



PATHWAY COMMUNICATIONS

Master Service Agreement

1) AGREEMENT FRAMEWORK

- a) *Master Service Agreement.* This Agreement is intended to serve as a framework for the provision of Services under one or more Statements of Work. Pathway shall only provide those Services agreed to, under an SOW executed by both Parties.
- b) *Statements of Work.* CLIENT and Pathway shall enter into one or more SOWs covering the Client's Service requirements. The SOW shall reference, and be incorporated into, this Master Service Agreement, and the terms and conditions outlined in this Master Service Agreement shall govern the provision of Services under each said SOW, except as these may be amended in an SOW with respect to specific Services being provided under such SOW.

2) STATEMENTS OF WORK

- a) Pathway has been retained by CLIENT to provide certain Cyber Security Services (the "Services") to CLIENT. These Services are described in each SOW. As and when CLIENT desires to purchase, and Pathway agrees to provide, additional Services, then CLIENT and Pathway will mutually execute an SOW or, where the Services are of a temporary or one-time nature, a Work Order (the "Work Order"). Upon its execution, the SOW or Work Order will constitute part of this Agreement and each such SOW or Work Order will be bound by the terms of this Agreement.
- b) Each SOW or Work Order will describe, where applicable:
 - i. A unique identification for the SOW or Work Order and explicit reference to this Agreement.
 - ii. A description of the Services to be provided.
 - iii. The Service Level Agreement describing the quality of the Services.
 - iv. The general governance structure and controls required to execute the Services.
 - v. Services, functions, materials, or other support to be provided by CLIENT.
 - vi. The assumptions, dependencies, and obligations relevant to the Services including dependencies on other vendors.
 - vii. The applicable Fees for the Services.
 - viii. The work location(s) were, or from where the Service will be performed.
 - ix. Rates for supplemental Services and overages
 - x. Exclusions to the Services
 - xi. The effective commencement date and/or timeline for the Services.
- c) The written acceptance of an SOW by an Officer of each Party who is duly authorized to represent and bind their company shall constitute acceptance of the SOW by the concerned Party. Upon such acceptance, both Parties shall comply with the terms of the SOW, together with the terms and conditions of this Agreement. Each SOW, together with the terms and conditions of this Agreement, shall govern the delivery of Services as a single and separate agreement binding upon the Parties.
- d) *Severability.* The Parties may terminate any individual SOW without affecting the Master Service Agreement or any other SOW.
- e) *Changes:* The Parties may, from time to time, make changes to an SOW through an agreement in writing. Such changes shall include a description of quantity (increases, decreases), quality, nature, timing, delivery, and terms of the Services. If any change increases or decreases the cost or time required for Pathway's performance then, as soon as practicable, the Parties shall agree to an equitable adjustment to the agreed Fee and performance schedule, as applicable. Pathway shall not delay or stop delivery of the original Services while the Parties settle issues of Fee or performance schedules.



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- f) *Interpretation.* In the event of any conflict or inconsistency between the provisions of this Agreement and any SOW or Work Order, unless the terms of an SOW expressly supersede the terms of this Agreement, the conflict or inconsistency will be resolved by giving precedence to the documents in the following order:
- i. This Agreement and then
 - ii. The relevant SOW or Work Order.

3) TRANSITION TO PATHWAY

During the period of transition of Services, Pathway will work with Clients' management, staff, current service provider(s) (if any), and other vendor(s), with the objective of completing the transition smoothly and with minimum disruption to work and business activities. Pathway shall describe matters relating to such transition in an SOW if required.

4) LOCATIONS

The Services will be provided by Pathway to CLIENT from Pathway's Office located at 95 Apple Creek Blvd Markham ON L3R 1C7 Canada, and, where applicable from Pathway's office in Pune, India.

