# MASTER SERVICES AGREEMENT – CANADA CUSTOMERS

**TRAJECTORY GROUP, INC.**
250 The Esplanade, Suite 400
Toronto, ON M5A 1J2

1. Applicability. Except as otherwise set out herein, the terms and conditions for services (these "**Terms**") are the only terms that govern the provision of services by Trajectory Group Inc. (the "**Service Provider**") to you, the customer (the "**Customer**").

These Terms, the accompanying statement(s) of work (each a "**Statement of Work**"), any and all Change Orders (defined below) and any service level agreement ("**SLA**") entered into by the parties (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

For greater certainty, a Statement of Work is comprised of the Statement of Work document together with any Change Order issued in connection with such Statement of Work that expressly references the name and version of the applicable Statement of Work document to which such Change Order applies. In the event of a conflict between these Terms and a Statement of Work, these Terms shall govern, unless the Statement of Work expressly states that the terms and conditions set out in the applicable Statement of Work shall govern.

These Terms prevail over any of Customer's general terms and conditions regardless whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

2. Interpretation. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules, exhibits and Statements of Work referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

3. Services. Service Provider shall provide the services to Customer as described in one or more Statements of Work (including any Change Orders) (the "**Services**") in accordance with these Terms. The Services may contain or otherwise make use of software, code (including, without limitation, "open source" or "freeware" software and/or code), related materials, or services from third parties, ("**Third Party Components**"). Customer hereby acknowledges and agrees that Customer is solely responsible for entering into separate agreements with third parties which govern Customer's access to and use of any such Third Party Components, as may be applicable. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms contained in any separate agreement applicable to any Third Party Components.

Service Provider may use software tools and artificial intelligence technologies to perform the Services, including Service Provider's proprietary InitusAlfred platform and artificial intelligence services accessed through Service Provider's own commercial accounts (collectively, "Service Provider Tools"). Customer shall provide read-only access to the Customer systems reasonably required for Service Provider Tools to support the Services, and Service Provider shall use such access on a read-only basis and solely to perform the Services. Customer may opt out of or limit such access at any time by written notice to Service Provider, and any resulting impact on the fees, performance dates or scope of the Services shall be addressed through a Change Order. Service Provider shall use only artificial intelligence services whose terms prohibit the provider from using Customer data to train its models. Use of Service Provider Tools in accordance with this Section 3 is a permitted use of Confidential Information under Section 15, and the providers of such artificial intelligence services are not Subcontractors. Service Provider Tools are Pre-Existing Materials and not Deliverables, and their cost is included in the fees set out in the applicable Statement of Work.

Service Provider Tools do not include any product or subscription that Customer licenses directly from Initus Technologies, which is governed solely by Customer's separate agreement with Initus Technologies and is not subject to this Agreement.

4. Subcontractors. Service Provider may from time to time, in its sole discretion, engage third parties, including Service Provider affiliates, to perform the Services (each a "**Subcontractor**). Notwithstanding any engagement of a Subcontractor, Service Provider will: (a) remain primarily responsible for performance of its obligations under the Agreement and (b) be responsible and liable for the acts and omissions of each Subcontractor in the scope of its performing any Services to the same extent as if such acts or omissions were by Service Provider or its employees.

5. Performance Dates. Service Provider shall use commercially reasonable efforts to meet any performance dates specified in a Statement of Work, and any such dates shall be estimates only.

