

SFW Monitoring Service Terms & Conditions

These General Terms and Conditions apply to the agreed terms (the “Agreed Terms”) between Safety First Wireless LLC. (“SFW”) and the customer identified on those Agreed Terms (“Customer”). The Agreed Terms and these terms and conditions form the agreement between SFW and Customer.

1. Definitions

In this agreement the following terms have the following meanings:

Customer Data: any data, information or material (including Personal Data) that Customer or any User processes, stores, or transmits using the Software or Monitoring services

Monitored Elevator: an elevator that Customer connects to the Platform account using the Connecting Technology and is monitored by SFW

Connecting Technology: the hardware, software, technology and connections described in the Documentation that must be installed in an elevator for it to be able to be a Monitored Elevator

Documentation: the user guides and documentation for the Software accessible at www.madelevator.com, as updated from time to time

Fees: the fees specified in the Agreed Terms

Harmful Components :viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs

Monitoring Services: the call answering services provided to the customer

Licence: the licence regarding the Platform and Monitoring Services described in the Agreed Terms

Open-Source Components: any software component that is subject to any open-source copyright licence agreement, including any GNU General Public License or GNU Library or Lesser Public License, or other obligation, restriction or licence agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled

Personal Data: any information or data relating to an identified or identifiable natural person

Platform: SFW’s proprietary online elevator monitoring and communications software platform

Representative: with respect to a party, that party’s employees, officers, directors, consultants, agents, independent contractors, service providers, subcontractors and legal advisors (and, with respect Customer, includes Users)

Supported Environment: the hardware and operating system platform and internet connections that meet or exceed SFW’s recommended specifications from time to time for accessing and using the Platform and Hosted Services, as set out in the Documentation

Term: This agreement’s term, as set out in section 2.1

Third-Party Materials: materials and information, in any form or medium, that are not proprietary to SFW, including any third-party: (a) documents, data, content or specifications; (b) Open-source Components or other software, hardware or other products, facilities, equipment or devices; and (c) accessories, components, parts or features of any of the foregoing.

Usage Data: data or information generated by SFW with respect to Customer’s and its Users’ use and operation of the Software and Monitoring Services, but for greater certainty, excludes any Customer Data.

Users: Customer’s or its authorized contractor’s employees and contractors that are authorized by Customer to access and use the Software or Monitoring Services under the Licence

2. Monitored Elevators Connecting Technology

Customer will request Monitoring Services and add or remove Connected Elevators to their account from time to time. Customer acknowledges and agrees that: (a) only elevators that have had the Connecting Technology correctly installed and configured in accordance with the manufacturer's specifications and applicable laws are capable of being Monitored Elevators; (b) Customer, and not SFW, is responsible for ensuring that the Connecting Technology is correctly configured and installed in accordance with the manufacturer's specifications and applicable laws in each elevator that the Customer wishes to add as a Monitored Elevator; (c) Customer, and not SFW, is responsible for operating, maintaining, and repairing the Connecting Technology in accordance with the manufacturer's specifications and applicable laws in each Monitored Elevator; (d) the Monitoring Services may not function properly or at all with respect to a Monitored Elevator whose Connecting Technology has not been correctly installed, configured, operated or maintained as described above, and SFW will not be responsible for, nor obligated to provide any support or maintenance for, any interruptions, errors, deficiencies or other problems with the Monitoring Services arising from the incorrect installation, configuration, operation or maintenance of the Connecting Technology; and (e) SFW has no responsibility or liability under this agreement for the working of the Connecting Technology. If SFW supplies any Connecting Technology, whether to Customer or to a third party, SFW's obligations and liabilities regarding that Connecting Technology will be governed solely by the separate documents and agreements regarding that Connecting Technology.

3. Platform and Monitoring Service

(a) SFW will use commercially reasonable efforts to make the Platform and Monitoring Services available; however, the Platform and Monitoring Services may be unavailable from time to time. SFW will make reasonable efforts to give Customer notice of downtime, but will have no liability regarding any unscheduled downtime or scheduled downtime regardless of whether Customer received notice.