5) QUALITY AND PERFORMANCE

- a) Pathway uses ITIL and ISO-based quality management systems to carry out and complete required activities within SLAs. In connection with the provision of the Services, Pathway agrees to:
- i. Perform and deliver the Services in an efficient, professional, and competent manner in accordance with generally accepted industry standards, unless a higher standard has been specified and accepted by the Parties, in which case the higher standard shall apply.
 - ii. Provide the Services through Service Representatives who possess sufficient technical skill, knowledge, and training to perform the Services.
 - iii. Require all personnel to comply with Client's legitimate business policies, procedures, standards, guidelines, and regulations as well as other security and confidentiality regulations of which Pathway is made aware. CLIENT will, from time to time, advise Pathway of any new or changed policies, procedures, standards, and guidelines that Pathway is required to comply with.
 - iv. Ensure that Pathway employees, contractors, and agents comply with all laws, ordinances, and regulations of governmental bodies or agencies having, or claiming, jurisdiction over any part of the Services.
 - v. Use only such tools, technologies, and methodologies as are appropriate and suitable for the work to be undertaken.

6) PATHWAY SERVICE DELIVERY STAFF

- a) *Background Checks.* Pathway shall complete appropriate background checks (with a currency no earlier than one year prior to assigning staff to provide the Services under an SOW) on Pathway staff before assigning them to deliver Services under an SOW.
- b) *Staff compensation.* Pathway shall be solely responsible for setting methods of compensation for its staff. This includes:
- i. determining and paying wages, salaries, and benefits (if, and as applicable).
 - ii. ensuring that staff compensation complies with applicable law.
 - iii. filing the required employee reports required by the appropriate government authorities.



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- c) *Review of work resources.* The Parties shall, as and when necessary, cooperate to
 - i. review work resources such as software, processes, and staffing in respect of SOWs.
 - ii. identify and make such adjustments as are required to deliver Services relevant to the SOWs.

- d) *Subcontracting.* Other than delivery of services from Pathway's own India-based Security and Network Operations Centre, Pathway agrees not to subcontract execution responsibilities without the consent of CLIENT. If Pathway subcontracts work to an external or third-party contractor, it shall ensure that the sub-contract contains at least the same level of restrictions on the subcontractor, including confidentiality, non-solicitation and non-competition, compliance with law, and security obligations, as those contained in this Agreement. Pathway shall be deemed to have itself performed any work delivered through a subcontractor and shall remain responsible for any such work performed by a subcontractor.

- e) *Conduct of Pathway personnel.* Pathway shall be responsible for all personnel assigned to provide the Services to CLIENT. For Services delivered at CLIENT, Pathway shall ensure:
 - i. that its staff are aware of and conform to all of Pathway's obligations in this Agreement
 - ii. that such staff comply with all legitimate CLIENT policies, procedures, rules, and regulations, as would apply to Client's own employees.
 - iii. its staff avoid situations where any of Pathway's interests conflict, could potentially conflict, or could appear to conflict with its obligations and duties to CLIENT. Pathway will advise the CLIENT of any actual, potential, or perceived conflict of interest situation that it becomes aware of.

- f) *Orientation to CLIENT systems, and processes.* Where deemed necessary by Pathway, CLIENT shall arrange to?
 - i. conduct knowledge transfer and orientation to products, systems, processes, and procedures that may need to be followed for delivery of the Services. Pathway shall ensure that its staff comply with the relevant and legitimate policies, procedures, and standards of CLIENT.
 - ii. convey to Pathway the information, rules, limitations, procedures, and precautions, if any, that are, or may be, required to be followed by Pathway and its staff, to prevent inadvertent damage or loss.