6. Customer's Obligations. Customer shall:

(a) cooperate with Service Provider in all matters relating to the Services and provide such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by Service Provider, for the purposes of performing the Services;

(b) permit Service Provider to test Customer's internal processes and technological resources and ensure that, during the Term, they are at all times capable of providing Service Provider with an adequate testing environment for performance of the Services;

(c) perform all obligations identified as Customer responsibilities in the applicable Statement of Work;

(d) Appoint a lead and dedicated person (the "**Project Manager**") who shall work closely with the Service Provider to facilitate the successful completion of the program and who shall be responsible for the supervision of the Customer's project designated team and their co-operation with the participants in such process. Customer's Project Manager will be responsible for the implementation, management and enforcement of this Agreement on behalf of the Customer for the Statement of Work, including overall management of Customer's performance under such

Statement of Work and for the first-line resolution of disputes between the Customer and Service Provider regarding the performance or nonperformance of their respective obligations under such Statement of Work. Each Project Manager will make himself or herself reasonably available for consultation with Service Provider during regular business hours (i.e., Monday to Thursday, 8:00 a.m. to 6:00 p.m. EST, and Friday, 9:00 a.m. to 1:00 p.m. EST). For greater certainty, the Project Manager will, in accordance with the spirit of this Agreement, use reasonable efforts to coordinate the continuing provision of Services, related scheduling and resource allocation in respect of the provision of Services or Deliverables (defined below) under each Statement of Work.

(e) respond promptly, through the Project Manager (if applicable), to any Service Provider request to and have authority to provide direction, information, approvals or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of this Agreement;

(f) If applicable, ensure that sufficient Customer representatives are present as the Service Provider may reasonably require in connection with the performance of the Services;

(g) participate with suitably qualified and authorized personnel in all meetings scheduled in, or in accordance with, a Statement of Work and such other meetings as may be scheduled on at least three (3) days' prior notice;

(h) provide such customer materials or information as Service Provider may reasonably request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and

(i) obtain and maintain all necessary licences and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

7. Customer's Acts or Omissions. If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Service Provider shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

8. Change Orders.

(a) If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other party in writing. In the case of a request submitted by Customer, Service Provider shall, within a reasonable time after such request, provide a written estimate to Customer of:

(i) the likely time required to implement the change;

(ii) any necessary variations to the fees and other charges for the Services arising from the change;

(iii) the likely effect of the change on the Services; and

(iv) any other impact the change might have on the performance of this Agreement.

(b) Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing and executed by authorized representatives of each party.

(c) Notwithstanding Section 8(a) and Section 8(b), Service Provider may, from time to time, change the Services without the consent of Customer *provided that* such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the applicable Statement of Work.

(d) Service Provider may charge for the time it spends assessing and documenting a change request from Customer on a time and materials basis in accordance with the applicable Statement of Work.

9. Testing and Acceptance. Except as otherwise provided in a Statement of Work, Services and/or Deliverables will be deemed to be satisfactory and accepted by the Customer unless within thirty (30) days after delivery to the Customer, Customer gives Service Provider written notice, in sufficient detail, of the manner in which the respective Services and/or the Deliverables do not meet the requirements set forth in the Statement of Work (which includes any supporting documents referenced therein). For the avoidance of doubt, Customer shall be afforded the opportunity to test each individual Deliverable described in a Statement of Work (or any supporting or related documents referenced therein) per the terms of this Section 9. Once Customer receives the final deliverable as specified in the relevant Statement of Work, Customer shall identify all non-conformities within a single written notice of rejection, unless a non-conformity prevents Customer from evaluating, reviewing and testing the entire Deliverables and /or Services. Customer may reject Services and/or Deliverables only for their failure to materially conform to either the scope, specifications or test criteria set forth in the applicable Statement of Work. Upon receipt of such written notice, Service Provider will use commercially reasonable efforts to make such changes as are required to correct the identified deficiencies. If Service Provider is unable to correct any such deficiencies within thirty (30) days following receipt of such written notice, then Customer may require Service Provider to refund a portion of any amounts paid pursuant to the applicable Statement of Work that are directly attributable to the rejected Deliverable.

10. Service Support. In accordance with an agreed upon Statement of Work and SLA, the Services may include Service Provider's standard customer support services (the "**Support Services**") in accordance with the Service Provider's service support schedule then in effect, available at http://trajectoryinc.com/msa (or a successor website address) or as otherwise set out in the applicable Statement of Work or SLA (the "**Support Schedule**"). Service Provider may amend the Support Schedule from time to time in its sole discretion. Customer may purchase enhanced support services ("**Expertise on Demand**") separately at Service Provider's then current rates, or as otherwise agreed upon in respect of such Expertise on Demand services.

