

Centah Master Services Agreement

This Centah Master Services Agreement (hereinafter the "**Agreement**"), is entered into by and between Centah Inc. (hereinafter "**Centah**") of Richmond Hill, Ontario and any person that signs an Order Form (as defined below) with Centah (hereinafter "**Subscriber**") effective as of the date of the first Order Form between Centah and the Subscriber (hereinafter "**Effective Date**"). Centah and Subscriber are collectively referred to as the "**Parties**", and individually as a "**Party**". Centah offers certain software applications available in a hosted environment and certain related services, Subscriber wishes to subscribe to same related services, and the terms of this relationship are set forth in this Agreement. Therefore, in consideration of the mutual promises and covenants hereafter, the Parties agree as follows:

DEFINITIONS

"Business Day" means every day other than Saturdays, Sundays and statutory or civic holidays observed in the Province of Ontario.

"Confidential Information" means all confidential information of a Party (**"Disclosing Party"**) disclosed to the other Party (**"Receiving Party"**), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Centah includes the terms and pricing of this Agreement (including any Order Form), the Software, the Updates, the Documentation, and technical and business information relating to the Software and/or the Hosted Service, including improvements, enhancements and/or derivative works relating to the Hosted Service, the Software, the Updates and/or the Documentation. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to receiving same from Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

"Customer Order" means an order for goods and/or services commercially available from Subscriber in the ordinary course of business, which order is made by a customer to Subscriber or a store for which Subscriber is an authorized representative or service provider.

"Documentation" means all end user documentation (including reference, user and systems administrator guides) that Centah makes available in final form to Subscriber relating to the use of the Hosted Service, and which documentation may be updated from time to time at Centah's discretion.

"Employee User" means an employee of Subscriber.

"End Users" means Employee Users and Installer Users.

"Hosted Service" means (a) accessibility to the commercially available object code version of the Software as a service platform over the Internet via the Web Portal, (b) maintenance and support in accordance with sections 10 to 15, and (c) the hosting of User Data for use with the Software in accordance with this Agreement.

"Incident" means a problem reported by an End User to Centah in accordance with this Agreement that involves a reproducible programming error, malfunction or defect in the Software and/or Hosted Service, which causes the operation of the Hosted Service to not substantially conform to the functional specifications in the Documentation. An error, malfunction or defect is "reproducible" if Centah can reproduce and verify the reported error, malfunction, or defect using the specific input data and other conditions, as reported by Subscriber, which generated the reported error, malfunction or defect.

"Installer User" means any installer engaged by Subscriber to assist Subscriber in fulfilling a Customer Order initiated and tracked via the Software.

"Internal Use" means use solely for Subscriber's internal business purposes to fulfill Customer Orders in the normal course of Subscriber's business with its customers, and no other purposes.

"Monthly Transaction Fees" means the monthly transaction fees set out in the Order Form, charged on a per transaction or per lead basis (as the case may be) for the total, aggregate monthly transactions or leads (as the case may be) input and/or generated in a month using the Software and/or Hosted Service.

"Order Form" means a schedule or order form mutually agreed upon by the Parties (either as expressly part of this Agreement when executed or separately and subsequently signed by the Parties) setting out the services subscribed to by Subscriber. Each Order Form is incorporated into and forms part of this Agreement. In the event of there being a conflict between the terms set out in this Agreement and any Order Form, the terms in the Order Form shall prevail.

"Software" means Centah's standard, commercially available computer software for order scheduling, management and fulfillment, including Updates to such software that Centah may make available from time to time (if any).

"Subscription Fees" means the fees charged by Centah in connection with the Hosted Service, including those set out in any Order Form (including the Monthly Transaction Fees and minimum monthly fees).

"Updates" means any corrections, modifications, new versions or new releases of the Software to which Centah provides Subscriber access and use of as part of the Hosted Service.

"User Data" means any and all data and information created or submitted by Subscriber or an End User using Software via the Hosted Service.

"Web Portal" means the portal made available by Centah for the purpose of providing Subscriber access to and use of the Hosted Service.