7) GOVERNANCE, CONTROL AND REPORTING

- a) To ensure acceptable quality of the Services and to maintain effective communications, Pathway shall, within thirty (30) days of the commencement of an SOW, designate an individual from within their respective organizations who will have the authority, responsibility, and competence to serve as Client Services Manager (the "Client Services Manager" or "CSM"). The CSM shall, concerning each SOW:
 - i. manage the relationship between the Parties as established by this Agreement and the SOW.
 - ii. have overall responsibility for overseeing and monitoring the execution of, or changes to, the Service(s).
 - iii. schedule and attend regular meetings.
 - iv. maintain regular and transparent communication between the Parties regarding the Service.
 - v. take steps, as necessary, to ensure the smooth and proper delivery of the Services.



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- b) *Communications.* The Parties shall attempt to direct SOW-related communications between themselves through the CSM, except as may be required in urgent circumstances. In this regard, Pathway will provide CLIENT with an Escalation Chart containing the contact details of senior Pathway managers who will be available to CLIENT to take actions related to emergency matters.
- c) *Reports and Meetings.* Pathway shall, consistent with the requirements of an SOW, provide CLIENT with regular performance reports in suitable form and substance. Pathway and CLIENT shall meet regularly, at times and locations determined by the Parties via mutual agreement, to review and discuss the performance under an SOW and any other relevant issues, questions, and concerns that may arise from time to time. Pathway shall keep written minutes of what the Parties discuss at such meetings and shall provide a copy of the minutes to CLIENT.

8) RELATIONSHIP BETWEEN THE PARTIES

- a) Pathway will provide the deliverable Services to CLIENT as an independent contractor. Accordingly:
 - i. Pathway agrees that CLIENT shall have no liability or responsibility for the payment of wages, and salaries; withholding, collection, or payment of any taxes, employment insurance premiums, or Canada Pension Plan contributions in respect of any Pathway employee deployed to deliver the Services to CLIENT.
 - ii. Pathway agrees that, as an independent contractor, no Pathway employee will be qualified to participate in, or to receive any employee benefit, that CLIENT may extend to its own employees.
 - iii. Pathway shall be free to provide the same, or similar Services to other clients, so long as there is no direct interference or conflict with Pathway's contractual obligations to CLIENT.
 - iv. Pathway, as an employer, shall pay all applicable contributions required in respect of its employees under the Canada Pension Plan, applicable workers' compensation legislation, income tax legislation, employment insurance legislation, and any other contributions required under federal, provincial, or municipal legislation.
- b) *Non solicitation.* Both Parties agree that, during the term of this Agreement and for a period of twelve (12) months following the termination thereof, neither Party will:
 - i. Recruit, attempt to recruit, or directly or indirectly participate in the recruitment of any employee of the other Party; or
 - ii. Directly or indirectly solicit, attempt to solicit, canvass, or interfere with any customer or supplier of the other Party in a manner that conflicts, or interferes with the business of the other Party, as conducted with such customer or supplier.

9) ASSUMPTIONS AND DEPENDENCIES

The delivery of the Services will require the Client's active support and cooperation. In consideration of this, CLIENT agrees to provide Pathway with support, resources, and assets that are reasonably necessary to perform the Services. Such support, resources, and assets include, but are not limited to, access to information, training, systems, databases, and programs; software and system licenses and passwords, relevant contracts and warranties; implementation of Pathway's recommendations and suggestions related to the Services and other information and cooperation as may be required from time. CLIENT specifically agrees that Pathway will not be penalized for failure to deliver the Services if such support and access are reasonably necessary since Pathway has conveyed the importance of such support and access, and such support and access are withheld, unavailable, or denied.



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10) SERVICE LEVELS

Pathway commits to providing CLIENT with performance standards and SLAs for the Services as described in each SOW.

11) OTHER VALUE-ADDED SERVICES AND EXCLUSIONS

The scope of this Agreement excludes any value-added Services, work, task, or activity that is not specifically described in this Agreement, an SOW, or a Work Order duly signed by the Parties. Additional Services may be available to CLIENT, according to subsequent, mutually executed, SOWs or Work Orders.