11. Service Level Agreement. In the event Service Provider fails to meet the service level criteria outlined in an agreed upon SLA, Customer will be entitled to one credit of 1/30th of the monthly recurring charges per day associated with the related Services. The total amount of credits for related issues may not exceed the amount of one month's recurring charges for the affected Service or Deliverable. Refunds must be requested within ten (10) business days of a service interruption and will be

reflected as a credit on the next month's invoice. No credits will be issued to Customer with an undisputed balance in accounts receivable over sixty (60) days past.

12. Payments Terms, Fees and Expenses

(a) In consideration of the provision of the Services by the Service Provider and the rights granted to Customer under this Agreement, Customer shall pay the fees and expenses set forth in the applicable Statement of Work. All fees and expenses shall be exclusive of applicable sales and goods and services taxes which may be levied against the Customer.

(b) In the case where (i) partial Services have been rendered by the Service Provider pursuant to a Statement of Work issued hereunder, and (ii) Customer elects to cancel or terminate the Statement of Work prior to the completion by the Service Provider of the Services to be performed thereunder, Service Provider shall render an invoice for partial Services performed in accordance with the early termination fee set out in the "Project Fees" section of such Statement of Work.

(c) Customer agrees to reimburse Service Provider for all reasonable travel and out-of-pocket expenses incurred by Service Provider in connection with the performance of the Services.

(d) Customer shall pay all invoiced amounts due to Service Provider within thirty (30) days from the date of issuance of Service Provider's invoice. Customer shall make all payments thereunder in the currency set out in the applicable Statement of Work by wire transfer, cheque, or as may be otherwise agreed with Service Provider.

(e) In the event payments are not received by Service Provider within 30 days of the invoice issue date, Service Provider may:

(i) charge interest on any such unpaid amounts at a rate of two percent (2%) per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and

(ii) suspend performance of all Services until payment has been made in full.

13. Taxes. Customer shall be responsible for payment of all applicable taxes, including sales taxes, value added, gross receipts, use, access, bypass, excise or franchise taxes, and any other similar taxes, duties, fees, charges or surcharges of any kind, however designated, imposed by any governmental entity on any amounts payable by Customer hereunder.

14. Intellectual Property.

(a) Except as set forth in (b) and (d), Customer is, and shall be, the sole and exclusive owner of all intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trade-marks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, the "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by

or on behalf of the Service Provider in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the "**Deliverables**") *except* for any Confidential Information of Service Provider, including Service Provider's Pre-existing Materials (defined below). Service Provider hereby irrevocably assigns, and shall cause the Service Provider to irrevocably assign to Customer, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. The Service Provider shall cause the Service Provider to irrevocably waive, to the extent permitted by applicable law, any and all claims such Service Provider may now or hereafter have in any jurisdiction to any moral rights with respect to the Deliverables.

(b) Service Provider and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to the Pre-Existing Materials, including all Intellectual Property Rights therein. For the purposes hereof, "**Pre-Existing Materials**" means the pre-existing materials (a) specified in a Statement of Work, including all documents, data, know-how, methodologies, software and other materials, including computer programs, source code, reports and specifications, or (b) provided by or used by Service Provider in connection with performing the Services, in each case developed or acquired by the Service Provider prior to the commencement of this Agreement.

(c) Service Provider hereby grants Customer a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Customer's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Service Provider.

(d) Customer hereby grants Service Provider an irrevocable, perpetual, fully paid-up, royalty-free, non-transferable license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell and otherwise exploit any Intellectual Property Rights developed in connection with the provision of Services or receipt of Deliverables, to the extent incorporated in, combined with or otherwise required by the Service Provider.

