

Terms of Service

Version 1 - Updated May 11, 2021

1. Services Provided by WSPS. WSPS shall provide Client with services as specified in an SOS executed by the parties (“Services”). The SOS and these Terms of Service, together forming the Agreement shall comprise a separate and independent contractual obligation from any other SOS. For greater clarity, a breach by WSPS under one SOS will not be considered a breach under any other SOS. WSPS reserves the right to require that a new SOS be agreed upon between the parties for any Services to be provided beyond the scope of any individual SOS. Client acknowledges and agrees that WSPS shall have no performance obligations, including but not limited to, any obligation to advise on any issues of any kind or nature or perform any services, other than to perform its obligations under these Terms of Service and to provide the Services as set out in the SOS.

2. Fees, Expenses, and Payment.

(a) Prior to WSPS’s commencement of the Services, WSPS may provide Client with a credit application. In order to benefit from credit terms, Client shall promptly complete and return such application to WSPS.

(b) For all Services, Client shall:

- (i) pay WSPS at the rates set forth in an SOS, as adjusted from time to time, or if not set forth in such SOS, at WSPS’s standard service rates in effect at the time the Services are rendered;
- (ii) pay WSPS for travel and living expenses connected to such Services as set forth in the SOS, or if not set forth in such SOS, reimburse WSPS for all reasonable travel and living expenses incurred in connection with such Services; and
- (iii) subject to credit approval by WSPS, pay WSPS within **thirty (30)** calendar days after the date of each invoice (in the absence of credit approval by WSPS, Client shall pay WSPS prior to WSPS’s commencement of the Services, by such payment methods as may be specified by WSPS).

(c) All payments must be in Canadian dollars and are nonrefundable. Client is responsible for all taxes, duties, and customs fees concerning the Services performed, excluding taxes based on WSPS’s income. All past due amounts will bear interest at the rate of eighteen percent (18%) per annum.

3. Client Obligations; Non-Solicitation.

(a) In addition to any other obligations of the Client provided for in these Terms of Service, Client shall perform its obligations as set forth in the SOS, as well as the following obligations (collectively referred to as “Client Obligations”):

- (i) designate and provide for the SOS one (1) Client point of contact who shall be responsible for responding to WSPS’s questions and issues relating to the Services;
- (ii) provide sufficient, qualified, knowledgeable personnel capable of: (A) performing Client Obligations set forth in these Terms of Service and an SOS; (B) making timely decisions necessary to move the Services forward, (C) participating in the project and providing reasonable assistance to facilitate WSPS in rendering the Services;
- (iii) provide WSPS with reasonable access to Client’s facilities during Client’s normal business hours, and otherwise as reasonably requested by WSPS in order to enable WSPS to perform the Services;
- (iv) provide WSPS with such reasonable working space, equipment and office support (including, but not limited to, photocopying equipment, and the like) and an adequate environment for representatives where they can conduct efficient analytical work, and meetings with Client personnel and/or other WSPS personnel as WSPS may reasonably request;
- (v) provide WSPS with a safe working environment for representatives, free from violence, harassment, abuse, threats and intimidation; and

- (vi) perform such other duties and tasks as set forth in the SOS to facilitate WSPS's and its subcontractors' performance of the Services set forth thereunder.
- (b) To the extent that the Services and/or Deliverables require the use of any intellectual property for which third party authorization is required, Client shall initiate the third party authorization request and WSPS will only use the third party intellectual property in the Services and/or Deliverables once it receives proof of the third party authorization from the Client. WSPS will provide reasonable assistance and instruction to the Client with respect to how to initiate the third party authorization request. Client hereby agrees that it shall comply with any conditions and limitations associated with said third party authorization / intellectual property.
- (c) Client may not solicit for hire the employees or representatives of WSPS who have been associated with the provision of Services hereunder for a period of six (6) months commencing on the date of completion of such Services. If Client fails to comply with this provision, Client agrees to pay WSPS fifty percent (50%) of the annualized salary of the employee or representative hired or retained by Client, payable within fifteen (15) days of Client's hire or retention of such employee or representative.