12) TERM OF AGREEMENT

The Term of this Master Service Agreement shall commence on the date it is executed by the Parties and shall continue for a period of three (3) years. It will, thereafter, be automatically renewed for further periods of three (3) years each unless terminated by CLIENT by notice, in writing, to Pathway, at least six (6) months prior to the end of the current or renewed term.

13) FEES

- a) The Fees applicable to each Service shall be described in each relevant SOW and shall come into effect when agreed to by the Parties, in writing. Notwithstanding this, the following shall apply:
- b) *Service changes.* If there is a material change in the Services being, or to be, delivered to CLIENT, which requires a change in the Fees to be charged to CLIENT, Pathway shall provide thirty (30) days written notice of the required increase to the Fee for the relevant Services, describing the nature and details which have resulted in the Fee change. Provided, however, that any price commitment for the specified period of time set out in an SOW shall take precedence over this 30 (thirty) day period. Pathway shall submit any Fee change requests to the authorized CLIENT representative unless otherwise directed by CLIENT.
- c) *Fee and invoice payments.* All payments for the Services are billed in advance.
 - i. where billed and due monthly, on the first of the month
 - ii. where billed and due via a single, annual payment, in one single annual payment, at the commencement of the first month of each contract year.

Payments are due within thirty (30) days of invoice from Pathway. Any account that has not been paid more than 15 days thereafter, will be in default (a "Payment Default"). Payments made by cheque that are returned for lack of funds, or any other reasons will be in immediate payment default and subject to an additional returned cheque charge (currently \$100.00) which must be paid before the account is in good standing.

- d) *Annual CPI-based Fee Increase.* There will be an annual increase in the Fee payable by CLIENT to Pathway, for each SOW, equivalent to the Consumer Price Index for Toronto, to account for inflation and increase in operating costs. This increase will take place on the annual anniversary commencement date of each SOW.
- e) *Payment Default.* Client's access to Services may be restricted by Pathway upon a Payment Default unless such Payment Default is a disputed amount pursuant to this Agreement. Despite any such termination, Pathway may pursue any other available recourse against CLIENT. Pathway may by written notice to CLIENT, cancel the Services if CLIENT: (i) commence any proceeding seeking relief or protection under any bankruptcy or insolvency laws, (ii) seek to liquidate, dissolve, or wind



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up its business or (iii) make an assignment for the benefit of creditors for all or substantially all of Client's assets.

- f) *Disputed Amounts.* In the event of a good faith dispute as to the amount or propriety of any invoice or any portions thereof submitted pursuant to any SOW, CLIENT shall pay all charges on such invoice other than disputed amounts and shall promptly notify Pathway in writing of such disputed amounts. So long as the Parties are attempting in good faith and in accordance with the terms of this section, to resolve the dispute, neither Party shall be entitled to terminate the Services related to, or that are the cause of, the disputed amounts. If it is determined that CLIENT is required to pay all or a portion of the disputed amounts to Pathway, then CLIENT shall pay such amounts promptly and in no case more than fifteen (15) days after such determination is made.

