

# FREKYL INC.

Master Service Agreement (MSA)

Last Updated: October 15, 2025

This Master Service Agreement (“MSA” or “Agreement”) governs your use of the products and services provided by Frekyl Inc. (“Frekyl,” “we,” “us,” or “our”). By executing an Order Form or accessing or using Frekyl services (the “Services”), you (“Customer” or “you”) agree to be bound by this Agreement.

Note: The applicable MSA is the version dated prior to your Order Form.

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## 1. DEFINITIONS

**Services:** The web-based platform, mobile applications, and related products provided by Frekyl to manage workforce communication, shift coverage, absence tracking, and related functionality.

**Order Form:** The document describing the Services, pricing, and specific terms for a Customer’s subscription or engagement with Frekyl.

**Customer Data:** All data, information, and content provided by or on behalf of the Customer through the Services.

**MSA Term:** The period during which this Agreement is in effect, beginning on the Effective Date of the first Order Form and continuing until terminated as provided herein.

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## 2. SCOPE OF SERVICES

Frekyl will provide the Services described in the applicable Order Form. Services are provided “as is” and may include updates, modifications, or enhancements from time to time. Customer acknowledges that the Services are not intended to replace legal, medical, or professional advice, and Customer is responsible for compliance with applicable laws and regulations in its use of the Services.

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## 3. INTELLECTUAL PROPERTY

- Ownership:** Frekyl owns all rights, title, and interest in the Services, including software, content, designs, trademarks, and related materials (“Frekyl IP”). No rights or licenses are granted except as expressly stated in this Agreement.
  - License:** Subject to Customer’s compliance with this Agreement, Frekyl grants Customer a non-exclusive, non-transferable, revocable license to access and use the Services solely for internal business purposes.
  - Restrictions:** Customer shall not copy, reproduce, distribute, reverse engineer, or create derivative works of the Services, except as expressly authorized by Frekyl.
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## 4. CUSTOMER DATA

- Customer retains all rights, title, and interest in Customer Data.
  - Customer grants Frekyl a limited license to access, store, process, and transmit Customer Data solely to provide the Services.
  - Customer is responsible for compliance with privacy, data protection, and applicable laws in relation to Customer Data.
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## 5. CUSTOMER REPRESENTATIONS

By using the Services, Customer represents that:

- Customer has the legal authority to enter into this Agreement.
  - Customer will provide accurate, current, and complete information.
  - Customer will not use the Services for unlawful or unauthorized purposes.
  - Customer will comply with applicable laws and regulations.
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## 6. ORDER FORMS, FEES, AND PAYMENT

- Fees:** Customer shall pay the fees specified in the Order Form. Except as explicitly stated, fees are non-refundable.
  - Payment Terms:** Payment is due according to the Order Form. Overdue amounts may accrue interest at 1.5% per month or the maximum rate allowed by law.
  - Taxes:** Customer is responsible for all applicable taxes, excluding taxes on Frekyl’s income.
  - Future Functionality:** Customer’s payment obligations are not contingent on delivery of future features or functionality.
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## 7. TERM AND TERMINATION

- Term:** This Agreement remains in effect until terminated as provided herein.
- Termination for Cause:** Either party may terminate for material breach if the breach is not cured within 30 days of notice.
- Termination by Frekyl:** Frekyl may suspend or terminate access to Services for non-payment, misuse, or violation of this Agreement.

4. Effect of Termination: Upon termination, Customer shall cease use of Services, and Frekyl may delete Customer Data unless otherwise required by law.

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## 8. CONFIDENTIALITY

1. Each party agrees to maintain the confidentiality of information disclosed by the other party that is marked or reasonably understood as confidential.
2. Confidential information may only be used to perform obligations under this Agreement.

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## 9. WARRANTIES AND DISCLAIMERS

1. No Warranty: Services are provided "as is" and "as available." Frekyl disclaims all warranties, express or implied, including fitness for a particular purpose.
2. Customer Acknowledgment: Customer uses Services at its own risk and is responsible for any decisions or actions taken based on the Services.

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## 10. LIMITATION OF LIABILITY

To the maximum extent permitted by law:

1. Frekyl's total liability arising from this Agreement shall not exceed the amount paid by Customer in the prior 12 months under the applicable Order Form.
2. Frekyl shall not be liable for indirect, incidental, special, or consequential damages, including loss of profits or data.

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## 11. INDEMNIFICATION

Customer shall indemnify and hold Frekyl harmless from claims arising out of Customer's use of the Services, violation of this Agreement, or infringement of third-party rights.

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## 12. MODIFICATIONS AND MAINTENANCE

Frekyl may update, modify, or discontinue Services, provided it uses reasonable efforts to minimize disruption. Frekyl will not be liable for interruptions or modifications.

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## 13. GOVERNING LAW AND DISPUTE RESOLUTION

1. Governing Law: This Agreement is governed by the laws of the Province of Ontario, Canada.
2. Jurisdiction: Parties submit to the exclusive jurisdiction of Ontario courts for disputes arising out of this Agreement.

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## 14. MISCELLANEOUS

1. Entire Agreement: This Agreement, including all Order Forms, constitutes the complete agreement between the parties.
2. Amendments: Only a written amendment signed by both parties may modify this Agreement.
3. Severability: If a provision is invalid, the remainder remains in effect.
4. Waiver: Failure to enforce any right is not a waiver of that right.

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## 15. CONTACT INFORMATION

Frekyl Inc.

Brantford, Ontario, Canada

Email: [support@frekyl.com](mailto:support@frekyl.com)

Phone: 1-888-759-9638

Website: <https://www.frekyl.com>