4. WSPS Obligations.

- (a) Subject to Client's performing Client Obligations, WSPS shall perform or cause to be performed the Services. Client acknowledges and agrees that WSPS's ability to perform the Services is conditioned upon Client's timely performance of its obligations and the assumptions described in the SOS, and that the performance of such Client Obligations is material to WSPS's ability to commence and/or proceed with the Services. If Client does not perform the Client Obligations in a timely manner, WSPS may revise the SOS and/or amount it is charging for Services or terminate this Agreement, at WSPS's sole option.
- (b) For the SOS, WSPS will designate one (1) WSPS point of contact who shall be responsible for responding to Client's questions and issues relating to the Services.
- (c) Client understands and agrees that WSPS may subcontract with third parties to perform all or part of the Services. WSPS shall provide notice to Client whenever it has subcontracted all or any part of the Services. In the event that any of the subcontracted Services consists of a training or learning module, course, session or similar engagement ("**Training Module**") that requires scheduling with an instructor and Client, the Client shall provide WSPS with at least ten (10) business days' notice of any desire to cancel or reschedule the Training Module. If Client fails to provide such notice, Client acknowledges and agrees that it shall be responsible for payment of any cancellation or rescheduling fees incurred by WSPS.

5. Representative Planning. WSPS shall have the right to remove or replace an assigned representative with a similarly skilled representative. WSPS shall provide reasonable notice to Client of any change in representative.

6. Change Procedures.

- (a) Client may request modification to the scope of the Services, at any time during the term of this Agreement by complying with the following procedures:
 - (i) Client shall submit to WSPS a request for any change ("**Change Request**") in the form included hereto as Schedule 1 ("**Change Request Form**").
 - (ii) As soon as reasonably possible WSPS shall provide Client with a written response to the Change Request, in the form included hereto as Schedule 2 ("**Change Request Response**").
 - (iii) If Client desires to proceed with a Change Request upon the terms set forth in the associated Change Request Response, Client shall accept the Change Request Response by signing and returning the Change Request Response to WSPS. Client's authorization of the Change Request Response may modify the terms of these Terms of Service, and will modify the terms of the SOS, the cost for the Services and/or the completion date, all as specified in the Change Request Response.

(iv) Upon receipt of each authorized Change Request Response from Client, WSPS shall promptly commence performance in accordance with such Change Request Response.

(b) Each Change Request Response, which is duly authorized in writing by Client and WSPS shall constitute a formal modification to, shall be deemed incorporated into and shall become a part of the SOS. In no event shall the SOS, and/or any other obligations of WSPS to provide Services be deemed amended except through a Change Request Response approved by WSPS and Client in accordance with the provisions of this Section 6.

7. Insurance. The parties shall each maintain general liability insurance, adequate worker's compensation and employer's liability insurance as required by applicable laws.

8. Confidential Information.

(a) *Defined.* Except as otherwise expressly provided in these Terms of Service, each party agrees that (i) all information communicated to it by the other party and identified as confidential, whether before or after the date hereof, (ii) all information identified as confidential to which it has access in connection with the Services, whether before or after the date hereof; (iii) the intellectual property of a party; (iv) findings, processes, business strategies and ideas relating to, among other things, the parties' respective businesses, customers, and/or employees; and (v) these Terms of Service, the SOS (including the pricing contained in the SOS), and the parties' rights and obligations hereunder, will be and will be deemed to have been received in confidence ("**Confidential Information**") and will be used only in connection with the Services.

(b) *Obligation to Protect.*

(i) Each party agrees to use the same means as it uses to protect its own Confidential Information, but in no event less than reasonable means, to prevent the disclosure and to protect the confidentiality of the other party's Confidential Information.