HOSTED SERVICE; LICENSE AND END USERS

1. Centah agrees to make the Hosted Service available to Subscriber in accordance with this Agreement. Subject to the terms and conditions of this Agreement, Centah grants Subscriber a personal, non-exclusive, fee-bearing, limited term, non-sub licensable, non-transferable license to access and use the Hosted Service for Subscriber's Internal Use (collectively, the **"License"** throughout). The License includes the right to use Documentation in accordance with this Agreement as part of such Internal Use.
2. Subscriber may only permit End Users to access and use the Hosted Service in accordance with this Agreement. All End Users are required to electronically accept Centah's terms of use for accessing the Software, which are available from Centah's web portal at the following URL: www.centah.com (the **"Terms of Use"**). To the extent of any conflict between this Agreement and the Terms of Use, the terms of this Agreement shall prevail. Subscriber shall be liable for any breach by its employees, former employees, affiliates, agents and installers, including End Users, of their obligations owed to Centah under this Agreement and/or the Terms of Use.
3. Subscriber shall have the End Users keep their login information confidential. Subscriber acknowledges and agrees that End User login information, including usernames and passwords, shall not be shared or used by multiple users. Nor shall any login password or username be used by or on behalf of Subscriber to service multiple End Users. Subscriber shall and shall have the End Users comply with all security policies, procedures and devices that are put into place by Centah and that are communicated to Subscriber in the Documentation as may be updated by Centah from time to time. Subscriber shall be responsible for the acts and omissions of End Users. The call centre services related to the use of the software and related call centre services are outlined on www.centah.com.

SUBSCRIBER SYSTEMS AND INTERNET ACCESS

4. Subscriber is responsible for obtaining and maintaining its own information technology infrastructure, including hardware, software, network infrastructure, communications systems (including emails, phones, faxes), internet access and any ancillary services (collectively, **"Subscriber System"**), needed to access or otherwise use the Hosted Service. Subscriber shall be responsible for any changes to the Subscriber System that could affect the interaction or integration between Centah's Software and any applicable Subscriber System.
5. Subscriber acknowledges that the internet is not owned, operated, managed by, or in any way affiliated with Centah, its suppliers or any of its affiliates, and that it is a separate network of computers independent of Centah. Subscriber acknowledges that Centah cannot guarantee that the internet access services chosen by Subscriber will meet the level of up-time or the level of response time that Subscriber may need. Subscriber agrees that its use of the internet access services and the internet is solely at its own risk and is subject to all applicable local, state, provincial, national and international laws and regulations.

FEES AND PAYMENT TERMS

6. Subscriber shall pay the Subscription Fees set out in the Order Form to this Agreement on a monthly basis. All fees and charges in an Order Form are listed in Canadian dollars and are exclusive of sales, usage or other taxes and any customs, excise or other duties or charges. Further, in keeping with the value that Subscriber receives from having access to the Hosted Service on a monthly basis, Subscriber agrees to paying for a minimum number of transactions and/or leads per month even if such minimum number is not reached, in accordance with the

minimum monthly billing level (if any) set out in an Order Form, throughout the term of this Agreement based on the applicable rates charged by Centah therefore. In months where the number of transactions or leads exceeds the foregoing minimum monthly billing level, Subscriber shall pay the higher fee schedule of Subscription Fees based on the actual number of transactions or leads input and/or generated for the applicable month.

- 7. All fees chargeable by Centah under this Agreement shall be paid within 30 days of the date of an applicable invoice. For the purposes of clarity, Centah's fees shall be payable to Centah regardless of whether or not Subscriber has received an invoice from Centah for such fees by mail, email, facsimile or courier, and Subscriber shall be deemed to have received same on the date of sending whatever means are used.
- 8. Any payment not received from Subscriber by the due date may accrue, at Centah's discretion, late charges at an interest rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.
- 9. If Subscriber's account is twenty five (25) days or more overdue, or if Subscriber breaches any other material clause in this Agreement, in addition to any of its other rights or remedies, Centah reserves the right to suspend access to any or all parts of the Hosted Service and Software. Written notice of such a suspension would occur a minimum of three (3) Business Days before the suspension.

