

TERMS OF USE

1. DEFINITIONS

(a) “**Affiliate**” in relation to a Party means any entity which, either directly or indirectly “**controls**”, “**is controlled by**”, or “**is under common control**” with, the Party specified, and for the purposes of this definition, “**control**” of an entity means that the specified Party, directly or indirectly, has the power to direct or cause the direction of the management and policies of that entity through the ownership of voting securities, by contract or otherwise;

(b) “**Aggregate Form**” includes information constituting or descriptive of patterns, statistics, benchmarking analysis, or other descriptive or related data which do not disclose to third parties the identity of any particular Customer or Customer User;

(c) “**Agreement**” means this Software as a Service Agreement and all Fee Schedules, the latter of which are incorporated herein by reference;

(d) “**Business Day**” means Monday through Friday, excluding any days that are statutory holidays under the laws of the Province of Ontario or the laws of Canada applicable therein;

(e) “**Confidential Information**” means all know-how, trade or other secrets, and any other information or data, directly or indirectly, disclosed by one Party and/or its Affiliates (the “**Disclosing Party**”), to the other Party (the “**Receiving Party**”) under this Agreement, (whether verbal, written, or existing, stored, or communicated in any form or medium), including without limitation, technical information and data, equipment, documents, reports, training tools, analyses, recommendations, tests, financial data, correspondence, communications, pricing, products, design and function specifications, technologies, computer programs, software, systems, features, techniques, methodologies, processes, manuals, inventions (whether or not patentable), algorithms, configurations, business information, together with copies thereof, and all information and data derived therefrom, except to the extent such knowledge, information, or data: (i) is or becomes publicly available through no breach of this Agreement or wrongful act of the Receiving Party or their Personnel; (ii) is known to the Receiving Party without restriction prior to receiving such information from the Disclosing Party; (iii) is required to be disclosed as a matter of legal compulsion, provided, however, that the Receiving Party will provide prior written notice to Disclosing Party to allow it to take such actions to protect its interests; (iv) is lawfully disclosed to a Party by a third party without restriction; or (v) is independently developed by the Receiving Party without use of Confidential Information of the Disclosing Party as established by documentary evidence provided by the Receiving Party;

(f) “**Customer**” means the Person entering into this Agreement with TLSI, including, without limitation, the Person named in any applicable Purchase Order;

(g) “**Customer Data**” means the information collected, received, transmitted, uploaded, stored, and/or processed by TLSI from Customer and Customer Users in the course of providing the Services to Customer and Customer Users;

(h) “**Customer Users**” means Customer Personnel who are authorized by Customer to use the Services in accordance with the terms applicable to Customer Users (including with respect to the permitted number and identity of Customer Users). The permitted number of Customer Users shall be as set out on our website or on the website of any third party online payment processing service we use at the time Customer pays its Fees (or as indicated in any transaction record of TLSI or its third party online payment processor related to the Fee payment) or and on any applicable Fee Schedule;

(i) “**Effective Date**” means the earlier of: (i) the date upon which Customer confirms the terms of a Fee Schedule associated with this Agreement; or (ii) the date upon which Customer or any Customer User or any representative of TLSI or J.D. Creaghan Group Inc. acting

on behalf of a Customer, first accesses or uses <<https://dashboard.totalleadersolutions.com>> or any of the Services;

(j) “**Fees**” means the fees payable by Customer for the Services in accordance with this Agreement, as specified at the time of payment on our website or on the website of any third party online payment processing service we use;

(k) “**Fee Schedule**” means any writing between TLSI or J.D. Creaghan Group Inc. and Customer, to the extent that it relates to the Services to be delivered to Customer or sets out any other terms or conditions associated with the Services which are not expressly set out herein, as the same may be updated or amended by additional Fee Schedules from time to time. For the purposes of this definition, but without in any way limiting the generality of the foregoing, accessing or using <www.dashboard.totalleadersolutions.com> or any of the Services, including, without limitation, through a representative of TLSI or J.D. Creaghan Group Inc. acting on behalf of Customer, shall be deemed for all purposes to be confirmation by Customer of all Fee Schedules delivered to date to the extent that they relate to Services. The Fee Schedule(s) shall, to the extent they relate to Services, be subject in all respects to the terms and conditions of this Agreement, including with respect to Fee increases and amendments, and, in the event of a conflict between the terms of conditions of a Fee Schedule and the terms and conditions of this Agreement, this Agreement shall prevail, except to extent that any terms or conditions set out in a Fee Schedule are expressly stated to amend this Agreement.