(b) Customer acknowledges and agrees that the operation and availability of equipment and systems used with the Platform and Monitoring services, including public telecommunication networks, computer networks and the internet (whether supplied by SFW, Customer or a third party) can be unpredictable and may from time to time interfere with the use of the Platform and Monitoring services. SFW is not in any way responsible for any such interference with or prevention of Customer's or any User's access to or use of the Platform or Monitoring services.

(c) Customer acknowledges and agrees that the Platform and Monitoring services are subscription-based and that SFW may modify the Platform and Monitoring services from time to time and that, if SFW does so, SFW may update the Documentation accordingly.

4. Safety Restrictions

(a) SFW makes no warranty or representation that use of the Platform or Monitoring services will affect or increase any level of safety or emergency response. SFW expressly disclaims that, and Customer acknowledges that SFW cannot and does not guarantee that, the Platform or the Monitoring services will be available and operational 100% of the time.

(b) If the Platform suffers a general outage, SFW's entire responsibility is to send a notification to the contact email address(es) Customer has provided in the contract. If Customer does not provide contact email addresses then Customer and its designees will not receive these notices.

5. Additional Restriction

CUSTOMER IS SOLELY RESPONSIBLE FOR USING THE PLATFORM, MONITORING SERVICES AND DOCUMENTATION IN ACCORDANCE WITH ALL APPLICABLE LAWS. Without limiting the previous sentence, Customer, and not SFW, is responsible for complying with: (i) any laws relating to the recording or sharing of video or audio content; (ii) any laws requiring that notice be given to or that consent be obtained from third parties with respect to Customer's use of the Platform or Monitoring services (for example, laws requiring that notice be displayed advising others that audio/visual recording is taking place); and (iii) any laws governing the

monitoring of employees or other personnel. If Customer's use of the Platform or Monitoring services is prohibited by applicable laws, then Customer is not authorized to use the Platform and Monitoring services. Customer hereby releases SFW from any claims or liabilities arising from or in connection with Customer using the Platform or Monitoring services in a way that contravenes applicable law.

6. Customer Data

(a) As between the parties, Customer owns and has control over Customer Data. SFW does not own Customer Data, may not sell Customer Data, and will only have the right to use Customer Data as set out in this agreement. Customer grants to SFW a royalty-free, nonexclusive, worldwide, right and licence (with the right to sublicense through multiple tiers) to use, copy, store, process, transmit and display Customer Data as necessary to provide the Monitoring services.

(b) Customer acknowledges that the Platform's functionality includes a live video stream of the interior of each Connected Elevator, and that Customer may generate or collect Personal Data through that functionality or otherwise through the use of the Platform and Monitoring services.

(c) Customer will be considered the data controller for any Personal Data contained in the Customer Data. Customer will have sole responsibility for determining if the collection, storage, and use of its Personal Data complies with applicable law, for making all required disclosures, giving all required notices and obtaining all required consents relating to the activities described in this agreement, and otherwise complying with all applicable laws relating to Personal Data.

(d) Customer acknowledges and consents to the following: (a) the Monitoring services may require Customer Data to be transferred to a country outside of Customer's country or the country where the Customer Data originated, and that applicable laws in those other countries might permit foreign governments, courts, law enforcement or regulatory agencies to access Customer Data in those countries; (b) SFW may transfer Customer Data to its affiliates and business partners (like backbone network providers) for the sole purpose of performing its obligations and exercising its rights under this agreement, provided that SFW will comply with its confidentiality and data protection obligations set out in this agreement; and (c) SFW may disclose Customer Data to law enforcement agencies as required or permitted by applicable law.

(e) Unless otherwise expressly agreed in writing that is signed by SFW's authorized representative, SFW will have no obligation to retain Customer Data following 30 days after the Licence terminates. Customer will have 30 days from the date the Licence terminates to request a copy of the Customer Data, which SFW will make available to Customer in the same format maintained by SFW.

