Phone:** Toll-Free 1-855-887-7371
  2. **Email:** emergency@lmt.ca
5. Chat Support
  1. Chat is a **paid support option** that is subscription-based and is agreed upon outside of this contract.
  2. Methods
    1. **WhatsApp** - 1-855-929-0067
    2. **SMS** - 1-855-929-0067

### 3. Signal - 1-855-929-0067

6. There is no guaranteed return contact time unless specified outside of this contract in writing.

## 8. Service Level Agreement

1. This agreement is not a service-level agreement.
2. Timelines are agreed upon between The Client ( ) and The Contractor (Jordan Trask o/a LMT Solutions).
3. The Contractor (Jordan Trask o/a LMT Solutions) will provide their "best-effort" to meet any timelines provided by The Client ( ).
4. There is no penalty or compensation to The Client ( ) for The Contractor (Jordan Trask o/a LMT Solutions) missing timelines, deadlines, or commitment dates

## 9. Reimbursement of Expenses and Late Payment

1. The Contractor (Jordan Trask o/a LMT Solutions) will be reimbursed from time to time for reasonable and necessary expenses incurred by The Contractor (Jordan Trask o/a LMT Solutions) in connection with providing the Services.
2. All expenses must be pre-approved by The Client ( ).
3. Any late payments will trigger a fee of ten percent (10.00%) per month on the amount still owing.

## 10. Confidentiality

- 11.** Confidential information (the “Confidential Information”) refers to any data or information relating to the business of The Client ( ) which would reasonably be considered to be proprietary to The Client (( ) including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of The Client ( ) and where the release of that Confidential Information could reasonably be expected to cause harm to The Client ( ).
- 12.** The Contractor (Jordan Trask o/a LMT Solutions) agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which The Contractor (Jordan Trask o/a LMT Solutions) has obtained, except as authorized by The Client ( ) or as required by law. The obligations of confidentiality will apply during the Term and will end on the termination of this Agreement except in the case of any Confidential Information which is a trade secret in which case those obligations will last indefinitely.
- 13.** All written and oral information and material disclosed or provided by The Client ( ) to The Contractor (Jordan Trask o/a LMT Solutions) under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to The Contractor (Jordan Trask o/a LMT Solutions).

## 11. Ownership of Intellectual Property

1. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design, and trade name (the “Intellectual Property”)

that is developed or produced under this Agreement, will be the sole property of The Client ( ). The use of Intellectual Property by The Client ( ) will not be restricted in any manner.

2. The Contractor (Jordan Trask o/a LMT Solutions) may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of The Client ( ). The Contractor (Jordan Trask o/a LMT Solutions) will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property. The maximum payable damages to The Client ( ) is \$1000 CAD (one thousand Canadian Dollars).
3. Except in the instance where The Contractor (Jordan Trask o/a LMT Solutions) develops or creates assets such as software, programs, code, scripts, processes, and documentation. These assets are the sole property of The Contractor (Jordan Trask o/a LMT Solutions).

## 12. Return of Property

Upon the expiry or termination of this Agreement, The Contractor (Jordan Trask o/a LMT Solutions) will return to The Client ( ) any property, documentation, records, or Confidential Information which is the property of The Client ( ).

## 13. Capacity/Independent Contractor

In providing the Services under this Agreement it is expressly agreed that The Contractor (Jordan Trask o/a LMT Solutions) is acting as an independent contractor and not as an employee. The Contractor (Jordan Trask o/a LMT Solutions) and The Client ( ) acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

## 14. Right of Substitution

**15.** Except as otherwise provided in this Agreement, The Contractor (Jordan Trask o/a LMT Solutions) may, at The Contractor's (Jordan Trask o/a LMT Solutions) absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of The Contractor (Jordan Trask o/a LMT Solutions) under this Agreement, and The Client ( ) will not hire or engage any third parties to assist with the provision of the Services.

**16.** In the event that The Contractor (Jordan Trask o/a LMT Solutions) hires a sub-contractor:

1. The Contractor (Jordan Trask o/a LMT Solutions) will pay the sub-contractor for its services and the Compensation will remain payable by The Client ( ) to The Contractor (Jordan Trask o/a LMT Solutions)
2. for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of The Contractor (Jordan Trask o/a LMT Solutions).

## 17. Autonomy

Except as otherwise provided in this Agreement, The Contractor (Jordan Trask o/a LMT Solutions) will have full control over working time, methods, and decision making in relation to the provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of The Client ( ). However, The Contractor (Jordan Trask o/a LMT Solutions) will be responsive to the reasonable needs and concerns of The Client ( ).

## 16. Equipment

Except as otherwise provided in this Agreement, The Contractor (Jordan

Trask o/a LMT Solutions) will provide at The Contractor's (Jordan Trask o/a LMT Solutions) own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear, and any other items or parts necessary to deliver the Services in accordance with the Agreement.

## **17. No Exclusivity**

The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

## **18. Notice**

All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties Client ( ) and The Contractor (Jordan Trask o/a LMT Solutions).

## **19. Indemnification**

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

## 20. Modification of Agreement

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

## 21. Time of the Essence

Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

## 22. Assignment

The Contractor (Jordan Trask o/a LMT Solutions) will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of The Client ( ).

## 23. Entire Agreement

1. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.
2. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, and permitted successors and assigns.
3. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.
4. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

5. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
6. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.
7. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Date

Signature: \_\_\_\_\_