(l) “**Parties**” means TLSI and Customer, or any respective Affiliates, as the case may be, and “**Party**” means any one of them;

(m) “**Person**” includes an individual, a partnership, a corporation, a company, a trust, a joint venture, an unincorporated organization, a government or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual;

(n) “**Personnel**” includes directors, officers, employees, agents, consultants, representatives and other individuals employed, engaged or retained by Customer or TLSI, as the case may be;

(o) “**Services**” means access to and use of the <<https://dashboard.totalleadersolutions.com>> website and the assessment and coaching tools available for use on that website during the Term, including, without limitation, all written materials to which access is provided as part of the Leader Library™; <<https://totalleadersolutions.com/leader-library-member-area>>

(p) “**Term**” has the meaning given to it in section 5; and

(q) “**TLSI**” means TotalLeader Solutions Inc., the corporation with which you, the Customer, are entering into this Agreement.

2. SERVICES

2.1 **Subscription to and Provision of Services.** Subject to this Agreement, Customer subscribes to the Services and TLSI agrees to provide Customer and Customer Users with the Services.

2.2 **Changes in Services.** TLSI reserves the right, in its sole discretion, to modify, discontinue, substitute, delete, or restrict any aspect or feature of the Services with notice to Customer.

2.3 **Control of Services.** TLSI has complete control of the Services and will manage, direct, perform, coordinate and supervise the Services. Customer acknowledges and agrees that TLSI may in its sole discretion subcontract the Services or any part thereof without the prior written consent of Customer.

3. OWNERSHIP OF PROPERTY

3.1 **Services.** All Services and all materials provided or made accessible as part of the Services and all trademarks, patents, copyrights, trade secrets and other intellectual property and similar

rights in or related thereto, are and will remain the exclusive property of TLSI and/or its Affiliates (“**TLSI Property**”). Customer shall have no right, title, ownership, intellectual property, and/or other interest of any kind in and to TLSI Property, howsoever arising, including any intellectual property created or derived as a result of this Agreement.

3.2 Rights Granted. Upon Customer, any Customer User, or any representative of TLSI or J.D. Creaghan Group Inc. acting on behalf of Customer accessing the <<http://dashboard.totalleadersolutions.com>> website, Customer has the non-exclusive, non-assignable, royalty free, limited right to use the Services solely for Customer’s internal business operations and subject to the terms and conditions of this Agreement and any applicable Fee Schedule. Subject to any limitations contained in this Agreement and in any applicable Fee Schedule, including, without limitation, limitations as to the permitted number of Customer Users, Customer may allow Customer Users to use the Services for this purpose and Customer is responsible for Customer Users’ compliance with this Agreement. Customer agrees that neither Customer nor any Customer Users will reproduce, modify, store in a retrieval system or retransmit any of the Services or any document or other content generated through the use of the Services, in any form or by any means, electronic, mechanical or otherwise, without prior written permission of TLSI. Notwithstanding the foregoing, Customer and Customer Users may print hard copies of any reports generated using the Services, solely to the extent necessary for Customer’s or Customer User to use of the Services for its internal business purposes. Any hard copies must include TLSI’s copyright notice, must be accurately labelled and must not be edited to present any information generated using the Services in a misleading manner. Customer acknowledges that TLSI has no delivery obligation and will not ship copies of software products owned or distributed by TLSI to which TLSI grants Customer access as part of the Services. Customer agrees that it does not acquire under this Agreement any license to use software products owned or distributed by TLSI specified in the Fee Schedules in excess of the scope and/or duration of the Services. Upon the end of this Agreement or the Services, Customer’s right to access or use the Services shall terminate.