MAINTENANCE AND SUPPORT

- 10. Standard maintenance will be scheduled by Centah to provide ample time to maintain and update the Software when necessary as Centah may consider appropriate in its sole discretion from time to time ("**Standard Maintenance**"). During Standard Maintenance, the Software will generally continue to be available through the Hosted Service; however, changes may require server shutdowns or restarts. Centah will provide Subscriber five (5) calendar days email notice prior to shutdown or system restarts in order to facilitate planning. Using commercially reasonable efforts, Centah will endeavour to schedule Standard Maintenance outside of regular business hours (outside of 8am – 9pm EST), and where possible will endeavour to schedule Standard Maintenance between the hours of 11pm – 6am EST. Emergency maintenance to respond to errors or circumstances that materially impact functionality or availability of the Hosted Service ("**Emergency Maintenance**"), because of its unscheduled nature, shall not require any advance notice to Subscriber.
- 11. Subject to Subscriber being current in payment of fees due to Centah, Centah will provide technical support and troubleshooting assistance via Centah's designated help desk ("**Help Desk**") during Business Days from 9:00 AM to 5:00 PM (EST) (the "**Coverage Period**"). The Help Desk will be reachable during the Coverage Period by: (a) telephone at 905-761-5429; (b) e-mail support@centah.com; or (c) the Centah ticketing system. Remote diagnostic technical assistance may be utilized to resolve Software functional problems and user problems. Subscriber acknowledges and agrees that Centah is not responsible for fielding or handling questions from End Users relating to the business of Subscriber or Installer Users (e.g., such as why a Installer User is not receiving enough leads or work orders from Subscriber, or why a Installer User has been rated a certain way). Centah shall have the right to charge Subscriber for such questions at Centah's then current hourly rates in 15 minute increments.
- 12. Subject to the terms hereof, Centah will endeavour to make the Hosted Service available from the Web Portal 99.9% of the time per one year period, with the following exceptions: (a) downtime of approximately 9 hours per year, during which the Hosted Service will not be available to End Users

("Downtime"); and (b) those hours involving Standard Maintenance, Emergency Maintenance or any interruption due to causes beyond the control of Centah.

- 13. Centah will use commercially reasonable efforts to provide service levels in accordance with this section 13 and to respond in a commercially practical time frame to Incidents reported to Centah. Upon receipt of an Incident report from a Subscriber or End User, Centah will respond in accordance with the severity of the Incident, as detailed in the table below. Severity will be determined by Centah and communicated to Subscriber or the applicable reporting End User.

Severity	Definition	Examples	Response	Work Begin Time	Target Recovery Time
0	Critical business impact – system/ service is down. Immediate and ongoing action is required.	Connectivity with the server has been lost. User termination.	15 min	30 min	4 hrs
1	Major business impact, high probability for service impact, or service severely degraded. Immediate and ongoing action is required.	A feature or function is not working properly. Work order management Password resets.	30 min	1 hr	8 hrs
2	Moderate business impact or potential for service impact and/or outage.	A bug occurred, such as a JavaScript error while entering data to a field. New Store/ Service set up. Vacation requests processing. Invalid leads.	1 hr	8 hrs	5 Bus. days
3	No immediate business impact.	Long term fixes, projects, upgrades, moves, changes.	4 hrs	Scheduled	Scheduled

- 14. Times indicated in the above table are measured in regular business hours in a Business Day. The target recovery times noted above only indicate the average time to address the issue, and do not indicate the timeline for final resolution of any given issue, which may take considerably longer depending on the issue at hand.
- 15. The applicable "Work Begin" time begins once Centah has enough information to profile the reported Incident, and can confirm or recreate the reported Incident. Subscriber shall cooperate with Centah and provide information and/or documentation requested by Centah which may be helpful in identifying and resolving Incidents. Centah shall have no obligation to respond to or work on any problems or issues that are reported by Subscriber as Incidents but are later determined by Centah not to be Incidents.