14) GENERAL CONDITIONS OF USE

- a) *Lawful use of Services.* CLIENT agrees to use the Services only for lawful purposes and not for unauthorized copying, duplication, distribution, display, or modification of any material or information protected by copyright or trademark or otherwise lawfully restricted (including, without limitation, software, programs, games, and computer code). CLIENT shall not use the Services for any purpose that is contrary to applicable laws, or which is a nuisance. CLIENT agrees not to transmit any material that is unwanted, threatening, abusive, obscene, discriminatory (including, without limitation, "hate" literature directed at any identifiable group) or in contravention of any law. CLIENT agrees not to undertake mass-mail broadcasts of electronic mail ("spam") with the intent of sending unsolicited communications to users of the Internet. CLIENT will not knowingly propagate any form of malware or viruses or use any form of unauthorized intrusion ("hacking"). CLIENT will be solely responsible for the actions and activities of any of its employees, clients, vendors, or other person or entity that uses or has access to the Services via CLIENT-provided user credentials.
- b) *Disclaimer.* Pathway will provide the Services using currently available technology and will avoid using any hardware, software, or methods known to threaten the Client's security. Each of the Services is provided "as is" and "as available," without warranty of any kind. All representations, warranties, endorsements, and conditions of any kind, express or implied, including without limitation, warranties of title or non-infringement, and any implied representations, warranties, and conditions of fitness for a purpose and merchantable quality are hereby denied and excluded. Pathway shall have no liability to CLIENT for patent or copyright infringement or misappropriation of trade secrets with respect to any Services provided by any third party through Pathway. Client's recourse, in the event of any such claim concerning any Services, shall be solely against such third party.
- c) Pathway agrees that it shall use reasonable security and privacy procedures consistent with industry standards and practices, consistent with the size of, and Fees paid by CLIENT. Pathway does not guarantee the privacy of files or e-mail or the security of the assets, entities, systems, or persons to whom the Services are delivered and has no responsibility for any damage suffered by any person, organization, group, or entity due to loss of data, delay, or service interruptions while using the Services except where such damage results from the bad faith, fraud, or intentional misconduct of Pathway or its staff. Pathway exercises no control and has no responsibility whatsoever over the information passing through the Internet.
- d) TO THE MAXIMUM EXTENT PERMITTED BY ANY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUES, LOST CLIENTS, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION, (NOTWITHSTANDING WHETHER THE INITIAL PARTY HAS BEEN ADVISED OF ANY SUCH DAMAGES OR LOSSES),



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WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER STATUTORY OR COMMON LAW BASIS.

- e) EXCEPT WHERE SUCH LIABILITY RESULTS FROM THE BAD FAITH, FRAUD, OR INTENTIONAL MISCONDUCT OF PATHWAY AND EXCEPT IN THE CASE OF SECURITY INCIDENTS (AS DEFINED HEREIN, PATHWAY'S LIABILITY TO CLIENT FOR ANY LIABILITIES, LOSSES, OR DAMAGES ARISING OUT OF THE SERVICES UNDER THIS AGREEMENT OR OTHERWISE RELATING TO OR IN CONNECTION WITH THIS AGREEMENT OR ANY SOW SHALL NOT EXCEED IN THE AGGREGATE THREE TIMES (3X) THE MONTHLY FEES PAID BY CLIENT TO PATHWAY UNDER THIS AGREEMENT AND ALL SOWS HEREUNDER.

f) *General Indemnity.* Each Party, in the performance of its obligations hereunder and those of its employees, subcontractors, agents, and suppliers, shall take all necessary reasonable measures to avoid any damage to the other Party or to third parties. Accordingly, each Party shall indemnify, defend, protect, hold harmless, and release the other Party, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying Party or its agents, employees, contractors, subcontractors, or invitees, except to the extent that such claim arises from the indemnified Party's willful misconduct. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying Party under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity provision survives the Agreement.

- g) *Force Majeure.* Neither Party is liable to the other, and Service Level Agreements shall be considered inapplicable hereunder, for failure or delay in performance, which is proximately caused by strikes, riots, insurrection, fires, floods, storms, pandemics, earthquakes, acts of God, war, governmental action, labor conditions, or other cause beyond its reasonable control (each a "force majeure event"). Pathway shall make commercially reasonable efforts to restore Services hereunder as soon as possible. The failure to make any payment required under this Agreement shall never be excused under this force majeure provision.

- h) *Insurance: Pathway*

Pathway shall, at its own cost and expense, during the term of this Agreement, maintain the following insurance:

- i. Workers' compensation insurance for all Pathway's employees.
- ii. Employer's liability insurance.
- iii. General liability insurance to cover those perils generally associated with a commercial general liability policy.
- iv. Professional liability insurance relating to liabilities for financial loss resulting or arising from acts, errors, or omissions in rendering Services, including professional liability insurance, intellectual property infringement insurance, and data protection liability insurance (aka Cyber liability).