(f) Customer represents and warrants that it owns all right, title and interest, or possesses sufficient license rights, in and to the Customer Data as may be necessary to permit the uses contemplated under this agreement. Customer bears all responsibility and liability for the accuracy and completeness of the Customer Data and SFW's access, possession and use of Customer Data as permitted in this agreement.

(g) SFW may generate, collect, maintain, process and use Usage Data based on Customer's and its Users' use and operation of the Platform and Monitoring services, including information about Customer's computers, systems and software, in order to improve SFW's products and services. SFW may extract and create anonymized data from any Usage Data, provided that any such extracted data does not identify the name of Customer or any User, or any Personal Data. Customer grants SFW a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Usage Data. SFW owns all rights, including all intellectual property rights, in and to all such extracted data and all Usage Data, and may copy, modify, create derivatives from and otherwise exploit all such data as SFW sees fit.

7. Customer's Responsibilities

(c) Customer will, at its sole expense, be solely responsible for supplying, configuring and maintaining the hardware, software and licences, telecommunication and internet equipment, connections and services necessary for providing a Supported Environment that enables the use of the Platform and the Monitoring services.

(d) SFW will not be responsible for, nor obligated to provide support and maintenance for, interruptions, errors, deficiencies or other problems with the Platform or Monitoring services arising from Customer's failure to provide a Supported Environment. SFW has no responsibility for the working of Customer's computer and telecommunications equipment and networks, any other computer equipment or software, or internet access.

8. Limited Warranties

(a) Subject to the limitations and conditions in Sections 4, 8.b and 8.c, SFW warrants that SFW will provide the Monitoring services during the Term in a professional and workmanlike manner in accordance with commercially reasonable industry standards for similar services and will devote adequate resources to meet its obligations under this agreement regarding Monitoring services.

(b) The limited warranties in Section 8.a apply only if Customer: (a) promptly notifies SFW of any warranty breach; (b) Customer is accessing and using the Platform and Monitoring services using a Supported Environment; and (c) as of the date that Customer notifies SFW of the Warranty Breach, is in compliance with all of this agreement's terms and conditions (including the payment of all Fees then due and owing).

(c) The limited warranties set out in this Section 8 are conditioned upon the use of the Platform and Monitoring services strictly in accordance with this agreement, the Documentation and SFW's written instructions and using a Supported Environment. Notwithstanding any other wording in this agreement, the limited warranties in this Section 8 do not apply to problems arising out of or relating to: (a) any operation or use of, or other activity relating to, the Platform or Monitoring services other than as specified in the Documentation or SFW's written instructions, including any incorporation in the Platform or Monitoring services of, or combination, operation or use of the Platform or Monitoring services in or with, any technology (including any software, hardware, firmware, system or network) or service not specified for Customer's use in the Documentation; (b) Customer's or any third party's negligence, abuse, misapplication or misuse of the Software or Monitoring services, including any use of the Platform or Monitoring services other than as specified in the Documentation; (c) the operation of, or any interruptions, errors, deficiencies or other problems with, any Connecting Technology; (d) the operation of, or access to, Customer's or a third party's software, hardware, system or network; (e) Open-Source Components, beta software, software that SFW makes available for testing or demonstration purposes, temporary software modules or software for which SFW does not receive a licence fee; (f) Customer's breach of this agreement; or (g) any other circumstances or causes outside of SFW's reasonable control (including abnormal physical or electrical stress).

(d) If SFW breaches, or is alleged to have breached, any of the warranties in Section 14.a, SFW may, at its sole option and expense, take any one or more of the following steps to remedy that breach: (a) amend, supplement or replace any incomplete or inaccurate Documentation; (b) correct or repair the Monitoring services; (c) replace the affected elements of the Monitoring services with functionally equivalent elements; or (d) terminate this agreement and, provided that Customer fully complies with of its post-termination obligations under Section 2.3, promptly refund to Customer, on a pro rata basis, the share of any Fees prepaid by Customer for the future portion of the Term that would have remained but for the termination.