3.3 Ownership of Customer Data. All Customer Data shall, as between Customer and TLSI, remain the property of Customer. Customer hereby grants TLSI and TLSI Personnel during the Term of this Agreement, a personal, non-exclusive, non-transferable, royalty-free license to use Customer Data for the purpose of providing the Services to Customer and Customer Users. Notwithstanding the foregoing, during the Term and following the expiration or early termination of this Agreement, Customer grants TLSI a perpetual, non-exclusive, non-transferable, royalty-free license: (i) to use Customer Data for internal research and/or benchmarking purposes; and (ii) to use, share, copy, transmit, distribute, and share Customer Data, in Aggregate Form only, with other persons or entities. Customer acknowledges that TLSI or its representatives may at any time log in to any User account, as the Customer’s account administrator, and view and use all Customer Data, Confidential Information and other information of any nature that is viewable and usable by the account administrator for any purpose contemplated by this Agreement for the purpose of exercising TLSI’s right and licence described above, as well as confirming Customer’s and Customer’s Users’ compliance with the terms and conditions of this Agreement.

3.4 Reservation of Rights. All rights not expressly granted in writing within this Agreement shall be reserved to TLSI or to Customer, as the case may be. In addition to any other rights afforded to TLSI under this Agreement, TLSI reserves the right to remove or disable access to the Services if Customer or any Customer User violates the restrictions in section 3.5 below. TLSI shall have no liability to Customer in the event that TLSI takes such action. Customer agrees to defend and indemnify TLSI against any claim arising out of a violation of Customer’s obligations in section 3.5 below.

3.5 Restrictions. Customer agrees that except as expressly provided herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form

or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means. Exception being designated Customer may download for their sole use documents from the Leader Library. Customer also agrees that it may not: (i) remove or modify any TLSI markings or any notice of TLSI’s proprietary rights; (ii) make the Services available in any manner to any third party for use in the third party’s business operations; (iii) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to TLSI; (iv) disclose results of any Services or program benchmark tests without TLSI’s prior written consent; (v) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Services or related materials available, to any third party; or (vi) allow the aggregate number of individual Personnel who use the Services over the course of the Term to exceed the permitted number of Customer Users, other than, as expressly permitted under this Agreement. Customer agrees not to use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, for any purpose that may constitute an infringement of intellectual property or other proprietary rights, or otherwise violate any applicable laws, ordinances or regulations.

3.6 Audit Right. TLSI shall have the right, during normal business hours and without prior notice to Customer, to inspect or audit, or cause to be inspected or audited all records, documents or other materials related to this Agreement and to Customer’s and Customer’s Users’ use of the Services, including the right, without limitation, to have a person attend at the offices of Customer to examine and make copies of all such records, documents and other materials.

4. FEES AND PAYMENT

4.1 Services Fees. The Fees payable for the Services shall be as specified at the time of payment on our website or on the website of any third party online payment processing service we use, provided that, in the event of a discrepancy between our website and the website of a third party online payment processing service, the Fees listed on our website shall prevail. Customer agrees to pay TLSI for Services in advance, using our website or any third party online payment processing service we specify on our website from time to time.

4.2 Currency. Unless otherwise specified by TLSI, all Fees payable by Customer to TLSI are in Canadian dollars.

4.3 Taxes. Fees are exclusive of all applicable taxes. If TLSI is required to pay any federal, provincial or local retail sales, use, goods and services, excise, value-added, withholding, or similar taxes or like duties based on the Services provided under this Agreement, then all such taxes shall be added to Customers Fees at the time of payment and paid by Customer to TLSI.

4.4 Rate Adjustment. TLSI reserves the right, in its sole discretion, to increase the Fees upon any renewal or extension of this Agreement or any successor agreement.

5. TERM AND TERMINATION.

5.1 Term. This Agreement shall be effective as of the Effective Date, and shall continue for an initial term of one (1) year (the “**Term**”) unless otherwise terminated as set forth in this Agreement.

5.2 Successor Agreements. TLSI may require, as a condition of TLSI entering into any successor agreement(s) for Services after expiration of the Term, that Customer and/or Customer Users enter into one or more new agreements prescribed by TLSI, the terms of which may differ materially from this Agreement and which, without limiting

the generality of the foregoing, may provide for increased or additional Fees or other payments by Customer to TLSI or its Affiliates.

5.3 Agreement Breach. If either Party breaches a material term of this Agreement and fails to correct the breach within fifteen (15) days of written notification of the breach, then the breaching party is in default and the non-breaching party may terminate the Services under which the breach occurred. The non-breaching party may agree in its sole discretion to extend the fifteen (15) day period for so long as the breaching party continues reasonable efforts to cure the breach. Customer agrees that while it is in default under this Agreement, neither Customer nor any Customer Users may use the Services or receive any Related Services.