OWNERSHIP

- 16. Subscriber acknowledges and agrees that the Software, Hosted Service, Documentation and Updates are proprietary property and valuable trade secrets of Centah and its affiliates, including all processes, algorithms, user interfaces, improvements, enhancements and derivative works in and/or to same, howsoever made, and all copyright and other intellectual property rights in all of the foregoing (collectively, the "**Centah IP**"). Apart from the limited License, Subscriber receives no rights to the Centah IP nor shall it acquire such rights by any thing done pursuant to or further to this Agreement or the

relationship created hereby. Subscriber agrees not to alter or remove any details of ownership, copyright, trade marks or other proprietary rights included in any Software, Hosted Service, Documentation and/or Updates. Subscriber acknowledges and agrees that the Software shall contain code to monitor and report to Centah.

17. Subscriber shall not: (i) except for the limited permission for Subscriber to allow Installer Users access to the Hosted Service and/or Documentation to the extent expressly set out in this Agreement, make available the Hosted Service, the Software and/or the Documentation to any third party; (ii) sell, resell, license, sublicense, rent, lease, lend, market, transfer, assign, distribute, offer in a service bureau, time share, or otherwise part with or make available to any third party (except to the extent expressly provided for earlier in this Agreement), in whole or in part, the Hosted Service, the Software and/or the Documentation; (iii) offer, for a fee or free of charge, services consisting of processing data through the use of the Hosted Service and/or Software other than the limited processing of Customer Orders through End Users in accordance with this Agreement; (iv) copy the Documentation other than to the extent expressly permitted in this Agreement; (v) copy, mirror, alter, disassemble, decompile, reverse engineer, or translate any of the Centah IP, or otherwise attempt to derive the Source Code from all or any part of the Software; (vi) create derivative works based on the Hosted Service, the Software and/or the Documentation; (vii) copy any designs, features, functions, integrations, interfaces or graphics of the Hosted Service and/or the Software; (viii) whether during the term of this Agreement or thereafter, use the Hosted Service, the Software and/or the Documentation to develop or participate in the development of any derivative works or any functionally compatible or competitive software or service; (ix) use any robot, spider, or other automated tool to retrieve and/or populate information to and from the Software except to the extent otherwise expressly permitted by Centah under a separate written and signed authorization; (x) engage in practices such as "screen scraping", "database scraping" or "automated form filling" to retrieve, test or obtain lists of users or other information generated or processed by or stored via the Software; (xi) except with Centah's prior written consent, refrain from accessing or attempting to access password protected or secure areas of the Software or Hosted Service, or (xii) access the Hosted Service and/or Software for any benchmarking or competitive purpose or for the purposes of carrying out any of the other acts prohibited in this paragraph.
18. Upon any breach of non-compliance with any of section 17, Centah shall have, in addition to its other rights and remedies herein and at law or equity, have the right to immediately suspend or terminate Subscriber's access, in whole or in part, to the Hosted Service and/or the Software until such time as the non-compliance is cured.

TERM AND TERMINATION

19. This Agreement will commence on the Effective Date and remain in force for an initial period of **twelve (12)** months from the Effective Date (throughout, the "**Initial Period**"). At the expiration of the Initial Period, this Agreement shall automatically renew for successive twelve (12) month periods in perpetuity unless either Party provides notice of its intent not to renew at least 60 days prior to the expiration of the then-current term.
20. Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party of a material breach of this Agreement by the other Party if such breach remains uncured at the end of such notice period. If such material breach is cured within the thirty (30) day notice period, this Agreement shall continue in full force and effect.
21. In the event of any breach of this Agreement by Subscriber, Centah shall be entitled to suspend its obligations and the License. Subscriber acknowledges and agrees that fees due under this Agreement will continue to accrue while the License is suspended. Centah shall be entitled to exercise a lien over

User Data such that Subscriber shall not be entitled to access User Data from the Web Portal until Subscriber has paid all overdue amounts and cured the breach.