(ii) Neither party will disclose the Confidential Information of the other party without the prior written consent of the other party; provided that each party may disclose this Agreement and the other party's Confidential Information to the recipient party's full time employees who have a need to have access to such information in connection with their employment by the recipient party, so long as the recipient party advises each such employee of the confidentiality obligations set forth in this Section 7, and such employee is bound by similar confidentiality provisions as part of his/her employment. In addition, WSPS may disclose the Confidential Information of Client to those third parties that: (A) provide services to WSPS that in turn support WSPS's use of Client's Confidential Information; (B) have a need to use and access Client's Confidential Information; and (C) have agreed to substantially similar non-disclosure obligations as those contained herein. Compliance by each such employee with such confidentiality obligations will remain the responsibility of the party employing such employee.

(iii) Client will not request the identity of specific employees who have been used as a source of information for the provision of the Work Product (as defined in Section 14 below) unless written consent is obtained from those employees.

(c) *Exceptions.* The foregoing will not prevent either party from disclosing information that belongs to such party or is:

(i) already known by the recipient party without an obligation of confidentiality other than under this Agreement;

(ii) publicly known or becomes publicly known through no unauthorised act of the recipient party;

(iii) rightfully received from a third party;

(iv) independently developed without use of the other party's confidential information; or

(v) disclosed without similar restrictions to a third party by the party owning the Confidential Information.

- (d) *Subpoenas.* If either party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of the other party, it shall provide prompt notice to the other party of such receipt to enable the party whose Confidential Information has been requested to obtain a protective order. If said party determines that it will not seek a protective order, it shall advise the party in receipt of the subpoena accordingly and the party receiving the subpoena shall thereafter be entitled to comply with such subpoena or other process in accordance with applicable law.
- (e) *Return.* Upon written request of the disclosing party at the expiration or termination of this Agreement for any reason, all documented Confidential Information (and all copies thereof) of the disclosing party will be returned to the disclosing party or will be destroyed, with written certification thereof being given to the disclosing party.
- (f) *Third Party Information.* Each party agrees not to disclose to the other any proprietary, confidential, secret or personal information of any third person which it is under a duty or obligation not to disclose without the prior written consent of such third person and the other party and without compliance with all provisions of applicable law.

9. Indemnity – Work Product.

- (a) *WSPS Indemnity.* WSPS shall indemnify Client against any claims that the Work Product (as defined in Section 144 below) delivered to Client pursuant to this Agreement infringes any Canadian copyright, provided that WSPS is given prompt written notice of such claim and is given information, reasonable assistance, and the sole authority to defend or settle such claim. In the event of a threatened claim, WSPS shall, in its reasonable judgment, at its sole obligation, and at its option and expense:
 - (i) obtain for Client the right to continue using the Work Product;
 - (ii) replace or modify the Work Product so that it becomes noninfringing; or
 - (iii) terminate the license for the Work Product and return only the Services fees paid by Client for such portion of the Work Product which is allegedly infringing, prorated over a five (5) year period from the date of delivery of such portion of the Work Product.

The fulfillment of the obligations set forth in this Section 9(a) shall constitute Client's sole and exclusive remedy.

- (b) *Exclusion.* WSPS shall have no obligation to indemnify or defend Client to the extent:
 - (i) the alleged infringement is based on information or other material furnished by Client;
 - (ii) the alleged infringement is the result of a modification made by anyone other than WSPS;
 - (iii) the alleged infringement is the result of use by anyone other than WSPS, or the Client pursuant to the terms herein;
 - (iv) such claim would have been avoided but for the combination or use of the Work Product, or portions thereof, with other products; or
 - (v) Client uses the Work Product other than in accordance with this Agreement.

Notwithstanding anything contained herein, WSPS shall have no obligation hereunder with respect to those portions of Work Product that embody Client's confidential information or ideas including, without limitation, any portion of Work Product that is developed pursuant to Client's specifications.

- (c) *Client Indemnity.* Client shall indemnify and hold WSPS harmless against any claims in relation to third party use of the Work Product, and/or portions of Work Product that embody Client's Confidential Information or ideas, including, without limitation, any portion of Work Product that is developed pursuant to Client's specifications that infringes or misappropriates any intellectual property right of any third party; provided that Client is given prompt written notice of such claim and is given information, reasonable assistance, and the sole authority to defend or settle such claim.