5.4 Suspension of Services. TLSI may immediately suspend Customer's and any Customer User's password, account, and access to or use of the Services if Customer or any Customer User violates any provision of this Agreement. TLSI may terminate the Services if such a violation is not cured within fifteen (15) days after TLSI's initial notice thereof.

5.5 Insolvency/Bankruptcy. Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement, immediately upon written notice to the other Party, if the other Party is adjudged bankrupt, makes, attempts to make or gives notice of intention to make a proposal, arrangement or any general assignment for the benefit of creditors or seeks or threatens to seek to obtain the benefit of any insolvency, liquidation or arrangement laws, or if a receiver, receiver-manager, trustee, liquidator or similar person is appointed in respect of the whole or any part of its property, whether real or personal.

5.6 Obligations on Termination. Upon termination of this Agreement: (i) any amounts payable by Customer to TLSI under this Agreement shall become immediately due and payable and Customer shall immediately pay all such amounts to TLSI; (ii) TLSI shall, if termination was due to TLSI's default, refund the Fees, on a prorated basis, for the unused balance of the Term, provided, however, that no refund shall be payable by TLSI if termination is due to any cause other than TLSI's default.

6. CONFIDENTIAL INFORMATION

6.1 Non-Disclosure / Non-Use. Each Party acknowledges and agrees that all Confidential Information disclosed is: (i) confidential and proprietary to the Disclosing Party, and that as between the Parties, all ownership, license, intellectual property, and other rights to Confidential Information disclosed hereunder shall remain with the Disclosing Party, or (ii) personal information. During the Term of this Agreement and thereafter, the Receiving Party shall: (i) keep and maintain all Confidential Information of the Disclosing Party in the strictest confidence and in compliance with any applicable laws; (ii) disclose Confidential Information received hereunder only to such Personnel who have a direct need to know such Confidential Information and who are bound by written confidentiality obligations at least as restrictive as those contained herein; (iii) not use the Disclosing Party's Confidential Information for the Receiving Party's own benefit or that of any third party or for any purpose other than lawfully exercising its rights and/or performing its obligations under this Agreement; (iv) exercise the same degree of care to protect the confidentiality of the Disclosing Party's Confidential Information which is at least equivalent to that which the Receiving Party uses to protect its own Confidential Information; and (v) take all reasonable steps to protect the Disclosing Party's Confidential Information from any unauthorized use, duplication, and/or disclosure.

6.2 Injunctive Relief. The Receiving Party acknowledges and agrees that any unauthorized use or disclosure of Confidential Information of the Disclosing Party might cause irreparable harm and might result in significant damages to the Disclosing Party or its Affiliates, which harm and/or damages might be difficult to ascertain, and in the event of such breach or threatened breach by the Receiving Party, the Disclosing

Party, in addition to other remedies which may be available in law, equity or otherwise, has the right to equitable relief, including injunctive relief, against the Receiving Party, without the necessity of proving actual damages or showing irreparable harm.

6.3 Return of Confidential Information. Subject to any license granted to TLSI to make and use copies of Customer Data under section 3.3 hereof and subject to the terms of any Privacy Policy of TLSI in force from time to time, upon expiration or earlier termination of this Agreement, or upon the Disclosing Party's earlier request, Receiving Party shall promptly return to the Disclosing Party (or, at the Disclosing Party's written direction, destroy) all the Disclosing Party's Confidential Information and all copies, partial copies, revisions or modifications thereof, in Receiving Party's possession, in whatever medium.

6.4 Personal Information. Provided TLSI complies in all material respects with the terms of TLSI's Privacy Policy, Customer shall indemnify, defend and hold TLSI and its directors, officers, employees, franchisees, licensees, contractors and agents (the "TLSI Indemnitees") harmless from and against any third party claims against any of the TLSI Indemnitees resulting from or arising in any way out of or in connection with the collection, disclosure and use of personal information (as defined in PIPEDA and any other applicable privacy legislation) related to the Customer or its business.