22. Upon any termination of this Agreement, the License shall terminate and Subscriber shall, as of the date of such termination, immediately cease accessing or otherwise using the Hosted Service, the Documentation, and any other Centah Confidential Information. Termination for any reason shall not relieve Subscriber of the obligation to pay any fees accrued or due and payable to Centah prior to the effective date of termination.
23. Upon termination of this Agreement, Centah shall have no obligation to maintain or provide any User Data and shall thereafter, unless legally prohibited, provide a copy of the User Data to Subscriber in a form acceptable to Centah and shall delete all User Data in its possession or control, except that Centah may at its sole discretion keep a copy of User Data for archival purposes and/or anonymous trending. Subscriber agrees that Centah shall not be liable to Subscriber nor to any third party for any termination of Subscriber's access to and use of the Hosted Service or deletion of User Data.
24. Upon any termination or expiration of this Agreement, sections 16-18 (Ownership), 22, 23, 24, 25-28 (Confidentiality), 30-33 (Limitation of Liability), 39, and 40, together with all provisions of this Agreement necessary for the interpretation and enforcement of said sections, shall expressly survive such termination or expiration.

CONFIDENTIALITY

25. Receiving Party shall keep confidential and shall not disclose any Confidential Information of Disclosing Party for any purpose outside the scope of this Agreement, except with Disclosing Party's prior written consent. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in at least the same manner that it protects its own confidential information of like kind (but in no event using less than reasonable care). Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, return to the Disclosing Party or destroy all tangible Confidential Information unless otherwise provided for elsewhere in this Agreement.
26. Centah owns the aggregated and statistical data derived from the operation of the Hosted Service, including the number of records in the Hosted Service, the number and types of transactions, configurations, and reports processed in the Hosted Service and the performance results for the Hosted Service (the "**Aggregated Data**"). Nothing herein shall be construed as prohibiting Centah from utilizing the Aggregated Data for the purposes of operating Centah's business, provided that Centah's use of Aggregated Data will not reveal the identity of any individual or specific data entered by any individual into the Hosted Service.
27. Subscriber agrees to be identified as a client of Centah, and Centah may refer to Subscriber by name, trade name and trademark, if applicable, and may briefly describe Subscriber's business in Centah's marketing materials and on Centah's web site. Subscriber may do the same in identifying Centah as a supplier of its electronic infrastructure for managing its trade network. Any other use of each respective Party's name, trade name and trademark shall require the prior written consent of such Party.
28. In order to continually gather feedback from End Users, Centah will be allowed twice a year to send out either electronically or in paper form a survey which will ask the End Users of the Hosted Service pertinent questions so that Centah may, at Centah's sole discretion, further develop out the Hosted Service and/or Software and support mechanisms.

DISCLAIMERS; LIMITATION OF LIABILITY

29. EXCEPT TO THE EXTENT SPECIFICALLY SET OUT IN THIS AGREEMENT, CENTAH EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, GUARANTEES AND ASSURANCES OF ANY KIND, WHETHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUALITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR ANY WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE. Without limiting the generality of the foregoing, Centah does not provide any representation, warranty, guarantee or assurance (i) that the functions contained in the Hosted Service and/or the Software will meet the specific requirements of Subscriber; (ii) that the operation of the Hosted Service and/or the Software will be uninterrupted or error-free; (iii) that errors in the Hosted Service and/or the Software will be corrected; or (iv) relating to service and support results. Subscriber acknowledges and agrees that Subscriber's subscription to the Hosted Service is not contingent on Centah's delivery of future functionality or features.

30. SUBSCRIBER AGREES THAT SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDIES AND CENTAH'S ENTIRE LIABILITY SHALL BE AS SET FORTH IN THIS AGREEMENT. SUBSCRIBER FURTHER AGREES THAT CENTAH SHALL NOT, IN ANY EVENT, BE LIABLE TO USER FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA/INFORMATION, LOST SAVINGS, OR OTHER EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR SUBSCRIBER'S USE OR INABILITY TO USE THE HOSTED SERVICE, THE SOFTWARE OR ANY PART THEREOF, WHETHER BASED ON CONTRACT, TORT, THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF CENTAH HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, AND REGARDLESS OF ANY FUNDAMENTAL BREACH HEREOF OR OF ANY OTHER AGREEMENT.