- i) *Cyber Insurance: CLIENT*

Both Parties agree that the risk of adverse security incidents or events can never be eliminated entirely. Accordingly, in order to reduce the possibility of such incidents occurring, and their potential effects, CLIENT agrees to

- i. assiduously follow and implement all Cyber Security measures and systems recommended by Pathway.
- ii. take steps to maintain basic Cybersecurity hygiene via processes such as password management, controlling access to information and sensitive assets, etc.



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- iii. have in place plans and procedures for appropriate data backup, disaster recovery, and business continuity to respond to a Cyber Security Incident;
- iv. promptly take all steps reasonably necessary to mitigate and/or resolve the Cyber Security Incident; and
- v. promptly notify Pathway if it becomes aware of a Cyber Security Incident which affects or is likely to affect its Cyber Security,
- vi. As soon as possible, provide Pathway with any information it may have that may assist in mitigating and/or preventing any effects of the Cyber Security Incident and
- vii. make reasonable efforts to ensure that any third-party providing services complies with the terms of this clause.

It is expressly agreed that CLIENT shall obtain and maintain adequate cyber-security insurance from a capable and reputed insurance carrier and that Client's recourse for any adverse Cyber Security incident shall only be claimed against such insurance carrier.

- j) *Confidentiality.* For the purposes of this Agreement, "Confidential Information" shall mean all data and information whether in written, machine-readable, or other tangible form or disclosed orally, that is not generally known to the general public. Confidential Information shall include but is not limited to, information relative to the current or proposed business plans of either party, financial information relating thereto, network usage information, prices, trade secrets, know-how, formulas, processes, data, network configuration and rights-of-way, drawings, proprietary information, customer lists, and any other non-public information which concerns the business of the disclosing Party. During the course of delivery of the Services, each Party to this Agreement may disclose to the directors, officers, employees, or other authorized representatives (the "Agents") of the other Party certain Confidential Information, either directly, as by verbal or written communications, or indirectly, as by permitting agents of one Party to observe various operations or processes conducted by the other. These disclosures are made based on the confidential relationship established between the parties. Unless specifically authorized in writing by the other Party, each Party will hold all Confidential Information in trust and use it only to conduct business with the other Party. Each Party will promptly return to the disclosing Party, upon its request, any and all tangible material concerning Confidential Information, including all copies and notes, whether such material was made or compiled by the receiving Party or furnished by the disclosing Party, and take all reasonable precautions to protect from disclosure, Confidential Information to any other outside or third party.
- k) *No employment relationship.* Pathway agrees that it is an independent contractor and that no employee or agent of Pathway is, or is entitled to claim to be, an employee or agent of Client's. No agency, partnership, joint venture, or employment arrangement is created between the two parties as a result of this Agreement. CLIENT shall pay Pathway the Fees under this Agreement and the cost of all customs duties and taxes relating to the delivery of Services. Pathway agrees that CLIENT is only responsible for paying Fees under this Agreement.
- l) *Assignment.* Neither Party may assign this Agreement without the prior written consent of the other Party, it being agreed, however, that such assignment shall not be unreasonably withheld.
- m) *Non-solicitation.* Both Parties agree that during the term of this Agreement and for a period of twelve months thereafter, they shall not employ or solicit any employee or consultant of the other Party for the purposes of full, part-time, or temporary employment or consultation without the express written permission of the other Party.
- n) *Termination for Breach.* If either Party fails to perform or observe its obligations under this Agreement or materially breaches the terms of this Agreement, including Client's obligation to pay Pathway the applicable Fees and charges in accordance with this Agreement (except for any amount which CLIENT bona fide disputes) or Pathway fails to materially render the Services within quality standards described in this Agreement, then the other Party may give notice in writing of the



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breach to the defaulting Party and request it to remedy the situation. If the Party in breach fails to remedy the breach within fifteen (15) days of such written notice, then this Agreement may be terminated immediately by written notice of termination given by the complaining Party.