7. CUSTOMER RESPONSIBILITIES.

In order to enable TLSI to perform its obligations under this Agreement, Customer agrees as follows:

(i) Customer will designate a contact who shall be authorized to make decisions related to the use of Services;

(ii) Customer shall fully cooperate with TLSI by making available Customer information, materials, resources and Personnel as reasonably required by TLSI to perform the Services;

(iii) Customer shall keep user ID(s) and password(s) issued by TLSI confidential and shall not disclose such user ID(s) or password(s) to any third party;

(iv) Customer shall ensure that any user ID(s) and password(s) issued to Customer Users are not disclosed to any third parties and agrees that it shall be liable to TLSI for any breach of this requirement by any Customer User(s);

(v) Customer will perform and complete any other obligations as specified within this Agreement or any acceptable use policy that TLSI notifies Customer of (which TLSI hereby reserves the right to incorporate into this Agreement by reference by posting on <<https://dashboard.totalleadersolutions.com>> or such other URL designated by TLSI); and

(vi) Customer agrees to make every reasonable effort to prevent unauthorized third parties from accessing the Services.

8. DISCLAIMER AND LIMITATION OF LIABILITY

8.1 Disclaimer. Customer expressly acknowledges and agrees that the Services and any Related Services are intended to assist in mentoring and coaching individuals, but that there is no guarantee that Customer or Customer Users or any employees or contractors of Customer will achieve any particular results by using the Services. Customer acknowledges that the Services are intended to be used in conjunction with in-person coaching and mentoring and as part only of a broader set of Customer policies and practices regarding development of its employees and/or contractors. Customer agrees that it will not use or make reference to the Services in connection with the termination of any employees and/or contractors or in connection with any promotions or denials of promotion. Customer agrees to defend, indemnify and hold harmless the TLSI Indemnitees against any claims by Customer Users or other employees or contractors of Customer or its Affiliates arising in any way out of or in connection with the Services. Customer

expressly acknowledges and agrees that the Services are provided on an “as is” basis, and to the maximum extent permitted by applicable law, TLSI disclaims any and all warranties of any kind, express or implied, including warranties of fitness for a particular purpose, merchantability, and non-infringement. TLSI further disclaims and makes no representations or warranties that the Services will be accurate, complete, suitable for the purposes intended, uninterrupted or without error.

8.2 Limitation of Liability. TLSI’s total cumulative and aggregate liability for damages arising from breaches of this Agreement is an award for direct, provable damages that shall not under any circumstances exceed the amount of fees paid to TLSI under this Agreement during the twelve (12) month period immediately preceding the date of the event that is the subject matter of the claim. In no event shall TLSI be liable for any indirect, incidental, punitive, exemplary or consequential damages, including but not limited to, loss of use, lost profits (past and future), lost revenue, loss of data, failure to realize expected savings, or lost opportunity arising in connection with this Agreement even if advised of the possibility thereof. Customer acknowledges and agrees that TLSI is not liable for the disclosure of personal information as a result of Customer’s use of the Services, including use by Customer Users.

8.3 Indemnification. Each Party shall indemnify, defend and hold harmless the other Party and its respective Personnel, their heirs, executors, personal and legal representatives, administrators, successors and assigns, from and against any and all claims for bodily injury (including death) and/or for damage to or destruction of property caused by the negligence, intentional misconduct, or other tortious act or omission of the other Party or its respective Personnel.

9. GENERAL

9.1 Disclosure of Terms and Conditions. Customer shall not disclose any of the terms of this Agreement to any third party without the prior written consent of TLSI, except where required by applicable law.

9.2 Force Majeure. Any delay or failure in the performance of any duties or obligations of either Party (except for payment obligations) will not be considered a breach of this Agreement if such delay or failure is caused by an act of God, or other event, omission or condition not reasonably within the Party’s control, including without limitation, any mechanical, electronic, technical, or communications failure, shortage of material, war, riot, terrorist act, embargo, or government act (including any law or regulation).

9.3 Independent Contractors. The relationship between the Parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to create a joint venture, partnership, master-servant, or agency relationship between the Parties. Neither Party has any right, power or authority to create any obligation or responsibility, express or implied, on behalf of the other.

9.4 Waiver. No act or failure to act or delay in enforcement of any right by either Party constitutes a waiver of any right hereunder, and any such act, failure to act or delay does not constitute approval or acquiescence in any breach or continuing breach under this Agreement except as expressly agreed to in writing and no waiver of any breach of any provision of this Agreement constitutes a waiver of any preceding or succeeding breach of such provision or of any other provision of this Agreement.