31. IN NO EVENT SHALL CENTAH'S TOTAL AGGREGATE LIABILITY TO SUBSCRIBER ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE HOSTED SERVICE AND/OR THE SOFTWARE EXCEED FIFTY PERCENT (50%) OF THE TOTAL NET MONTHLY TRANSACTION FEES RECEIVED BY CENTAH FOR THE HOSTED SERVICE IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE CLAIM ARISES.

32. Subscriber acknowledges and agrees: (i) that Centah shall not be liable for any act or omission by any other third party; and (ii) that no agent, employee or representative of Centah has any authority to bind Centah to any representation, warranty, guarantee or assurance relating to the Hosted Service or this Agreement.

33. No action, regardless of form, arising from this Agreement may be brought by Subscriber more than one (1) year after the cause of action has accrued.

NOTICES

34. All notices, requests, demands and other communications required or permitted to be given hereunder shall be deemed to have been duly given if in writing and delivered personally, by overnight courier, by pre-paid registered mail, by email if followed by a signed written confirmation sent pre-paid registered mail within 24 hours thereof or by facsimile transmission if followed by a signed written confirmation sent pre-paid registered mail within 24 hours thereof, as follows:

If to Centah: Paul Sorrentino
Centah Inc.
120 East Beaver Creek, Suite 101
Richmond Hill, Ontario L4B 4V1

Fax: (905) 761-9883
Email: psorrentino@centah.com

If to Subscriber: The contact information set out in the Order Form.

Such notices to Subscriber will be deemed effective on the date of delivery in the case of personal delivery and courier, on the date of transmission in the case of facsimile that is electronically confirmed, on the date of transmission in the case of e-mail, or three days after it was mailed (i.e. on the fourth day) in the case of registered mail.

GENERAL

35. Centah shall not be responsible for any failure to perform or delay in performing any of its obligations under this Agreement where and to the extent that such failure or delay results directly or indirectly from an unforeseeable event beyond a Centah's reasonable control, including but not limited to, acts of war; acts of nature; earthquake; flood; embargo; riot; sabotage; labour shortage or dispute; changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers of communications or network services; utility power failure; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to place timely orders therefor, or lack of or delay in transportation (throughout, "**Force Majeure**"). Centah shall not be liable for any loss or damages either general, indirect, exemplary, special, punitive or consequential which Subscriber may suffer due to or resulting from such delay or failure. In the event that Force Majeure occurs as contemplated herein, the duration of this Agreement shall be extended by the period for which such force majeure continues.

36. This Agreement, together with the Order Form and Terms of Use, constitute the entire Agreement between the Parties and supersedes all previous purchase orders, communications, representations, warranties and agreements either written or oral; and Subscriber hereby acknowledges that no reliance is placed on any representation made by or on behalf of Centah but not embodied in this Agreement. Any terms and/or conditions of any purchase order or other correspondence or instrument issued by Subscriber in connection with this Agreement that are in addition to or inconsistent with the terms and conditions of this Agreement shall be of no force or effect.

37. The Parties are and shall remain independent Installers. Nothing herein shall be deemed to establish a partnership, joint venture or agency relationship between Parties. Subscriber shall have no right to obligate or bind Centah in any manner to any third party.

38. Subscriber shall make available free of charge to Centah and/or its authorized representative(s) all information, facilities, personnel and resources reasonably required by Centah and/or such authorized representative(s) for the performance of Centah's obligations and/or the fulfilment of Centah's rights under this Agreement.