(e) If SFW does not cure a warranty breach or terminate this agreement under Section 14.d within a reasonable period after SFW receives Customer's written notice of that breach, Customer will have the right to terminate this agreement as defined in the agreement. THIS SECTION 8.E SETS FORTH CUSTOMER'S SOLE REMEDY AND SFW'S ENTIRE OBLIGATION AND LIABILITY FOR ANY BREACH OF ANY CONDITION, WARRANTY OR REPRESENTATION REGARDING THE PLATFORM OR DOCUMENTATION OR MONITORING SERVICES CONTAINED IN THIS AGREEMENT

9. Disclaimer

(a) EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED IN SECTION 8.A, THE PLATFORM, MONITORING SERVICES, DOCUMENTATION AND OTHER PRODUCTS, INFORMATION, MATERIALS AND SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED BY SFW TO CUSTOMER ON AN "AS-IS" AND "AS-AVAILABLE" BASIS AND SFW DISCLAIMS ALL WARRANTIES, CONDITIONS REPRESENTATIONS AND GUARANTEES, HOWEVER ARISING, WHETHER EXPRESS OR IMPLIED, STATUTORY OR ORAL OR WRITTEN (INCLUDING ALL CONDITIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AS TO THE PLATFORM, DOCUMENTATION, MONITORING SERVICES, PRODUCTS, INFORMATION, MATERIALS AND SERVICES, INCLUDING RE-

GARDING THE USE, SUFFICIENCY OR ACCURACY OF THE PLATFORM, DOCUMENTATION OR MONITORING SERVICES, AND SFW SPECIFICALLY AND EXPRESSLY DISCLAIMS ANY IMPLIED CONDITION OR WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE.

(b) WITHOUT LIMITING THE PREVIOUS PARAGRAPH, SFW MAKES NO CONDITION OR WARRANTY OF ANY KIND THAT THE PLATFORM, DOCUMENTATION, MONITORING SERVICES, OR ANY OTHER SFW OR THIRD-PARTY GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE OR HARDWARE), OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET CUSTOMER'S, ITS USERS', OR OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE, HARDWARE, SYSTEM OR NETWORK) EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE, OR THAT ANY ERRORS IN THE PLATFORM, DOCUMENTATION OR MONITORING SERVICES WILL BE CORRECTED. ALL OPEN-SOURCE COMPONENTS AND OTHER THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY CONDITION, REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE OPEN-SOURCE COMPONENTS AND THIRD-PARTY MATERIALS. CUSTOMER ACKNOWLEDGES AND AGREES THAT ACCESS TO AND USE OF THE PLATFORM, DOCUMENTATION OR HOSTED SERVICE MAY AFFECT THE USABILITY OF THIRD-PARTY SOFTWARE, APPLICATIONS OR SERVICES.

10. Limitation of Liability

(a) IN NO EVENT WILL SFW OR ITS LICENSORS, SUPPLIERS OR SERVICE PROVIDERS HAVE ANY LIABILITY TO CUSTOMER OR ITS USERS ARISING FROM OR RELATED TO THIS AGREEMENT, THE PLATFORM, DOCUMENTATION OR THE MONITORING SERVICES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR UNDER ANY OTHER THEORY OF LIABILITY, FOR: (i) ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER SFW HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, CUSTOMERS, PRODUCTION, REVENUES, PROFITS OR OPPORTUNITIES; (iii) BUSINESS INTERRUPTIONS; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY SOFTWARE OR OPEN-SOURCE COMPONENTS OR OTHER THIRD-PARTY MATERIALS; (v) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (vi) PERSONAL INJURY OR DEATH; (vii) COST OF REPLACEMENT PRODUCTS OR SERVICES; OR (viii) LOSS OF OR DAMAGE TO REPUTATION OR GOODWILL.