- (d) *Entire Liability.* THE FOREGOING PROVISIONS OF THIS SECTION 9 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF WSPS, AND THE EXCLUSIVE REMEDY OF CLIENT, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES AND THE DEVELOPMENT AND/OR USE OF THE WORK PRODUCT.

10. Indemnity – General

- (a) In addition to any other indemnification obligations provided for under this Agreement, Client shall indemnify, defend and hold harmless WSPS and all of its present and former partners, members, affiliates, subsidiaries and their respective principals, directors, officers, shareholders, beneficiaries, trustees, employees, agents, subcontractors, representatives, successors and assigns from and against any and all damages, losses, claims, liabilities, suits, proceedings, and/or causes of action (including, without limitation, attorneys' fees, experts' fees, costs, judgments, awards, settlement amounts, and expenses) (each a "**Claim**") whether such Claim is direct or indirect and to the extent that such Claim arises because of, results from or is in any way connected with (i) Client's breach of this Agreement; (ii) the negligence or wilful misconduct of Client or any of its personnel; and/or (iii) bodily injury and/or property damage, including Claims from Client's personnel that may arise from the operations of Client under this Agreement, and (iv) the Client's breach and non-compliance with any third party authorizations, as may be required pursuant to section 3(b).
- (b) In addition to any other indemnification obligations provided for under this Agreement, WSPS shall indemnify and defend Client from any third party Claim to the extent that such Claim arises because of, results from, or is in any way connected with (i) WSPS' breach of this Agreement; (ii) WSPS' gross negligence or wilful misconduct; and/or (iii) bodily injury and/or property damage suffered by WSPS' employees, agents and/or subcontractors that may arise from the operations of WSPS under this Agreement.
- (c) For the indemnification set out herein to apply, the party claiming indemnity must promptly notify the indemnifying party in writing upon receipt of notice of any Claim and must permit the indemnifying party's legal counsel and personnel (at the indemnifying party's discretion and cost) to handle and control the defence of such Claim. The party claiming indemnity agrees to fully cooperate and aid in such defence and will not settle any such Claim without the prior written consent of the indemnifying party. However, the indemnified party will be entitled to retain additional counsel at its own expense, as an exception to its right to be indemnified from such expenses as provided for under this Agreement.

11. Limited Warranty.

- (a) *WSPS Warranty.* WSPS warrants that the Services will be performed consistent with generally accepted industry standards. No specific result from the provision of the Services is assured or guaranteed. WSPS DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.
- (b) *Remedies.* Client's sole and exclusive remedy and WSPS's sole obligation in the event of a breach of the warranty contained herein or any deficiency with respect to any Work Product other than a deficiency described in Section 9(a), is, at WSPS's sole option: (i) to reperform the Services, (ii) to correct the deficiency in the applicable Work Product, or (iii) to refund the amounts paid by Client for the Services which were not as warranted, provided WSPS has received notice from Client within thirty (30) days of the completion of the Services which Client alleges were not performed consistent with the warranty in Section 11(a).

12. Limitation of Liability.

- (a) IN NO EVENT WILL WSPS BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST DATA, LOST PROFITS, LOST REVENUES, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWSOEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) WSPS'S LIABILITY FOR DIRECT DAMAGES ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE RELATIONSHIP OF THE PARTIES, THIS AGREEMENT, ITS NEGOTIATION OR TERMINATION, OR THE PROVISION OR

NONPROVISION OF SERVICES IS LIMITED TO CLAIMS IN CONTRACT AND SHALL IN NO EVENT EXCEED THE AMOUNT RECEIVED BY WSPS FROM CLIENT UNDER THE SOS.