15. Confidential Information and Privacy.

(a) All non-public, confidential or proprietary information of Service Provider or Customer, as applicable, including, but not limited to, trade secrets, technology, inventions, samples, research, product designs, business plans, implementation plans, processes, document templates, information pertaining to business operations, methodologies, and strategies, and information pertaining to customers, pricing, and marketing (collectively, "**Confidential Information**"), disclosed by Service Provider or Customer (in such role the "**Disclosing Party**") or Disclosing Party's officers, directors or employees, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by recipient Customer or Service Provider (in such role the "**Recipient**"), or Recipient's officers, directors or employees, without the prior written consent of the Disclosing Party. Confidential Information does not include information that is:

(i) already in the public domain or becomes generally available in the public other than a result of a disclosure by the Recipient or its officers, directors or employees;

(ii) already known or made available to Recipient on a non-confidential basis, prior to the date of disclosure to the Recipient by the Disclosing Party, from a source other than the Disclosing Party, which source was not itself bound by an obligation to the Disclosing Party or any prohibition against transmitting the Confidential Information;

(iii) rightfully obtained by Recipient on a non-confidential basis from a third party; or

(iv) independently developed by the Recipient without the use of the Disclosing Party's Confidential Information.

(b) Recipient agrees to use the Confidential Information only to make use of, or for the provision of, the Services and Deliverables.

(c) Recipient acknowledges and agrees that all Confidential Information is the exclusive property of the Disclosing Party, and the Recipient shall not obtain any right or interest in or to such Confidential Information.

(d) Disclosing Party shall be entitled to injunctive relief for any violation of this Section.

(e) The Customer shall, at all times, maintain a privacy policy and comply with such privacy policy. The privacy policy, in addition to complying with all applicable laws, shall permit, to the extent necessary, the Service Provider to do everything necessary to fulfil its obligations hereunder. Without limiting the generality of the foregoing, the privacy policy shall specifically permit the use of third party cookies, permit the collection and use of aggregate data and allow the Customer to share personally identifiable information with third party providers including the Service Provider.

16. Non Solicitation. During the term of this Agreement (and for so long as any Statement of Work is in effect) and for the period of one (1) year following expiration or early termination thereof, neither party shall, directly or knowingly indirectly, in any manner solicit, induce, recruit or attempt to recruit any employee of the other party who is engaged in performing, delivering or implementing the Services under this Agreement, including any Statement of Work, without the prior written consent of the other party. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for the purposes of this Section 16, and the hiring of any such employees or independent contractor who freely responds thereto shall not be a breach of this Section 16.

17. Representations and Warranties.

(a) Service Provider represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement and any Statement of Work in connection therewith.

(b) Unless specified in the applicable Statement of Work, Service Provider shall not be liable for a breach of the warranty described herein, unless the Customer gives written notice to the Service Provider within a period of thirty (30) days (the "**Warranty Period**") following acceptance of the Services and/or Deliverables, that Customer believes the Services and/or Deliverables do not meet the standards as set forth in Section 17(a). Service Provider will use commercially reasonable efforts to correct any defects in the Services and/or Deliverables at no additional charge.

(c) Service Provider shall, in its sole discretion, either:

(i) repair or re-perform such Services (or the defective part of any Deliverable); or

(ii) credit or refund the price of such Services at the pro rata contract rate.

(d) Exclusions**.** This warranty excludes non-performance issues that result from (i) any defects in any third-party hardware, software and/or firmware, (ii) any incorrect data or any incorrect procedures used or provided by Customer, or (iii) any defects which are outside the reasonable control of Service Provider. Customer will reimburse Service Provider for time, materials and expenses for any Services provided by Service Provider to remedy any excluded non-performance problems. The warranty set forth above will not apply if the Customer or any other third party modifies any portion of a Deliverable, attempts to operate a Deliverable other than on a platform for which the Deliverable was provided, and/or modifies the Customer's system so that the Deliverable is no longer functional.