(b) IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF SFW AND ITS LICENSORS, SUPPLIERS AND SERVICE PROVIDERS ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY OF LIABILITY) EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT IN THE 12 MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM.

(c) THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION 16 WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

(d) No claim can be made against SFW unless it is made within one year after the event giving rise to such claim.

11. Customer Indemnification

Customer will defend, indemnify and hold harmless SFW and its affiliates and contractors, and their respective officers, directors, employees, subcontractors, successors and assigns (each, including SFW, a "SFW Indemnitee") from and against all claims, actions, judgments, damages, losses, liabilities, costs or expenses (including reasonable legal fees and costs) claimed against or incurred by any of the SFW Indemnitees in connection with any claims by a third party (other than an affiliate of a SFW Indemnitee) arising from or related to: (a) Customer's or any of its Representatives' negligence, fraud, abuse, misapplication, misuse or more culpable act or omission (including recklessness or wilful misconduct) with respect to the Platform, Monitoring Services or Documentation, or otherwise in connection with this agreement; (b) any allegation that any intellectual property right or other right of any person, or any law, is or will be infringed, misappropriated or otherwise violated by any (i) use or combination of the Platform, Monitored Services or Documentation by or on behalf of Customer or any of its Representatives with any hardware, software, system, network, service or other matter whatsoever that is neither provided by SFW nor authorized by SFW in this agreement and the Documentation; or

(ii) information, materials or technology or other matter whatsoever directly or indirectly provided by Customer or directed by Customer to be installed, combined, integrated or used with, as part of, or in connection with the Platform, Monitoring services, or Documentation; (e) personal injury or death of any individual at a location where the Platform or Monitoring services are (or were intended to be) used; or (f) facts that, if true, would constitute Customer's breach of any representation, warranty, covenant or obligation under this agreement.

12. Infringement Indemnities

(a) SFW will defend Customer against any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that the use of the Platform, Documentation or Monitoring services in accordance with this agreement and the Documentation infringes or misappropriates that third party's intellectual property rights (an "Infringement Claim"), and will indemnify Customer for any damages, reasonable legal fees and costs finally awarded against Customer or as finally settled by SFW, provided that Customer (a) promptly gives SFW written notice of the Infringement Claim; (b) gives SFW sole control of the defense and/or settlement of the Infringement Claim; and (c) provides to SFW all reasonable assistance, at SFW's expense.

(b) If there is an Infringement Claim, or if SFW reasonably believes the Platform, Documentation or Monitoring services may infringe or misappropriate a third party's intellectual property rights, SFW may in its sole discretion and in lieu of the indemnity in Section 19.1: (i) modify the Platform, Documentation or Monitoring services so that they no longer infringe or misappropriate, provided such modification provides substantially similar functionality, (ii) obtain a license for Customer's continued use of the Platform, Documentation or Monitoring services in accordance with this agreement, or (iii) terminate the Licence upon written notice and refund to Customer any prepaid Fees, on a pro-rata basis for the time the Platform, Documentation or Monitoring services were used in accordance with this agreement.