- (c) NO IMPLIED TERMS OR OBLIGATIONS OF ANY KIND BY OR ON BEHALF OF WSPS SHALL ARISE FROM ANYTHING IN THIS AGREEMENT AND THE EXPRESS COVENANTS AND AGREEMENT CONTAINED IN THIS AGREEMENT ARE THE ONLY COVENANTS AND AGREEMENTS UPON WHICH ANY RIGHTS AGAINST WSPS ARE TO BE FOUNDED.
- (d) THE LIMITATIONS OF LIABILITY PROVIDED FOR HEREIN EXTEND TO WSPS' PRESENT AND FORMER PARTNERS, MEMBERS, AFFILIATES, SUBSIDIARIES AND THEIR RESPECTIVE PRINCIPLES, DIRECTORS, OFFICERS, SHAREHOLDERS, BENEFICIARIES, TRUSTEES, EMPLOYEES, AGENTS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS.
- (e) WITHOUT LIMITING THE FOREGOING, CLIENT ACKNOWLEDGES THAT:
 - (i) WSPS HAS BEEN HIRED SOLELY FOR CONSULTANCY SERVICES OR TRAINING SERVICES OR BOTH SOLELY AS EXPLICITLY SET OUT IN THE SOS. ENFORCEMENT OF AND ADHERENCE TO ALL SAFETY AND HEALTH REGULATIONS SHALL BE THE SOLE RESPONSIBILITY OF CLIENT AND SHALL NOT BE THE RESPONSIBILITY OF WSPS;
 - (ii) THE INFORMATION CONTAINED IN THE WORK PRODUCT WAS OBTAINED THROUGH DIRECT OBSERVATION OF PROCESSES WITHIN THE FACILITY, DISCUSSIONS WITH PLANT AND OFFICE STAFF AND, WHEN APPROPRIATE, SELECT PHYSICAL MEASUREMENTS AND OR PHOTOGRAPHS. WSPS'S ASSESSMENT SET FORTH IN THE WORK PRODUCT REFLECTS THE SITE CONDITIONS AS THEY EXISTED AT THE DATE AND TIME OF THE SITE VISIT(S). THE WORK PRODUCT IS NOT INTENDED TO IDENTIFY ALL HAZARDS OBSERVED OR PRESENT. FURTHER, WSPS DOES NOT INFER OR WARRANT THAT THERE ARE NO OTHER OCCUPATIONAL HEALTH AND SAFETY CONCERNS AT THE CLIENT'S WORKPLACE. REGULAR WORKPLACE INSPECTIONS, INCLUDING COMMUNICATION WITH EMPLOYEES, ARE IMPERATIVE TO ENSURE HAZARDS AT THE WORKPLACE ARE IDENTIFIED AND SUITABLY ADDRESSED, AND ARE CLIENT'S SOLE RESPONSIBILITY. THE ONGOING EVALUATION OF THE EFFECTIVENESS OF CLIENT'S HAZARD CONTROLS REMAINS THE SOLE RESPONSIBILITY OF CLIENT AS PART OF ITS BROADER HAZARD MANAGEMENT ACTIVITIES WITHIN ITS OCCUPATIONAL HEALTH AND SAFETY PROGRAM;
 - (iii) PHOTOGRAPHS INCLUDED IN THE WORK PRODUCT ARE PROVIDED BY WSPS WITH THE ADVANCE PERMISSION OF CLIENT. PHOTOGRAPHS INCLUDED IN THE WORK PRODUCT ARE REPRESENTATIVE IN NATURE AND HAVE BEEN INCLUDED TO PROVIDE CLIENT WITH CONTEXT ONLY. ANY ITEM IN THE WORK PRODUCT THAT IS SUPPLEMENTED WITH A PHOTOGRAPH SHOULD NOT BE ASSUMED TO BE OF MORE IMPORTANCE THAN ITEMS THAT ARE NOT SUPPLEMENTED WITH A PHOTOGRAPH. INCLUSION OF PHOTOGRAPHS IN THE WORK PRODUCT DOES NOT IMPLY NOR WARRANT THAT ALL HAZARDS DEPICTED IN THE PHOTOGRAPHS WERE IDENTIFIED OR ASSESSED BY WSPS; AND
 - (iv) WITH RESPECT TO EACH WORK PRODUCT, SUBJECT TO THE EXPRESS PROVISIONS OF THIS AGREEMENT, WSPS ASSUMES NO RESPONSIBILITY WHATSOEVER FOR THE STRICT OR ABSOLUTE ACCURACY OR SUFFICIENCY OF THE STATEMENTS OR RECOMMENDATIONS CONTAINED IN SUCH WORK PRODUCT. WITHOUT LIMITING THE FOREGOING, WSPS DOES NOT GUARANTEE THAT ALL ACCEPTABLE SAFETY MEASURES ARE ADDRESSED IN ANY SUCH WORK PRODUCT, OR THAT OTHER OR ADDITIONAL MEASURES MAY NOT BE REQUIRED IN PARTICULAR OR EXCEPTIONAL CONDITIONS OR CIRCUMSTANCES.

