Magstar 40th Anniversary Offer - 40 Complimentary Professional Services Hours Terms & Conditions

By purchasing a new Magstar solution under the Magstar 40th Anniversary Offer (the "Offer"), the customer ("you") agrees to the following terms and conditions with Magstar, a division of Gemini Software L.P. ("Magstar").

1. **Term.** This Offer is a limited-time promotion available from July 1, 2026 until June 30, 2027. Magstar reserves the right to modify, extend, suspend, or terminate the Offer and/or these terms and conditions at any time in its sole discretion, with or without prior notice.

2. **Eligibility.** This offer is open to new Magstar customers only. Existing customers and organizations that have, or previously had, any agreement with Magstar, including without limitation any Software and Subscription Agreement or other license or services agreement, are not eligible. Eligibility is determined by Magstar in its sole discretion.

3. **Offer details.** Qualifying new customers will receive forty (40) complimentary Professional Services hours ("Complimentary Hours") upon purchase of a new Magstar solution. The Complimentary Hours are provided at no additional charge and are intended to support implementation, configuration, or onboarding activities as determined by Magstar.

4. **Redemption.** The Complimentary Hours must be requested at the time of purchase or prior to contract execution. The Complimentary Hours cannot be applied retroactively to completed purchases or existing agreements, and cannot be applied against any pre-existing order.

5. **Use of Complimentary Hours**

    5.1. The Complimentary Hours cover Professional Services as defined and scoped in the applicable Software and Subscription Agreement between you and Magstar and the applicable statement of work ("SOW"). Services outside the scope set out in such Software and Subscription Agreement and SOW, or hours exceeding the 40-hour allocation, will be billed at Magstar's then-current Professional Services rates.

    5.2. The performance of any Professional Services using the Complimentary Hours shall be subject to the applicable Software and Subscription Agreement between you and Magstar.

    5.3. In order to use the Complimentary Hours, your customer account must be in good standing and must not contain any overdue amounts.

    5.4. Professional Services are expected to be delivered virtually. For any onsite services, any and all travel expenses are your sole responsibility and will be quoted separately.

    5.5. The Complimentary Hours must be scheduled and utilized within 6 months of the Software and Subscription Agreement effective date. Unused hours will expire and cannot be carried forward.

    5.6. The Complimentary Hours are non-transferable, may be applied only to your Magstar account, and are not redeemable for cash, credit, or any other service or product.

6. **Combining offers.** The Offer may not be combined with any other promotional offer, discount, or incentive unless explicitly approved in writing by Magstar.

7. **Magstar's discretion; Disputes.** Magstar reserves the right to determine eligibility, interpret these terms and conditions, and make final decisions on all matters related to the Offer. In the case of any dispute regarding eligibility or the Offer, Magstar's decision is final and binding.

8. **Governing law.** These terms and conditions are governed by the laws of the Province of Ontario and the federal laws of Canada applicable in that province, without regard to choice or conflict of law provisions.

9. **Miscellaneous.** These terms and conditions constitute the entire agreement between the parties with respect to the Offer and supersede all prior proposals, negotiations, and communications, whether oral or written, with respect to the subject matter herein. If any provision, or part of a provision, is determined to be void or unenforceable by a court of competent jurisdiction, that provision or part shall not affect the validity or enforceability of the remaining provisions, all of which shall remain in full force and effect. No term will be deemed waived, and no breach excused, unless the waiver or excuse is provided in writing and signed by the party issuing it.

Contact. For questions regarding this Offer, please contact Steven Greenwood at sgreenwood@magstarinc.com.

**This offer applies to new customers only. Terms and conditions apply.*