(c) SFW has no obligation or liability under this Section 19 if the Infringement Claim arises from or relates to: (i) any access to or use of the Platform, Monitoring services or Documentation by or on behalf of Customer that is outside the purpose, scope or manner of use authorized by this agreement or in any manner contrary to SFW's instructions; (ii) incorporation by the Platform, Documentation or Monitoring services of, or combination, operation or use of the Platform, Documentation or Monitoring services in or with, any technology (including any software, hardware, firmware, system or network) or service not provided by SFW or specified for Customer's use in the Documentation; (iii) a modification of the Platform, Documentation or Monitoring services other than (i) by SFW in connection with this agreement, or (ii) with SFW's express written authorization and in strict accordance with SFW's written directions and specifications; (iv) the use or combination of the Platform, Documentation or Monitoring services with any non-SFW product, technology, information, design, specification, instruction, software, data, or material; (v) SFW's or its authorized representative's compliance with instructions, designs, plans or specifications furnished by or on behalf of Customer; (f) any activities of Customer after SFW has notified Customer that such activities may result in an Infringement Claim; (vi) negligence, abuse, misapplication or misuse of the Platform, Monitoring services or Documentation by or on behalf of Customer or its Representatives or a third party; (vii) any patent infringement claim alleging infringement by Customer-specific processes or methods created by or on behalf of Customer using the Platform or Monitoring services and, but for such Customer-specific method or process, the patent infringement claim would not have arisen; (viii) a patent issued on a patent application published after the Effective Date; (ix) Open-Source Components or other Third-Party Materials; (x) events or circumstances outside of SFW's commercially reasonable control (including any third-party hardware, software or system bugs, defects or malfunctions); (xi) liabilities or losses for which Customer is obligated to indemnify SFW under Section 18.

(d) THIS SECTION 12 SETS FORTH SFW'S SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY WITH RESPECT TO ANY INFRINGEMENT CLAIM.

13. Force Majeure Events

Neither party will be considered in breach of its obligations under this agreement due to any failure to perform such obligations arising out of causes beyond that party's reasonable control (a "Force Majeure Event"), including, without limitation: acts of God; acts or omissions of any governmental authority, laws or regulations; fires, unusually severe weather, floods or other natural disas-

ters; disease, epidemics or pandemics (including the COVID-19 pandemic and any continuation thereof); transportation stoppages or slowdowns or the inability to procure parts or materials; acts of terrorism, strikes or labour unrest; civil or military unrest; riots; degradation of telecommunications services; or where compliance with this agreement would result in government-imposed penalty or violation of applicable law. A Force Majeure Event will not excuse Customer from paying accrued amounts due to SFW through any available lawful means acceptable to SFW. If a party is unable to perform for 60 consecutive days as a result of a continuing Force Majeure Event, the other party may immediately terminate this agreement upon written notice to the non-performing party.

14. Dispute Resolution

(a) The parties will use reasonable and good-faith efforts to resolve any dispute arising out of or relating to this agreement for a maximum period of 30 days. After that 30-day period, either party may refer the dispute for arbitration under to Section 21.2. The notice must set forth a detailed description of the dispute's subject matter, including the amount involved, the position of the referring party, and the remedy sought, as well as the name of a nominee arbitrator (the "Proposed Arbitrator") and the Proposed Arbitrator's qualifications that would permit him or her to be appointed as arbitrator in accordance with Section 14.b.

(b) Any dispute that is referred to arbitration by a party in accordance with Section 14.a will be determined by arbitration, by a single arbitrator, in accordance with the Arbitration Rules of the ADR Institute of Canada, Inc. subject to the following: (a) There will be a single arbitrator who will have qualifications relevant and suitable to the issue in dispute, and will be disinterested in the dispute and will be impartial with respect to all parties. The Proposed Arbitrator shall act as arbitrator and determine the Dispute unless, within ten calendar days of receipt of the notice referred to in Section 14.a (the "Response Period"), the responding party, by written notice to the referring party, objects in writing to the appointment of the Proposed Arbitrator. If, within the Response Period, the responding party objects to the appointment of the Proposed Arbitrator and the referring party and the responding party do not otherwise agree in writing on the appointment of an arbitrator within ten calendar days of receipt of the objection, the arbitrator may be appointed by a judge of the Superior Court of Justice sitting in Toronto, Ontario upon application of either party. (b) The place of arbitration will be Toronto, Ontario. (c) Each party will bear its own costs in connection with the arbitration, provided that, if the arbitrator finds that any party has acted unreasonably, the arbitrator may, in the arbitrator's discretion, award costs against such party. (d) The arbitrator will have the discretionary authority to grant specific performance, rectification, injunctions and other equitable relief as may be requested by a party including interim preservation orders and any party may, before or after an arbitration has commenced, apply for interim relief, including injunctive relief. (e) The arbitrator will not have the power to award any damages in excess of the limits set forth in or excluded under the limitations of liability provided in this agreement. (f) The determination of the arbitrator will be final and binding upon the parties. (g) Any order of an arbitrator may be entered with a court of competent jurisdiction for the purposes of enforcement. (h) All aspects of the arbitration will be kept confidential.