13. Force Majeure. If WSPS is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, accident, fire, casualty, flood, war, terrorism, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, public health emergency, destruction of production facilities, insurrection, inability to obtain labor or other supplier or subcontractor problems, materials, equipment, theft, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of WSPS (each an event of "**Force Majeure**"), and if WSPS will have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to Client, then WSPS's failure to perform will be excused and the time for performance will be equitably extended.

14. Rights to Work Product. "**Work Product**" means any expression of WSPS's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, plans, designs, programs, enhancements and other technical information, along with all tools, templates, protocols, equipment and materials used therein or forming a part thereof. All Work Product is the property of WSPS. Without limiting the foregoing, all text, data, logos, illustrations, graphics, images, photographs, plans, designs,

the arrangement of information and other content in the Work Product are protected by copyright and other intellectual property rights, and are the sole property of WSPS. WSPS licenses Client the right for Client to use the Work Product, on a non-exclusive basis, solely for Client's own, internal business purposes. To the extent Client acquires any rights in the Work Product, Client hereby irrevocably assigns those rights to WSPS, and will cause its employees irrevocably to waive any moral rights they obtain in such Work Product. No part of the Work Product may be recorded at any time, nor may the Work Product be reproduced, distributed, duplicated, displayed, broadcasted, stored in a retrieval system, transmitted in any form or by any means (including any electronic and/or mechanical means), photocopied, or otherwise exploited in any manner, without the prior written permission of WSPS.

15. Independent Contractor Status. WSPS performs its obligations pursuant to this Agreement as an independent contractor, not as an employee of Client. Nothing in this Agreement is intended to create or be construed as the existence of a partnership, joint venture, or agency relationship between the parties.

16. Notice. All notices shall be in writing and sent by regular mail, registered mail, overnight mail, courier, transmitted by facsimile, transmitted by electronic mail or delivered personally to the addresses indicated in the SOS, or such other address as either party may indicate by at least ten (10) business days prior written notice to the other party. Notices made pursuant to this Section shall be effective on the date shown on the receipt evidencing delivery, the facsimile confirmation, the email "read receipt" or if no "read receipt" is received at 9 a.m. Eastern Time on the next business day following the email transmission provided that no error message or bounce-back has been received by the sender of the email transmission or, if sent by regular mail where there is no written evidence of delivery, on actual receipt.

17. Termination.

- (a) Client may terminate this Agreement at any time by giving WSPS ten (10) business days prior written notice of termination, provided that all fees due under this Agreement shall be paid by Client to WSPS immediately upon the effective date of such termination. If Client provides less than ten (10) business days notice, WSPS reserves the right to invoice Client for up to (10) business days of Services per representative terminated as well as any cancellation fees that WSPS may incur for a subcontracted Training Module that has already been scheduled.
- (b) WSPS may terminate this Agreement for no reason, or any reason, on written notice to Client. In the event that WSPS terminates this Agreement pursuant to this Section 17(b), all fees due under this Agreement in respect of work completed by WSPS at the time of such termination shall immediately become payable in accordance with Section 2.

18. Separate Agreements. Client acknowledges that it may license WSPS's software without utilizing WSPS's services and that it could utilize services of third parties. Client agrees that this Agreement, is a separate and independent contractual obligation from any license agreement. Client shall not withhold payments that are due and payable under this Agreement because of the status of any software licenses or schedules, nor shall Client withhold payments that are due and payable pursuant to any license agreement or schedules thereto because of the status of services performed under this Agreement. If there is any conflict between the terms of this Agreement and any license agreement, the terms of this Agreement will control.