39. Subscriber shall not assign or otherwise transfer its rights or obligations under this Agreement, in whole or in part, whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of Centah, which consent may be withheld without reasons. Without limiting the foregoing, Subscriber shall not assign or transfer this Agreement or any of the rights or obligations hereunder whether by merger, consolidation, reorganization, acquisition, amalgamation, or the like. Any assignment, transfer, or any other act that does not comply with the foregoing shall be void, and shall automatically terminate all rights of Subscriber under this Agreement. Subject to the foregoing provisions pertaining to assignment, the obligations of this Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives and permitted assigns of the Parties hereto.

40. Upon minimum notice of five (5) Business Days, Centah has the right to audit, at Centah's sole expense; Subscriber's use of the Hosted Service, Software and Documentation; handling of Centah's Confidential Information; the number and identity of End Users and any others accessing the Hosted Service; and Subscriber's compliance with this Agreement. If Centah finds any breaches of this Agreement, the costs and expenses of the audit shall be paid for by the audited Party. Should the audit reveal or confirm that there are significant monies due to Centah as a result of omissions, errors or breaches, then such monies will be paid immediately, without limiting the generality of the rights and remedies of Centah.
41. 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 provisions) which shall be deemed to be the proper law thereof.
42. If a dispute arises out of or relating to this Agreement, or a breach of this Agreement, and if the dispute cannot be settled through direct discussions, the Parties agree to first attempt to settle the dispute in an amicable manner through mediation under Ontario law, before resorting to arbitration.
43. After mediation, any unresolved controversy or claim arising out of or relating to this Agreement, or breach of this Agreement, shall be settled by binding arbitration administered by a sole arbitrator under the Ontario *Arbitration Act, 1991*. If the Parties cannot agree on the selection of an arbitrator, the arbitrator will be appointed by a judge of the Superior Court of Justice of Ontario on the application of any Party on notice to the other Party. The arbitrator will have the right to determine all questions of law and jurisdiction, including questions as to whether a dispute is arbitrable. The award of the arbitration shall be final and binding upon the Parties, and shall be enforceable by any court of competent jurisdiction. All mediation and/or arbitration fees will be divided equally between the Parties. Notwithstanding anything set forth above, Subscriber agrees that any breach or threatened breach of this Agreement may result in irreparable injury to Centah, and therefore, in addition to the procedures set forth above, Centah may be entitled to file suit in a court of competent jurisdiction to seek a preliminary or permanent injunction or other equitable relief to prevent a breach or threatened breach of such provisions.
44. If any provisions of this Agreement are held to be invalid or unenforceable as applied to any circumstance, the remainder of this Agreement and the application of such provision to other Party(ies) or circumstances shall be interpreted so as to best effect the intent to other Parties hereto. The Parties further agree to replace any such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purposes of the void or unenforceable provision.
45. Except as expressly set forth elsewhere herein, in the event of any action or proceeding brought by any Party against another under this Agreement, Centah shall be entitled to recover all costs and expenses including the fees of its attorneys in such action or proceeding in such amount as the court may adjudge reasonable.
46. Any waiver of a default by Centah under this Agreement must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy by Centah (including, without limitation, delay in exercising any right of termination or any extension of time) shall impair such right or remedy or be construed as a waiver. A consent or approval of any act of Subscriber by Centah shall not be deemed to waive or render unnecessary consent to or approval of any other subsequent act of Subscriber.
47. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. The following rules of interpretation will be applied in interpreting this Agreement: (a) words importing the singular number include the plural and vice versa and words importing gender include all genders (including neuter); (b) the words "include", "includes" and "including" means "include", "includes" or "including" (as the case may be), in each case, "without limitation"; (c) when calculating the period of time within which or following which any act is to be done or step taken, the date which is the reference day in calculating such period shall be excluded; (d) unless otherwise specified, "days" means calendar days; and (e) the terms "hereof", "hereunder", "herein", "hereby", "hereto", "thereunder" and similar expressions refer to this Agreement *in total* and not to any particular part.
48. Each person signing the Order Form warrants that they have the authority to bind the Party that they represent to its terms and conditions and that upon the request of the other Party, will procure all the necessary resolutions and other requirements that the requesting Party may seek authorizing this transaction.