- o) *Termination for Convenience.* CLIENT may terminate an SOW at any time before the end of the Term of the relevant SOW by giving at least ninety (90) days prior written notice to Pathway before the standard termination date. If CLIENT terminates an SOW earlier than the stated Term of the SOW, except as otherwise expressly outlined in an SOW, CLIENT shall pay, to Pathway, all Fees and taxes due for the terminated SOW up to the actual date of termination, plus an amount equal to seventy-five percent (75%) in one lumpsum, of the remaining Fees for the terminated SOW which would have been payable to Pathway until the end of the SOW Term if the SOW had not been terminated early. The Parties agree that these early termination charges are liquidated damages and consideration for the Services and are not a penalty.
- p) *Termination of the Agreement.* If, for any reason, this Master Service Agreement is terminated before the end of the stated term of this Agreement, all SOWs which are in effect at the time of termination of the Agreement, shall be deemed to have been correspondingly terminated, and the payments for early termination for convenience relating to the remainder of the Term of each SOW shall apply and be payable to Pathway. Any new SOWS introduced after the commencement of this Agreement shall be coterminous with the contract end date unless mutually agreed to by CLIENT and Pathway

In the event of termination of the Services pursuant to specific SOW(s), Pathway will commit to a 90-day exit and transition-away plan from the Services for each of the specific SOW(s) being terminated. This will involve a best-effort wind down of services and collaboration and communications with the chosen new supplier or back into CLIENT control.

- q) *Dispute resolution.* The Parties intend to make good faith efforts to resolve, without resort to litigation, any dispute arising under or related to this Agreement. In the event of a dispute between the Parties, CLIENT and Pathway will endeavor to resolve the dispute between themselves, provided that either Party may, at any time, seek an injunction to prevent irreparable harm and/or terminate this Agreement pursuant to the termination rights of the Parties identified in this Agreement ("Injunctive Relief"). Except where Injunctive Relief is sought by either Party, if the Parties fail to resolve the dispute within sixty (60) days of the initial meeting in respect thereof between the Parties, the Parties agree to submit the matter to arbitration in accordance with the provisions of the Arbitration Act of Ontario (the "Arbitration Act") except to the extent that those provisions are modified by the provisions of this Agreement. The determination of the Arbitrator shall be final and binding. The Parties shall continue to perform their respective obligations under this Agreement during the resolution of any dispute, unless and until the Agreement is terminated or expires in accordance with its terms and conditions. The Parties shall agree on the fees or the formula that will be used to determine the fees and costs of the Arbitration, and each Party will be responsible for 50% of such arbitration fees and costs.
- r) *Miscellaneous.* This Agreement, and any disputes arising therefrom, shall be governed by and interpreted in accordance with the laws of the Province of Ontario and, where, relevant, of the statutes of Canada. Both Parties consent and submit to jurisdiction in the Province of Ontario state and federal courts in Canada for all matters arising under this Agreement.
 - i. Neither Party shall be taken to have waived, modified, or given up any of its rights under this Agreement even if it does not enforce all of its rights strictly on all occasions.
 - ii. Time is of the essence hereunder.
 - iii. This Agreement may only be amended by further written agreements executed by both Parties.
 - iv. Headings are for the purpose of assistance only and have no legal bearing on the



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- document.
- v. If any portion of this Agreement is found to be unenforceable at law, it shall be deemed to be deleted from the Agreement and the balance of the document shall be still effective and binding on the parties.
 - vi. Notice may be given to either Party in writing, by fax, email, regular mail, or delivery and shall be deemed received on the date of actual delivery, or on the first business day after faxing if faxed after 4:00 pm on a business day or on a day other than a business day and five days after mailing. Notice shall be sent to the addresses shown in this Agreement.