19. Survival. The terms of Section 7 (Confidential Information), Section 9 (Indemnity – Work Product), Section 10 (Indemnity – General) Section 11 (Limited Warranty), Section 12 (Limitation of Liability), Section 14 (Rights to Work Product), Section 16 (Notice), Section 18 (Separate Agreements), this Section 19 (Survival) and Section 20 (General) shall survive the termination or expiration of this Agreement.

20. General. This Agreement is made in and shall be governed by the laws of the Province of Ontario and the federal law of Canada applicable therein, without regard to its choice of law principles. Jurisdiction and venue shall be in Toronto, Ontario. The parties hereby irrevocably attorn and submit to the exclusive jurisdiction of the courts of the province of Ontario, including any applicable Federal Courts located therein. The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement. No purchase order or other ordering document that purports to modify or supplement the printed text of this Agreement shall add to or vary the terms of this Agreement. Any terms of service set out in any purchase order or other ordering document that are inconsistent with or otherwise conflict with this Agreement are null and void and superseded by the Agreement. If any provision of this Agreement is held to be unenforceable, this Agreement shall be construed without such provision. The failure by a party to exercise any right under this Agreement shall not operate as a waiver of such party's right to exercise such right or any other right in the future. Except for actions for non-payment or breach of WSPS's proprietary rights in the Work Product, no action, regardless of form, arising out of this Agreement may be brought by either party more than one year after the cause of action has accrued. These Terms of Service, together with the SOS constitutes an entire agreement between the parties concerning the subject matter contained within the SOS, as set out in Section 1 herein. This

Agreement may be amended only by a written document executed by a duly authorized representative of each of the parties. This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of the parties. Client may not assign this Agreement without the prior, written consent of WSPS. The parties have agreed that this Agreement be drafted in English. Les parties ont convenu à ce que ce Contrat soit rédigé en anglais. No presumption will operate in favour or against any party as a result of any responsibility that any party may have had for drafting this Agreement, the Terms of Service or an SOS.

**Schedule 1
Form of Change Request**

Quote Number:	
Change Request Number:	

TO: Workplace Safety & Prevention Services ("**WSPS**")

FROM: [insert billing name of client as full and proper legal name] ("**Client**")

RE: Change Request process under Statement of Service Agreement dated [insert contract issue date] between WSPS and Client (the "**Agreement**").

This Change Request forms part of and is subject to the terms of the Agreement and is not binding until both WSPS and Client have respectively executed and agreed to a Change Request Response prepared by WSPS.

- 1.0 Description of expected Service change: **[To be completed.]**
- 2.0 Expected effect on existing Services: **[To be completed.]**
- 3.0 Timeframe for implementation of Services (including any milestones): **[To be completed.]**

Agreed to:

[CLIENT BILLING NAME AS FULL AND PROPER LEGAL NAME] ("Client**")**

Authorized Signature

Print Name

Title

Date

**Schedule 2
Form of Change Request Response**

Quote Number:	
Change Request Number:	
Change Request Response Number:	

TO: [insert billing name of client as full and proper legal name] ("Client")

FROM: Workplace Safety & Prevention Services ("WSPS")

RE: Change Request process under Statement of Service Agreement dated [insert contract issue date] between WSPS and Client (the "**Agreement**").

This Change Request Response forms part of and is subject to the terms of the Agreement and is not binding until both WSPS and Client have respectively executed and agreed to this Change Request Response.

- 1.0 Description of expected Service change: **[To be completed.]**
- 2.0 Expected effect on existing Services: **[To be completed.]**
- 3.0 Timeframe for implementation of Services (including any milestones): **[To be completed.]**
- 4.0 Effect on fees: **[To be completed.]**

This Change Request Response is offered to Client by WSPS and shall remain open for acceptance by Client for **[insert number]** days from the date hereof.

Agreed to:

Workplace Safety & Prevention Services ("WSPS")

[CLIENT BILLING NAME AS FULL AND PROPER LEGAL NAME] ("Client")

Authorized Signature

Authorized Signature

Print Name

Print Name

Title

Title

Date

Date