9.5 Amendments. TLSI hereby reserves the right to modify, supplement, or replace the terms of this Agreement upon TLSI’s notice to Customer (which may be through posting on <<https://dashboard.totalleadersolutions.com>> or such other URL designated by TLSI). If Customer does not want to agree to changes to this Agreement, Customer may terminate this Agreement upon written notice to TLSI

9.6 Rights and Remedies Not Exclusive. Rights and remedies available to TLSI under this Agreement are in addition to, not in substitution for or a limitation upon, any duties, obligations, rights, or remedies otherwise imposed, created or available at law, in equity or otherwise.

9.7 Severability. Should any part, term or provision of this Agreement be held by a court of competent jurisdiction to be void, illegal, or otherwise unenforceable, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions of this Agreement, and each provision or portion thereof, is hereby declared to be separate, severable and distinct.

9.8 Further Assurances. The Parties will perform all acts and execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered, all such further documents, assurances or things, and secure all necessary consents and approvals, as may be reasonably required for the more complete and perfect observance and performance by the Parties of their respective obligations under this Agreement.

9.9 Notices. Unless otherwise provided in this Agreement, any notice required to be given in writing shall be given by personal delivery, by registered mail (postage prepaid), by courier (courier prepaid), by fax, or other means of confirmed electronic communication to:

TLSI, at the address indicated on any Fee Schedule or such other address as the recipient designates and given in accordance with this provision; and

CUSTOMER at an address Customer designates and gives in accordance with this provision.

9.10 Section Headings. The division of this Agreement into sections and paragraph headings is intended for convenience of reference only, and shall not affect the meaning or the interpretation of this Agreement. The terms: “this Agreement”, “hereof”, “herein”, “hereunder” and similar expressions refer to this Agreement and not to any particular section or subsection hereof.

9.11 Other Defined Terms. Other terms used in this Agreement are defined in the context in which they are used and shall have the meanings there indicated. Words, phrases and abbreviations used in this Agreement which have a recognized technical or trade meaning shall have such recognized meaning.

9.12 Assignment. Customer shall not transfer, convey or assign this Agreement and/or any rights, duties or obligations hereunder, without the prior written consent of TLSI, and any such attempted assignment shall be null and void. The rights and obligations under this Agreement shall be binding upon, and enure to the benefit of the Parties and their respective successors and permitted assigns.

9.13 Survival. The following sections shall survive the expiration or termination of this Agreement in addition to any other provision which by law, by its nature or by reasonable implication should survive: Sections: 3.1, 3.3, 3.4, 4, 5.6, 6, 8, and 9.

9.14 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, without regard to its conflict of laws rules, and the laws of Canada, as applicable. With respect to any action or proceeding arising out of this Agreement, the Parties agree and each of them hereby submit to the jurisdiction of the Ontario Superior Court of Justice. The Parties expressly exclude the application of the *United Nations Convention on Contracts for the International Sale of Goods* (Canada) and the *International Sales Conventions Act* (Ontario).

9.15 Dispute Resolution. Any dispute regarding the interpretation, compliance with or breach of this Agreement will be resolved as follows: (i) the Parties agree to negotiate in good faith commencing upon written notice from one Party to the other containing a summary of the dispute (the “**Dispute Notice**”), and all such negotiations shall be confidential and inadmissible in any subsequent proceeding without the

written consent of the Parties ; (ii) if the dispute is not resolved by negotiation as set out above within twenty (20) Business Days following the receipt of the Dispute Notice, the Parties may refer the dispute to a mediator acceptable to both Parties for non-binding mediation, and the costs of such mediation shall be shared equally by the Parties; (iii) if the dispute is not settled pursuant to the foregoing within forty (40) Business Days after receipt of the Dispute Notice, either Party may seek any legal and equitable remedies available to it under applicable laws.

9.16 Entire Agreement; Conflict. This Agreement and any other terms and/or conditions expressly incorporated by reference contain and constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces any and all

previous understandings, proposals, commitments or agreements, oral or written, relating to the subject matter hereof. In the event of any conflict or inconsistency between this Agreement and a Fee Schedule, this Agreement will prevail, unless the Fee Schedule expressly stipulates that such term or provision shall be overridden. If an ambiguity or question of intent arises with respect to any provision of this Agreement, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favouring or disfavouring either Party by virtue of authorship of any of the provisions of this Agreement.

[End of this Agreement.]