(e) **THE REMEDIES SET FORTH IN SECTION 17(c) SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SERVICE PROVIDER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 17.**

18. Disclaimer of Warranties.

**EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 17 ABOVE, SERVICE PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OR CONDITION OF MERCHANTABILITY; OR (B) WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. ANY THIRD PARTY SOFTWARE OR HARDWARE PROVIDED BY SERVICE PROVIDER TO CUSTOMER UNDER THIS AGREEMENT OR ANY APPLICABLE BINDING REQUEST FOR SERVICES IS PROVIDED "AS IS." SERVICE PROVIDER MAKES NO WARRANTY UNDER THIS AGREEMENT WITH RESPECT TO THIRD PARTY SOFTWARE OR HARDWARE AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR (A) THE FAILURE OF ANY THIRD PARTY SOFTWARE OR HARDWARE USED IN CONNECTION WITH THE PROVISION OF DELIVERABLES OR UNDER A BINDING REQUEST FOR SERVICES TO FULFILL ANY OF CUSTOMER'S REQUIREMENTS, OR (B) CUSTOMER'S DATA INTEGRITY OR FOR ANY DAMAGES**

**THAT MAY OCCUR TO CUSTOMER'S DATA, BUSINESS, OR BUSINESS RELATIONSHIPS DUE TO MALFUNCTIONING OR UNAVAILABLE THIRD PARTY SOFTWARE OR HARDWARE.**

19. Limitation of Liability.

(a) **EXCEPT IN THE EVENT OF ITS FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF PROPERTY (INCLUDING, WITHOUT LIMITATION, CUSTOMER EQUIPMENT AND CUSTOMER DATA) OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, AGGRAVATED OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

(b) **EXCEPT IN THE EVENT OF ITS FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THIS AGREEMENT.**

20. Termination.

(a) In addition to any remedies that may be provided under this Agreement, Service Provider may terminate this Agreement with immediate effect upon written notice to Customer, if Customer:

(i) fails to pay any amount when due under this Agreement and such failure continues for 14 days after Customer's receipt of written notice of non-payment; or

(ii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

(b) Except for failure to pay any undisputed invoices or as otherwise set out in this Agreement, either party may terminate this Agreement without liability if the other party materially breaches any representation, warranty or obligation and the breaching party fails to cure the breach within thirty (30) days of receipt of such notice of breach.

21. Marketing & Publicity. Customer agrees to be identified as a customer of Service Provider and agrees that Service Provider may refer to Customer by name, trade name and/or trademark, if applicable, and may briefly describe Customer's business in Service Provider's marketing materials and on Service

Provider's websites. Customer hereby grants to Service Provider a license to use Customer name and any of Customer's trade names and trademarks solely in connection with the rights granted to Service Provider pursuant to this Section. Customer also grants to Service Provider the right to add Customer's name and company logo to Service Provider's customer list and website.

22. Waiver. No waiver by Service Provider of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Service Provider. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

23. Force Majeure. Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond its reasonable control including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

24. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

25. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

26. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

27. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Province of Ontario.

28. Submission to Jurisdiction. Any legal suit, action, litigation or proceeding arising out of or relating to this Agreement shall be instituted in the courts of the Province of Ontario, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation or proceeding. The Parties irrevocably waive and agree not to plead or claim in any such court that any such action, litigation or proceeding brought in any such court has been brought in an inconvenient forum. Each Party agrees that a final judgment in any such suit, action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

29. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

30. Survival. Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Confidential Information and Privacy, Governing Law, Submission to Jurisdiction, and Survival.

31. Currency. Unless otherwise specified, all references to amounts of money in this Agreement refer to the currency set out in the applicable Statement of Work.

32. Plurals and Gender. The use of words in the singular and plural, or referring to a particular gender, shall not limit the scope and exclude the application of any provision of this Agreement, including for greater certainty any Statement of Work, to such persons or circumstances as the context otherwise permits.

33. Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.