(c) The dispute resolution procedures described in this Section are the sole and exclusive procedures for the resolution of any disputes that arise out of or are related to this agreement, except that a party may seek preliminary or temporary injunctive relief from a court of competent jurisdiction if, in that party's sole judgment, such action is necessary to avoid irreparable harm or to preserve the status quo. If a party seeks judicial injunctive relief as described in this Section, then the parties will continue to participate in good faith in the dispute resolution procedures described in this Section. The parties agree that no court that a party petitions to grant the type of preliminary or temporary injunctive relief described in this Section may award damages or resolve the dispute.

15. General Provisions

(a) Notices. All notices given under this agreement will be in writing and given either by nationally recognized overnight express courier (with all fees pre-paid) or registered mail (return receipt requested, postage pre-paid) to the address set out on the cover page, or to such alternate address that a party has specified by notice given in accordance with this Section. Notices will be deemed to be received: (a) the third business day, if sent by registered mail, postage prepaid, return receipt requested; or (b) the next business day, if sent by a nationally recognized overnight express courier. In this paragraph, "business day" means a day that is not a Saturday, Sunday or statutory holiday in Toronto, Ontario.

(b) External Documents. Any external SFW documents referred to by hyperlinks in this agreement are hereby incorporated into and form part of this agreement.

(c) Headings. The headings in this agreement are for identification and reference purposes only and will not be used in the construction or interpretation of this agreement.

(d) Precedence. Any conflict between the terms of these General Terms and Conditions and the Agreed Terms or any other schedule or other document under or relating this agreement will be resolved in favour of these General Terms and Conditions unless both parties agree otherwise in writing. All standard terms contained in any Customer purchase order or other form will be overridden by this agreement's terms and conditions and will have no force or effect.

(e) Waiver. No waiver of any of the provisions of this agreement will be deemed to constitute a waiver of any other provision nor will such a waiver constitute a continuing waiver unless otherwise expressly provided in writing duly executed by the party to be bound.

(f) Severability. If any term of this agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable or, to the extent it cannot be made enforceable will be deleted, and the remaining portions of this agreement will remain in full force and effect.

(g) Amendment. This agreement may not be modified or altered except in writing duly executed by both parties.

(h) Persons Bound. This agreement is binding upon and ensures to the benefit of the parties and their respective lawful successors and permitted assigns.

(i) No Third-Party Beneficiaries. Except for the indemnified parties set out in Section 19, who are third-party beneficiaries under this agreement, this agreement is for the sole benefit of the parties and their respective successors and permitted assigns, and nothing in this agreement, whether expressly or by implication, is intended to or will confer on any other person any legal or equitable right, benefit or remedy of any nature whatsoever.

(j) Assignment. Neither this agreement nor any rights under it may be assigned, transferred, shared or delegated by Customer without SFW's prior written consent.

(k) Subcontractors. SFW may engage subcontractors to provide or assist in performing its obligations under this agreement, in which case SFW remains responsible for the fulfillment of its obligations under this agreement and for the provision of the Services.

(l) Parties' Relationship. The parties are independent contractors. This agreement does not and will not be construed as creating a partnership, joint venture, agency of principal and agent, or other relationship between the parties.

(m) Entire Agreement. Customer acknowledges that it has read and understands this agreement and agrees to be bound by its terms and conditions. Customer acknowledges and agrees that this agreement is the complete agreement between the parties and that this agreement supersedes all prior agreements, oral or written and all other communications between the parties relating to this agreement's subject. This agreement may supersede any previous rights to access and use the Platform or Monitoring services.